

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

**NOTICE AND AGENDA**

Wednesday, June 7, 2017  
6:00 p.m.

Council Chambers  
City Hall

**CALL TO ORDER**

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

**INVOCATION:** Pastor Joyce Lane, Glory of Zion Ministries

**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.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

B-1 Minutes – 8/03/16

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 5/8/17 – 5/25/17 (Report by Dave Randall)

- B-4 Consideration of a Resolution Approving the City's Participation in an Escrow Agreement for Source Code Protection for the City's Tyler Munis ERP Software and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-5 Consideration of a Minute Order Rejecting a Claim filed by Luis Bravo (Report by Wendy Silva)
- B-6 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Acceptance of the Construction of Pine Street – Pecan Avenue Median Landscape & Irrigation Improvements City of Madera Project No. ST 16-04 (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving Agreement with Peters Engineering Group, for Professional Engineering Design Services for the Granada Drive at Howard Road Traffic Signal Project Number TS 17-01 and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2017-18 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)
- B-10 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-11 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)
- B-12
  - A. Consideration of a Resolution Approving a Contract with MuniServices for Sales Tax and Business Licensing Services and Authorizing the Mayor to Sign the Contract on Behalf of the City; and
  - B. Consideration of a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records (Report by Tim Przybyla)
- B-13 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

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

- C-1 Public Hearing and Consideration of Introduction of an Ordinance of the City Council of the City of Madera, California, Amending the Madera Municipal Code to Add Chapter 16 to Title IV Pertaining to Rental Housing Inspections (Report by Steve Montes)
- C-2 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California, Amending Portions of Chapter 5 of Title IV of the Madera Municipal Code Pertaining to Taxicabs (Report by Nick Salinas)

- C-3 Public Hearing and Consideration of a Resolution of the City Council, of the City of Madera, California, Adopting an Increase of Rates of Fares Pertaining to Taxicabs (Report by Nick Salinas)
- C-4 Consideration of a Resolution of the City Council of the City of Madera, California Adopting Taxicab Permitting Fees and Other Changes to the Master Fee Schedule (Report by Nick Salinas)
- C-5 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing within the City (Report by Fabela Rodriguez)
- C-6 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources (Report by Wendy Silva)
- C-7 Consideration of a Resolution Approving a Master Tax Sharing Agreement between the City of Madera and the County of Madera (Report by Dave Merchen)

**D. WRITTEN COMMUNICATIONS**

There are no items for this section.

**E. ADMINISTRATIVE REPORTS**

- E-1 Request for Direction Regarding a Proposal by Sohan Samran for Extra-Territorial Sewer and Water Connections in Conjunction with the Expansion of the BAPU Almond Facility at 24341 Avenue 14 (Report by David Merchen)
- E-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2017/2018 (Report by Tim Przybyla)

**F. COUNCIL REPORTS**

**G. CLOSED SESSION**

There are no items for this section.

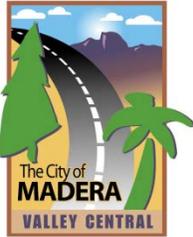
**ADJOURNMENT** – Next regular meeting June 21, 2017

*[continued on next page]*

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4<sup>th</sup> Street, Madera, California 93637 during normal business hours.
  - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
  - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
  - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for June 7, 2017, near the front entrances of City Hall at 3:00 p.m. on June 2, 2017.

  
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Sonia Alvarez, City Clerk



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

**August 3, 2016  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER**

The regular meeting for 8/03/16 was called to order by Mayor Poythress at 6:00 p.m.

**ROLL CALL:**

**Present:** Mayor Robert L. Poythress  
Mayor Pro Tem Charles F. Rigby  
Council Member Andrew J. Medellin  
Council Member Donald E. Holley  
Council Member Derek O. Robinson Sr.  
Council Member William Oliver  
Council Member Cece Foley Gallegos

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Business Manager for Parks and Community Services Mark Etheridge, Grant Administrator Ivette Iraheta, Grants Program Manager Jorge Rojas, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Fire Chief Nancy Koerperich, Division Fire Chief David Allen, and Battalion Chief Matt Watson.

**INVOCATION:** Pastor Tim Echevarria, New Harvest Christian Fellowship

**PLEDGE OF ALLEGIANCE:** Mayor Poythress 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.

Bill Jones, residing in Madera, California, stated he is here tonight to say thank you. He addressed this Council several months ago on a problem with the septic behind Lowe's. He is happy to say, because of Councilman Andy Medellin, that the problem has been taken care of. He added that not only did the City come in and cut down all the trees, noting that the green palm that was there now is almost dried up, and with them worrying about the Zika virus now, he thinks that is one less worry that they have to contend with. Again, he wants to thank Councilman Andy Medellin for his help in getting that septic tank taken care of and the City Council for backing him on it.

Ron Montoya, residing in Madera, California, stated he comes before the Council on behalf of a lot of his neighbors who are on a fixed income, veterans, retired, first-time homebuyers, not from Madera, and they came here with the intent of affordable housing. He advised that they were blessed with their first home and then they find out they are living in a Mello-Roos District. He noted that a lot of people are looking at him like what's going on, what's Mello-Roos. He advised that they did their research. Their neighborhood, along with the Cantera neighborhood, are the only ones taxed a CFD, a Community Facility District tax. He noted that is on top of their property tax, on top of the supplemental tax and when you do your research, this has caused people to lose their homes and it is because of the deal between KB Home and the City back in 2007. He stated that they are crucifying the new homeowners in this district.

Mr. Montoya stated that Council Member Holley came to their home a couple of nights ago. There were more than 20 people there and Council Member Holley heard the stories. Mr. Montoya added that a lot of his neighbors are on a fixed income and it kind of humanized their frustration. He thinks Council Member Holley can attest and he had no clue this was going down. Mr. Montoya stated he can tell them that with more bonds on the horizon, it is not that they don't support police, fire, schools, they simply can't afford it. His neighbor is on a fixed income. Two of his neighbors that are here are on a fixed income and they would like this issue to be put on the next agenda. He stated that it is a CFD tax that they pay for. He pays \$1,100 on top of his property taxes, on top of supplemental tax. He can bring them receipts and anybody who would like to look at this assessment...a lot of his neighbors were surprised that they live in a Mello-Roos District. He stated it is a CFD tax that nobody seems to know except the people who helped close this deal. Mr. Montoya commented that they would appreciate if this would be on the next agenda item. He added that if not, if they run for City Council themselves, they have until August 12<sup>th</sup> to file their papers.

Mayor Poythress thanked Mr. Montoya and asked if there are any other members of the public who wish to address the Council.

Manuel Gomes, residing in Madera, California, stated that he just wanted to take a brief moment to come down here and thank the Council, and also thank the City. He stated that he and his good friend Nick Landeros came together and started a project to support their local law enforcement. They saw how the emotions were running high across the country and they wanted to make sure that it would never escalate to that level in this City especially in a city with a community so close and a community that works so well with law enforcement. They came up with an idea, due to their trade, to come up with these shirts. Through social media and through some of their friends and other local businesses, they have been able to raise funds for Madera Police Department and whatever they feel the money can be well spent. He thanked everyone for all their support because it has been overwhelmingly positive. He added that there is one thing he has really learned from this experience is that they have a really, really close community and they also have a really, really good relationship with their law enforcement whether it is Madera PD (Police Department), Sheriff's, or Highway Patrol. He advised that tomorrow morning they would like to invite the Council to Coffee with a Cop on Howard at Starbucks. They will actually be presenting the Madera Police Association their first check, first donation to the police officers so they can do with as they see fit. He thanked everyone for being so positive and for coming together as a community. They have now also received phone calls from other neighboring cities who want to do similar projects and want their help to start it up.

Mayor Poythress thanked Mr. Gomes and asked if any other members of the public wish to address the Council. No other comments were made.

Mayor Poythress called on the City Clerk for an announcement.

City Clerk Sonia Alvarez announced that extra seating is available in the lobby for members of the public standing and added that they will be able to see and hear the meeting from there.

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 C, Hearings, Petitions, and Bids, item C-1, subject matter is consideration of calling an election for a proposed transactions and use tax, an email from Pam Hill was distributed to the Council this evening. Ms. Alvarez announced that extra copies are available at the podium for members of the public wishing a copy.

**A. WORKSHOP**

There are no items for this section.

**B. CONSENT CALENDAR**

B-1 Minutes – 5/4/16

B-2 Information Only – Warrant Disbursement Report

B-3 A. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAAA) for Fiscal Year 2016-17 for **Adult Day Care**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

B. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAAA) for Fiscal Year 2016-17 for **Site Management**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City

And

C. Consideration of a Resolution Ratifying and Approving an Agreement with the Fresno-Madera Area Agency on Aging (FMAAAA) for Fiscal Year 2016-17 for **Transportation Program**, Ratifying Participation in the Program Effective July 1, 2016 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)

B-4 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report by Sonia Alvarez)

B-5 Consideration of a Resolution Approving Madera County Center for the Arts Funding (Report by David Tooley)

B-6 Consideration of a Resolution Approving a Reimbursement Agreement with Kevin Weaver for Sidewalk Repair at 3149 Tragon Drive and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Dave Randall)

B-7 Consideration of a Minute Order Accepting the Surface Seals at Various Streets City Project No. ST 16-01 and Authorizing the Recording of the Notice of Completion (Report by Keith Helmuth)

B-8 Consideration of a Resolution Calling For and Giving Notice of the Holding of a General Municipal Election to be Held November 8, 2016 for the Election of Certain Officers of the City of Madera for Council Districts 2, 4, and 6, and the Mayor of the City of Madera Elected At-Large; Requesting Consolidation Thereof with the Statewide Election; and Requesting that the Madera County Clerk Render Specified Election Services (Report by Sonia Alvarez)

- B-9 Consideration of a Resolution of the City Council of the City of Madera to Summarily Vacate Excess Street Right-of-Way on South 'H' Street between the 9<sup>th</sup> Street Alignment and Madera Avenue (Report by Keith Helmuth)
- B-10 Consideration of a Request to Schedule Public Hearing for Appeal of a Planning Commission Decision (Report by Chris Boyle)
- B-11 Consideration of a Resolution of the City Council of the City of Madera Approving Amendments to and Adopting the City Investment Policy (Report by Tim Przybyla)
- B-12 Consideration of a Resolution Approving a Capstone Sponsor Agreement with Brigham Young University Idaho "BYUI" for the Development of a Drone for Use in Video Inspection of Sewer Lines and Authorizing the Mayor to Execute the Agreement (Report by Dave Randall)

Mayor Poythress asked if there are any items on the consent calendar that a Councilperson would like to have pulled for further discussion or elaboration. No requests were made and Mayor Poythress announced that he would accept a motion for action.

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

- RES. NO. 16-113 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR ADULT DAYCARE, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-114 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR SITE MANAGEMENT, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-115 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING AND APPROVING AN AGREEMENT WITH THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) FOR FISCAL YEAR 2016-17 FOR THE TRANSPORTATION PROGRAM, RATIFYING PARTICIPATION IN THE PROGRAM EFFECTIVE JULY 1, 2016 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-116 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT**
- RES. NO. 16-117 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2016-2017 BUDGET APPROPRIATING FUNDS TO SPECIFIED ACCOUNTS FOR FUNDING OF A FEASIBILITY STUDY FOR THE PROPOSED MADERA COUNTY CENTER FOR THE ARTS AND RESCINDING RESOLUTION NO. 15-49**

- RES. NO. 16-118**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REIMBURSEMENT AGREEMENT WITH KEVIN WEAVER FOR SIDEWALK REPAIR AT 3149 TRAGON DRIVE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**
- RES. NO. 16-119**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION FOR THE ELECTION OF CERTAIN MUNICIPAL OFFICERS OF THE CITY OF MADERA FOR COUNCIL DISTRICTS 2, 4, AND 6, AND THE ELECTION OF MAYOR AT-LARGE TO BE HELD IN THE CITY OF MADERA ON NOVEMBER 8, 2016 AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION**
- RES. NO. 16-120**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO SUMMARILY VACATE EXCESS STREET RIGHT-OF-WAY ON SOUTH 'H' STREET BETWEEN THE 9TH STREET ALIGNMENT AND MADERA AVENUE**
- RES. NO. 16-121**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO THE NOVEMBER 2014 CITY OF MADERA INVESTMENT POLICY AND ADOPTING THE AUGUST 2016 CITY OF MADERA INVESTMENT POLICY**
- RES. NO. 16-122**      **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING APPROVAL OF A CAPSTONE SPONSOR AGREEMENT WITH BRIGHAM YOUNG UNIVERSITY - BYU FOR DEVELOPMENT OF A SEWER VIDEO INSPECTION DRONE AND AUTHORIZE THE MAYOR TO SIGN THE AGREEMENT**

Mayor Poythress announced that with the approval of his colleagues, he would like to bring item E-1 forward and discuss it right now. There were no objections.

Mayor Poythress called item E-1 for discussion.

*E-1 Discussion and Request for Direction on Capital Project PK-00057, Fresno River Trail, MID to Schnoor, North Bank*

City Administrator David Tooley stated his report this evening will be brief. He announced that the record should reflect that the report that has been provided to the City Council has also been provided to impacted residents. He advised that the report provides staff information as well as letters and pictures provided by the residents themselves. Mr. Tooley noted that this evening, the Council will need to consider at a minimum three things: the potential public good created by the project; the neighborhoods reasons for opposition including but not limited to privacy and security concerns; and the time, complexity and expense of the proposed projects.

Mr. Tooley stated that the report is complete in all respects save one, and that save one is that they received some additional information this week that will impact their decision making process. He advised that for something approaching 18 months, they have been in the process of trying to acquire two outlots in the

river area that are necessary to construct the project. He stated that those are in tax default and they are attempting to acquire them from Madera County. He advised that on Monday of this week, the City received a letter from Madera County that clarified their process. It is going to have to go through what is characterized as a Chapter 7 Tax Sale. He advised that the soonest that could take place would be November. He commented that has a couple of defined impacts on the potential project. The first is that it pushes back their critical timeline on the project. If the soonest they can get the project is November, it is unlikely that they can complete some parts of the project in time to make use of the grant funds they have received. They stand to lose a minimum of \$313,000 in Bicycle Transportation Account (BTA) money and there is a possibility that they could lose \$519,000 in CMAQ (Congestion Mitigation and Air Quality Improvement) funding. He noted that has everything to do with the timing of the project. Secondly, they could backfill the project with other money. However, if they attempt to acquire the property in November, they are going to have to pay for all of the taxes and liens that are against the property and those surely exceed the probable value of the property.

Mr. Tooley stated that if for any reason they decide to proceed with the project this evening, he needs to advise the Council that they are going to have to take a step back, they are going to have to take a deep breath, and they are going to have to reassess which funding sources they want to use on a project. They stand to lose potentially \$832,000 in grant funds. He noted that the current estimate on the project as a whole is just north of \$1.1 million. Mr. Tooley offered to answer any questions.

Mayor Poythress asked if there are any questions. No questions were asked.

Mayor Poythress announced that they do want to hear from the public. He mentioned for the record, in the report, they received correspondence from Mr. Alioto, Katie and Jordan Gong, the Massetti family, Ramirez's, Mrs. DeGroot, Mrs. Margot Sciacqua, Mrs. Bellew, Kathleen Lopes, Nell Begley. He thinks that is it as far as correspondence but, it looked like it contained quite a bit of people up and down the street.

Mayor Poythress opened up the item for those who would like to make a comment on this particular item. He asked that comments be kept to three minutes or less noting that would be wonderful. He added that there are probably going to be some folks that have similar types. He mentioned that all the letters were in opposition to the project. He asked that they keep that in mind and invited them to feel free to come to the podium, state their name and address.

James Massetti, residing in Madera, California, stated he is the contact person between City staff and the concerned citizens that would be negatively affected by this proposed walking/bike trail. He noted that the 16 residences expressed their concerns and those concerns have been compiled by Joe Alioto. He thanked the Council for their concern on this. He introduced Mr. Alioto.

Joe Alioto, residing in Madera, California, stated that his remarks may take just a little longer than three minutes but, he is summarizing remarks that were put together by all of his neighbors. He is speaking for the whole group so it may take a few minutes more than three.

Mayor Poythress stated that when he is hearing from the Mayor of San Francisco, that is a good thing.

Mr. Alioto commented that he is in remarkably good shape for his age. Mr. Alioto, residing in Madera, California, thanked the City Council for the opportunity to speak this evening. He advised that he is speaking on behalf of the owners of 16 homes on Trevor Way and Trevor Court who are on the north bank of the Fresno River. He asked the residents, and any other supporters who are here tonight, to raise their hands. He thanked them.

Mr. Alioto stated they are concerned with the Department of Parks and Community Services proposal to add a walking / bike path behind their homes on the riverbank. He stated that they represented the first group of households from families raising young children to retirees. They all enjoy the peacefulness and friendliness of the community they live in. They purchased their homes, whether it was from the original developer as long as 20 years ago or as a resale as recently as this year, with the understanding that there

would be no development on the Fresno Riverbank. When their homes were built, there was an easement requirement that prevented them from putting permanent structures on the outer portion of their yards in the Fresno River encroachment easement. Thus, they all own unfenced property that would be directly adjacent to the walking/bike path with no buffer or protection. Their homes all have wrought iron fences that allow them to see through their unfenced property. They all developed their backyards and landscaped their property behind their wrought iron fences with the expectation that no development would take place in the riverbank.

Mr. Alioto stated that in the last month or so they became aware of a plan by the Department of Parks and Community Services to extend the Fresno River Trail from Schnoor Avenue to the MID (Madera Irrigation District) North Bank and to the north/south trail behind Montecito Park to West Cleveland Avenue. They have, as a neighborhood group, studied this proposed project. They unanimously oppose this project for the following reasons. They have security concerns. He stated that the establishment of a trail adjacent to their unfenced property will increase foot and bike traffic and increase the risk of burglary, vandalism, noise, and unauthorized use of homeowner's property. He added that the neighborhood has already had several burglaries with access from the riverbed and the existing north south trail behind Montecito Park. They have had children who have been scared by people climbing their wrought iron fences. He noted that some residents are retired, widowed and/or live alone. He commented that an open path adjacent to their backyards will just invite the public into this area and make them unsafe.

Mr. Alioto stated that they have privacy concerns. He noted that the proposed path next to their backyards takes away the privacy they currently enjoy and will allow anyone accessing the easement to see into their backyards and directly into their homes. He advised that the easement also includes a built up berm for flood control. He noted that this elevated area overlooks their yards and further precludes any chance of privacy in their backyards. He added that many of their homes have pools and/or spas and they would be virtually open for public viewing.

Mr. Alioto stated that their titles do not allow for permanent structures in the easement. This means they have unfenced property open to the public's thoroughfare. He stated that there is already an existing trail that does what the new proposed trail is designed to do. He noted that the north/south trail behind Montecito Park is already connected to the Fresno River Trail on the south bank of the Fresno River by an access point at Dutra Court, Dutra Way, and North Schnoor Street. He added that their homes were built with this pathway as the expected connector on the north side of the river. He asked that they note that the paved trail ends at Dutra; not at the river, the current paved trail. They believe that the new proposal creates a redundant trail to the existing trail and this is a poor use of funds allocated for this type of project. They would rather see these funds used to create new parks or trails that do not duplicate existing resources.

Mr. Alioto stated that they have some engineering and safety concerns. They believe that the intended trail will be constructed on a sloping portion of the riverbank. This will require leveling and may require retaining walls. This construction will be more expensive than developing a flat parcel of land. Mr. Alioto stated this is somewhat puzzling in that Madera is almost 100% flat land. They are concerned that the construction on the riverbank might weaken the bank and impact their homeowner's safety. He stated that the riverbank berm was built up prior to their homes being built for flood protection. They are concerned that the construction could compromise their flood protection.

Mr. Alioto stated that they have liability concerns. They would like to know who will be responsible when trespassers come onto their property and are injured in some way. They would like to know who will be responsible when trail users damage the riverbank, their landscaping or their homes. They believe the peacefulness and serenity of their neighborhoods will be severely compromised. He noted that the neighborhood is currently quiet and serene. He added that constant traffic on the trail will eliminate that. He commented that the activities that they enjoy in their backyards such as gardening, reading, swimming and grilling will no longer be as relaxing as they are conducted with an audience.

Mr. Alioto stated that they have some maintenance and sanitation concerns and asked will the City routinely pick up trash on the walking/biking trail to ensure that it won't be a source of trash in their yard. They have

some environmental concerns. He commented that many types of wildlife live in the immediate area and may be endangered. He advised that the San Joaquin Kit Fox that is endangered has been seen in the area. Hawks, possums, coyotes, skunks, jackrabbits have all been seen in the area.

Mr. Alioto stated that they have concerns about the value of their property. He noted that the original owners of these homes paid a premium for the riverbank lots. They are concerned that the proposed path will reduce their property values and make their homes more difficult to resell.

Mr. Alioto thanked the Council for hearing their concerns. He noted that as the Madera citizens most negatively impacted by this proposal, they strongly request that the Fresno River Trail Extension from Schnoor Avenue to the MID North Bank Phase I Project be discontinued and not go forward.

Mayor Poythress thanked Mr. Alioto and asked if there are any other members of the public who would like to address this issue or speak on any related matter.

Mike Pistorosi with DMP Development stated that he has an issue similar to what Mr. Alioto is talking about. Mr. Pistorosi stated that when the new river trail was developed from Sunset to Riverview Drive, it passed behind a set of apartments that he owns. He had asked at the time if something was going to be done regarding lighting and the issue, and he was told by the City Engineer that there was no money available to light the trail. They are experiencing now the problems that these folks are concerned about. He believes the Council may have all received an email that he sent out. He has a video that he just got on his cell phone. He won't bother them with it tonight. He will email it to them tomorrow showing that meth use has increased. He added that the residents of the Vista del Sol Apartments are now concerned for their safety. They are asking him to construct a block wall now because they are concerned with people who are traveling up and down this trail. So he can understand certainly what these folks are talking about because he is a victim of it already and so are his 200 and some odd residents of the Vista del Sol Apartments, and he is not sure how to solve the problem. He has threatened to put up his own lights but then he found out that if he put up nuisance lighting, he can have problems with that. He has asked the City Engineer to see if he can find some additional funding for lighting to light that trail at night and hasn't had a good response recently from Mr. Helmuth. He restated that he can certainly understand what these folks are talking about and sympathize with them. He doesn't have a dog in the hunt regarding living along the river but, he is just here to bolster their argument. He thanked the Council.

Mayor Poythress thanked Mr. Pistorosi and asked if there are any other members of the public who wish to address this issue. He thinks Mr. Alioto and Mr. Pistorosi kind of covered a lot of ground. There were no other comments and Mayor Poythress closed the public comment on this particular item and brought it back to Council.

Mayor Poythress stated he knows they have a couple of Council Members who visited with the group, he believes, Council Member Foley Gallegos and Council Member Medellin. He asked if they would like to weigh in on this particular issue since they had a chance to go into more discussion.

Council Member Medellin thanked the residents of Trevor for having them come over, welcoming them to their home, and expressing their concerns. Council Member Medellin noted that as Mayor Poythress said, he along with his colleague Council Member Gallegos as well as Mr. Tooley (City Administrator) were invited to hear these concerns and see firsthand for themselves what those concerns are like. In the spirit of National Night Out and with what they are trying to do with the community, is start a relationship and this was exactly that. They came to City Council, expressed their concern, invited them as City Council to hear them and he wants to sincerely thank them for having them come over.

Council Member Medellin stated that some of the concerns they have already heard these evening so at this time he will give his opinion. He wants to address a couple of concerns but first, he wanted to ask Mr. Tooley about transferring some of the money. He thinks that question came up with, it is money that could possibly be used elsewhere. One of the concerns came up that evening. He asked Mr. Tooley to address that.

City Administrator David Tooley stated there are five sources of funds for the project as a whole and in some cases the funds are absolutely lost. In some cases, particularly the CMAQ (Congestion, Mitigation and Air Quality), they could be reassigned to another agency or they could be reassigned back to the City in which case, they could be used on another kind of project. He noted that there are some CMAQ Lifeline funds that can be reassigned to another City project so to answer the questions briefly, the answer is yes, no, and sometimes.

Council Member Medellin stated that is understandable and thanked Mr. Tooley for that. He thinks that is kind of where they were going a couple of days ago when they met. That being said, they have a number of capital improvement projects throughout the City that they can focus their attention on. He does want to say this, and he explained that evening, Vision 2025 was put in place for a particular reason, as well as their Parks Department and their Master Plan, and he wants to thank Mary Anne Seay (Director of Parks and Community Services) and her department for doing a wonderful job with their river trail. He commented that it has been able to promote walkability which is what their Vision 2025 actually says. He added that from the west side of town or the east side of town, literally taking out the other side of the tracks and making them one City is what they were trying to accomplish and he thinks they have done that. That is what they are trying to accomplish here but in doing so, they also found out that these are the only residents that they have impacted, the folks in Trevor where this will actually abut against their backyard. Council Member Medellin stated that they do have an existing trail that is used frequently. In his opinion, he thinks that a trail that is used more often is a benefit. As far as security, without lighting as Mr. Pistoressi said and nobody back there in these dark areas, who knows what is going on. With strollers, and dogs, and people walking, that is exactly what they are trying to accomplish but, he prides himself on listening to what the folks have to say and he tries to put himself in their situation. If he lived in that neighborhood, how would he be impacted and he can honestly say he doesn't think he would be in favor of this trail to abut up against his particular backyard. He was hoping that they could possibly use these funds elsewhere to continue the trail behind Montecito Park on Granada. If that is possible, he is sure that they will look into that.

Council Member Medellin referred to the expense and stated that because not all the money is subsidy, they will have to spend a lot of time and money of their own. That being said, his recommendation is that they do not continue with this project.

Mayor Poythress asked if any other Council Members would like to weigh in on this particular issue.

Mayor Pro Tem Rigby thanked again the residents of Trevor for coming and reaching out to the City Council. He thinks that that is exactly the type of thing they like to see from neighborhoods and he values their opinion immensely. He advised that he doesn't live near where they live so to hear those opinions and then also from his colleague Council Member Medellin, it helps to enlighten. He also wants to thank Ms. Seay and Parks and Recreation for continuing to strive towards their 2025 Vision of making Madera a walkable City.

Mayor Pro Tem Rigby commented that his family benefits from those trails. His sons benefit from those trails. His wife benefits from those trails; happy wife, happy life. He commented that it is overcrowded and he has seen what good those trails can be. He added that it is because of those trails that they actually hosted the very first 5k run in the City of Madera which has helped raise nearly \$60,000 for the Madera Rescue Mission and the Madera County Food Bank. It was birthed on that trail by a running group known as Finishers. He noted that the trail is a complete asset. He stated that it is disheartening to believe that an algorithm for building trail brings in crime and juvenile delinquencies and bad things is sort of what they have. He would hate for that to be echoed throughout Madera if they build a trail, bad things come with it. He doesn't think that is the case. He lived at Vista del Sol for three and one-half years. He can attest to breaking up several drug deals that happened on the basketball courts where he lives. He was the top apartment back there so safety for him and his family has always been an issue at Vista del Sol. However, he would agree with Council Member Medellin, seeing that the property acquisition will not work in favor with them in the critical timeline with the grant funding. He would implore his colleagues to consider taking a step back at the project as a whole. He thinks there are other areas that can use their staff that work so

diligently on the projects that they are given. He personally would like to see the connection happen underneath the railroad tracks closer to the east side. With that, he thinks that this project just doesn't seem to have the legs that it once did perhaps when it was originally presented.

Mayor Poythress stated he has a couple of questions noting that they are more staff related questions. He noted that this is called Phase I of the north side of the Fresno River. He asked if Phase II would be from MID to Granada along the north side.

Parks and Community Services Director Mary Anne Seay stated that internally they have not referred to the section in question as Phase I. They have always just referred to it as the North Bank West of Schnoor, kind of directionally.

Mayor Poythress asked if that whole half mile section would be considered the North River Project.

Ms. Seay agreed and clarified that is one of the four projects. The next one to go, what is kind of the sticking point with the property acquisition is the undercrossing on the north side. She advised that is the next project that would need to come out the gate. She commented that the project in question today would be the second. She doesn't think they have determined the order of the third and fourth but, she would assume that Cleveland toward the river would be the third phase.

Mayor Poythress stated Cleveland to the river and then it could hit west along the north bank behind the Montecito Court to Granada. He noted that is feasible.

Ms. Seay agreed.

Mayor Poythress stated he likes that idea. The second thing is just something he wants to bring up tonight because several people have actually approached him about it over the last week in fact, several today because they brought this subject up. It was the bridge over the Fresno River on Granada. He commented that a lot of people talk about how narrow it is, how it is difficult to navigate and especially, he thinks, on the east side, it is really narrow and on the west side, it is not quite as narrow. He typically runs on the other side but still, people talk about how narrow it is and they don't want to take their kids and whatever and go across. He asked if there is anything that could be done, and this is probably more of an engineering type question, short of adding another pedestrian bridge because, he knows that would be very costly. He asked if there are some like amendments/attachments, something that could be added to the Granada Bridge.

City Engineer Keith Helmuth stated they have been aware of the concerns with the Granada Bridge for some time of course. What they are looking into currently is the possibilities of either adding on to the bridge or doing a pedestrian crossing through a grant that they have yet to identify. He stated that adding on to the bridge sounds simple but, it is not necessarily simple. He does actually have somebody in the office now that has a little bit of expertise on that. He hasn't necessarily heard real positive thoughts about adding on to the bridge. They may be heading towards a possibility of looking at a pedestrian bridge if they can identify those grants. He has walked the bridge in the past and noted that it feels uncomfortable when you walk on it. You don't really want to be there. The best he can say right now is they are exploring it. It is an expensive option either way. He advised that one of the things they had been looking at was to go ahead and get kind of federal government sufficiency rating on it that would allow them to apply for bridge replacement funds. He stated that hasn't worked out for them in terms of getting that so they are more or less looking for a grant.

Mayor Poythress stated then it is some kind of attachment or amendment to the bridge or whatever. It is something that, from an engineering standpoint, may not meet the test of durability or safety or something.

Mr. Helmuth replied that structurally it may not be that simple to go ahead and add on.

Mayor Poythress stated he gets it. He added that the only other thing is that it was brought up again tonight about the light issue. He stated that again, it is all part of this walkability and so forth. He would like to see at some point taking a look at that.

Mr. Tooley stated he received a copy of the email today as well. He noted that it is a funding issue. He is going to assemble staff tomorrow and they are going to do a review, see where they are and what the alternatives might be. He thanked Mr. Pistoresi for again bringing it to their attention.

Mayor Poythress stated with that, along with input from his colleagues and input from the most important people in this room, their citizens, he asked if it is fair to say that at this time they will delete that portion of any future project taking the trail on the north side from Schnoor to the MID. He asked if that is fair.

Council Member Medellin stated that Mr. Alioto's words were to discontinue. He would say they would discontinue.

Council concurred.

Mayor Poythress thanked everybody. He commented that this whole process was done in a very congenial, respectful... He just loves the connections and the dialogue that took place on this particular issue. He thanked them again and everybody who has been involved in this process.

Council Member Medellin commented that he thought Mr. Pistoresi was going to volunteer to pay for the bridge.

Mayor Poythress moved on to the next item.

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

**C-1 A. Consideration of a Resolution of the City Council of the City of Madera Calling for and Giving Notice of the Holding of a General Municipal Election to be Held on November 8, 2016 to Present to Voters a Measure to Levy a Transactions and Use Tax of One-Half of One Percent as Required by the Provisions of the Laws of the State of California Relating to General Law Cities; Requesting Consolidation thereof with the Statewide Election to be Held on the Same Date; and Requesting that the Madera County Board of Supervisors Authorize the Madera County Clerk to Render Specified Services to the City of Madera Relating to the Conduct of the General Municipal Election;**

**And**

**B. Consideration of Introduction of an Ordinance of the City of Madera Enacting a Transactions and Use Tax to be Administered by the State Board of Equalization, Upon Adoption by the Voters**

City Attorney Brent Richardson stated before the Council tonight are two items. They have a resolution before them and then an ordinance. By way of background, as the Council may recall, it is about a year ago when staff brought an item to Council trying to determine interest in placing a half cent tax measure on the ballot. At that time, the Council did express interest. In February of this year, the Council retained a consultant to determine basically the feasibility of such measure by doing some initial polling, etc.

Mr. Richardson stated now that that has been determined to be likely feasible, are the mechanisms for putting that on the ballot. The first is the resolution which actually calls for the election to be consolidated with the countywide election and directs the City Clerk to actually coordinate with County staff in getting that onto the ballot. He added that it includes the language for the ballot measure, that type of thing. It

also attaches the ordinance that will need to be adopted which will actually effectuate the tax measure. He advised that the ordinance is actually the second item and that will need an introduction.

Mr. Richardson stated that typically, when they introduce and then approve an ordinance, it is effective 31 days after adoption. In this case, it is only effective after approval by a majority of the voters at the general election.

Mr. Richardson stated that before the Council, they basically have the resolution calling for the election and putting certain things in place that need to happen to see that that gets done. Then they will need to also introduce the ordinance. He advised that Mr. Tooley and also the consultant are available for questions if any.

Mayor Poythress asked Mr. Tooley if he has any comments he would like make at this time.

City Administrator David Tooley stated he would gladly yield the microphone to the Council ad hoc committee who has helped craft the measure that they will consider this evening. If the Council has any specific questions of him, he would be happy to answer.

Mayor Poythress asked for members of the ad hoc committee to raise their hands. He noted that it is Mayor Pro Tem Rigby and Council Member Medellin and asked if either one or both would like to comment on this particular item.

Council Member Medellin stated he yields to the Mayor Pro Tem.

Mayor Pro Tem Rigby stated that when they had the opportunity to sort of sit back and reevaluate some of the things that they knew they needed improvements on in their City, it came to the conclusion that they were actually victims of their own success. Moving through the time period of the great recession they are slowly coming out of as a nation, City staff did a phenomenal job of working under the budget that was given to them and able to deliver services that the City would otherwise never have seen a change in essentially. Having never laid off a police officer through that time and really having made minimal changes to service deliveries made by all of the City staff and all the agencies that are operating within the City budget, it came to the conclusion that they were still operating under that budget 10 years later. He noted that this was becoming problematic as they began to look at different things that were happening in Sacramento that really unfortunately, as a City, they had no control over. He commented that as Proposition 47 was applied to the State legislature and several others that released a lot more prisoners back into the public sphere. Looking at several of the different things that they have been dealing with recently with infrastructure needing to be repaired, as many of them are aware of what took place at the intersection of Howard and Schnoor, they thought it was timely to send out a poll which was conducted by partners.

Mayor Pro Tem Rigby stated that over 500 voters were polled and the information that came back was helpful. It was a resounding support that not only do potholes need to be fixed but, that the citizens of Madera would like to see public safety helped financially and resources given to public safety financially. After much deliberation with not only his colleague but several others on the ad hoc, they came to the conclusion that a half a cent increase in sales tax would best benefit several of their agencies. One of the things that it would do is that it would ensure putting more boots on the ground for their Police Department. They are talking close to 13 new officers that could be added to their force because of this increase in sales tax. Not to mention being able to build a new state of the art fire station on the north side of town which would cut down response time by their Fire Department to anywhere in the City by nearly a minute and one-half to possibly two minutes which is an incredible amount of time and quite frankly, that is his life that they are coming after. He will take those two minutes gladly. He added that is not to mention those other areas that they would be able to better serve their City with, with this increase.

Mayor Pro Tem Rigby stated that when you look at the half a cent increase, it is incredible to him and he thinks to several people in this room that it would come to no surprise, the amount of sales tax that is lost to the Fresno/Clovis area just in shopping alone. He would say close to 75% of the people that live in the

City of Madera are already paying more than this half a cent sales tax by shopping at their Costco's, Target's, and eating out in other places in Fresno/Clovis. It would benefit him to know that what little change is happening to their sales tax, if all that money is being funneled back into programs such as public safety, programs such as fire, he thinks that is something that the City would agree would best benefit everybody.

Council Member Medellin asked how he adds to that noting that Mayor Pro Tem Rigby said it all. He would like to thank his colleagues for unanimously deciding to get them to this point. Recognizing what Mayor Pro Tem Rigby just said and the need in the City of Madera, he came on in 2011 when they were still in the budget crisis. The theme then was, we are doing more with less. And without having layoffs, he thinks Mr. Tooley and the City staff should be proud of that but, one thing they still did regardless was they provided service to the City of Madera. But, they are reaching a point now to where Prop 47 and AB 109 is, no pun intended, handcuffing them and making their job here to keep citizens safe difficult, and the community deserves better. He noted that for every \$100 you spend whether it be in Fresno or Madera, \$100 you spend here in Madera, it will be an additional fifty cents. It will be an additional fifty cents for 12 new officers.

Council Member Medellin stated that they recently did a poll with TBWB. He thanked them for being here and added that it is a great partnership. In that poll, people have spoken. "Provide quick response to 911 emergencies." "Reduce gang activity." "Hire additional police officers." "Provide services for youth and teens to keep them off the street." He added that not only another fire station but a manned fire station with a truck and personnel. These are things that the people have spoken here in Madera. He is proud to be at this point and he is very proud to put this on the ballot and give the citizens of Madera what they deserve.

Mayor Poythress asked if there are any other questions/comments from his colleagues. He added that if not, he would like to hear from their consultant at this time. He would like to kind of hear methodology, how they came to the conclusion to go this direction, polling results, things of that sort. He added that there may be questions for the consultant.

Charles Heath with TBWB stated they have been working for the last several months with the City to (a) evaluate the feasibility of a half a cent sales tax proposal, to measure the communities priorities in terms of potential uses for those funds, and also to begin the process of educating and informing the community about some of the funding needs that exist here in the community and how these dollars might be used if the voters do approve a modest increase in the sales tax.

Mr. Heath stated that the centerpiece of their feasibility assessment was conducting a statistically reliable survey of their voters. This is a process that they go through in any community where they are contemplating putting a measure on the ballot in order to understand the community's priorities and sensitivities. He can say that looking at surveys of this nature for communities all over California, they found extraordinarily strong support here for the concept of making investments in a variety of different public programs but clearly, there was a priority placed on public safety. They found that 69% of their voters would be inclined to support a measure that would increase the local sales tax by one-half percent after voters heard clear descriptions of some of the programs and services that would benefit from those dollars and potential arguments in favor that they might hear over the course of the campaign, support actually rose to 72%.

Mr. Heath stated that what they are contemplating here is what is characterized as a general tax measure that would require a simple majority vote of the public. With that 69% to 72% support, they are well above that simple majority threshold required for passage so they feel quite confident that the measure is feasible. They have taken the findings from that survey in addition to the conversations that they have had with City staff about how they would want to structure the measure, build in accountability provisions and whatnot, and that led to the drafting of the resolution and ordinance that the Council has before them here tonight.

Mr. Heath stated that they also sent out a communitywide informational mailing about this issue inviting the public to participate in this meeting here tonight so that it would be an open, inclusive, and transparent process. If the Council should choose to move forward with placing this measure on the ballot, they would

do a subsequent mailing to the community to announce the Council's action and inform the public of what they would be voting on this November.

Mr. Heath advised that is a brief summary of the process and he would be happy to answer any questions.

Mayor Poythress stated he recalls when Mr. Tooley brought up and they discussed a potential sales tax measure last year and he knows that it was the discussion, and he thinks the desire of Council at that time was that it was a measure that would be heavily weighted towards safety services, fire, police; things of that sort. Since that time there has been a little bit of a shift to maybe more of an open type of general tax. He noted that it would certainly be easier to pass but, he guesses his concern is...he needs to sell this thing. That is the bottom line. He is not going to vote for something here tonight if he is not fully 100% behind it, if he can answer questions. He knows some of the questions he is going to get. People are going to say, well how do you know the money is going to go towards safety services? How do you know this? What is going to happen in 10 years? He just can say, well you just have to trust us because he is not going to be here in 10 years probably, who knows, maybe but, they don't know if their City Manager is going to be here. He probably won't. He is going to win the lottery. They look at the entire staff here and the institutional knowledge and the reasons for passing this thing can be gone. Then they have a whole new set of characters that say, ok, we've got this money coming in, we're going to shift it here and here and here. He guesses what he needs to know is what are the safeguards to ensure. He sees this language here in the resolution but is it binding. That is what the public is going to want to know. What is it? How can I sell this thing and really show these safeguards whereas on a safety tax, it goes to safety. It's got to pass by two-thirds but there is no shifting money here and so forth. That is his question.

Mr. Tooley asked to answer in relevant part here. He thinks their selling point is contained in the survey that they had done. As a Council, they are going to demonstrate that they are going to be responsive to what the Council wants to see. He commented that the survey clearly demonstrates a desire to focus on public safety activities. He added that there are other activities identified in the survey but nonetheless, public safety is rather clearly the highest priority. He advised that nothing limits future council's from making changes in direction and that is probably reflective of the fact that probably over time, the City's needs may well change. He stated that the Council, as the elected officials, ultimately make the decisions and they have the authority. Mr. Tooley stated that he is going on the record now telling them that the recommendation from staff in their 2017/2018 budget, it is going to heavily weight the use of these funds towards public safety. He advised that it will focus on additional police resources. It will focus on accelerating the construction and operation of a new fire station, and if they follow those recommendations, the first three to five years of that funding is going to be largely spoken for.

Mayor Poythress asked for confirmation that there is no sunset for this particular sales tax.

Mr. Tooley replied that there is no sunset contained in the measure.

Mayor Poythress asked if there are any other comments or concerns. He asked if he is the only one that has this concern. He can't believe he is not but maybe he is.

Council Member Oliver stated he also shares the same concern. He wishes that in California it was the opposite whereas, if it was a specific tax and they knew where it was going, it would be a 50 plus 1 which would make more sense but in this case, it is the opposite. He absolutely agrees and shares some of the Mayor's concern as well but deep down, he is going to look down at what do we have today. He thinks what they found is that they have a Police Department among other public safety units that have heeded the call to engage their community, who have got out of their patrol units and walked the streets and have gotten involved in neighborhood watch and is part of National Night Out. And, they have done this with few and limited resources. He thinks what they found is that the community is receptive to this. Not only are they receptive, they are buying in and they want to take ownership of their Police Department of their City. He was pleased to see the polling results and pleased to see the community's positive reaction towards a measure like this but he has to tell them, it was not a surprise because they have already been sitting on that data which is rooted at the neighborhood level through neighborhood watch and over 70 neighborhoods

that they have engaged throughout the City. He thinks ultimately, the measure of this success is going to be on them to ensure that they are accountable to the public and that they are willing to face the music. They are willing to face the music at the neighborhood level. His hope is that, they don't want to put the cart in front of the horse necessarily but, there would be nothing from keeping them let's say next year for example, if this were to pass, of supporting a resolution that might refine some of those future, maybe looking at or placing some assessment as to the progress or the proceeds, how they have been utilized. He asked Mr. Tooley if there would be anything keeping them from looking at some changes in that respect.

Mr. Tooley stated that Council Member Oliver raises some excellent points. He commented that there is nothing that ever limits them from providing additional structure to their budget. There is nothing that ever limits them from looking for additional assessments of success. If this measure is successful, those are exactly the kinds of things that he thinks the Council might want to explore.

Council Member Oliver stated he thinks that they should and he shares the Mayor's point. They can't control what the Council will look like four or eight years from now. He can say that he is 100% confident in this body right here and he knows that their intentions are pure and their efforts are genuine and that they have the best interest at hand. He could take that to the bank all day long. He would support moving forward with this measure. He would like to see a discussion following this to see how they can, not necessarily refine it as far as the scope of police or fire or infrastructure, but how they ensure greater taxpayer transparency and accountability. But, he doesn't want to compromise if from possibly being perceived as a special tax by providing that structure here at the onset. As much as he would like to, he would not want to compromise that effort.

Mr. Heath stated that many of his clients that have pursued general taxes of this nature go through the process of adopting on an annual basis an expenditure plan for these funds so there is a document, in addition to their normal budgeting procedures, that lays out for the public here is how these additional funds are being utilized.

Council Member Oliver states he thinks there is a great avenue to do that and that is through their neighborhood teams. Many who organized last night are part of National Night Out. He thinks they are already doing that today. That is something they can look at implementing in the future.

Council Member Holley stated they said a mouthful. He commented that being in Madera for a long time and being a part of National Night Out last night, he had a lot of people really for the first time getting together in their neighborhood wanting to do something exciting to help Madera out. Their concerns are safety. They hear more about safety than they do about anything else. He added that fires are starting to become a real thing to talk about because of what has been happening throughout their county. He commented that if they don't step up as a Council, support their law enforcement or Fire Department, their safety avenues, they are just wasting their taxpayer's time because they thrive on the Council to get them the right quality of safety and things throughout their City. He feels that they've done a good job of getting a consultant to come in and feed them the information and the tools that they need to work with. If they don't go forward with it, then they are wasting more time than they did money.

Council Member Robinson stated they have the finest police officers and they need to back them because every day they go out on patrol, they don't know if they are coming back to their families. They need tools in order to do the job. They live in a dangerous time now. There is terrorism all over the place. He added that you think of Paris, then you think of San Bernardino and Merced also. Then you think of the fire danger. That is another reason why they need another fire station so response time is shortened. He stated he is in favor of this sales tax because right now, Fresno is draining them dry. They are building a remarkable building downtown now. They are changing everything around. They have a lot of activities coming up for their citizens and we need to have money here so that we can put Madera on the map. He wondered how are you going to have somebody think about moving to Madera if you have a crime problem or road problems. That is why he drives a jeep so if he hits a pothole. It reminds him of his military days.

Council Member Foley Gallegos stated she would just like to chime in with her colleagues and say that this last week she did a 12-hour ride-along with their Police Department, Sergeant Foss. Like they say, they are doing a lot with less. They have probably six officers in the night patrolling their whole City. They are huge. That's not a lot of officers and they do such a great job. She was remarkably impressed. Her eyes were opened; what an experience to have that opportunity. She thanked Chief Frazier for allowing that to happen. With this half cent sales tax, she is for because it is the best thing for their City. They have a total, stating don't quote her, 70 officers on their force for a town of 64,000. If they look at the surrounding towns, the number of police officers that they have compared to their residents is much greater than what we have so she commends their police force for doing the things that they do with the more calls that they get, the more citizens and the things that they have going on, and response time is efficient. They are there. She has heard from some of the communities that, "I've called and the officer was there before I knew it." "Before I could get out the door, he was coming around the corner to waive them that this was the house." Council Member Foley Gallegos commented that she would like to commend that this sales tax is so important not only for their police officers, their fire. She stated that for National Night Out they had a fire truck come in to Trevor. That is where they live. They were scheduled to go to several residences that night but a major fire came and they were just wiped. All that they do, she totally appreciates protecting everyone around their City and making it the best that they can be. She is totally in support of this.

Council Member Medellin asked Council Member Foley Gallegos if she did the whole 12 hours.

Council Member Foley Gallegos stated she did 7:00 at night to 7:00 in the morning and it was wonderful.

Council Member Medellin stated she set the bar high.

Council Member Foley Gallegos stated she had a great team that night. She commented that Sergeant Foss' team is amazing.

Council Member Medellin agreed and added that they are all fantastic.

Council Member Medellin stated he just kind of wants to set the record straight that they are transparent and they have been and they are every year. They just had a five meeting budgetary process where they broke it down where they are open to the public and their books are open. They should be held accountable. He noted that they bring up a good point because whether they are here or not, he thinks that should be a message to the community that when you are going to elect somebody to office, this is what or whom you are electing, somebody who understands what is happening in our community so he thinks that would be a great question to ask. But to Council Member Oliver's point, he is certainly in agreement that if they can have some sort of addition to next year, he would be happy to explore those different options.

Mayor Poythress referred to the expenditure plan that he brought up and asked if that is something that is approved after the measure passes; something like this.

Mr. Tooley replied that in most cases, it would be done as part of their regular budget process. If they are going to pass a special tax with a two-thirds vote margin, there is usually an expenditure plan that goes with that. In which case, sometimes a citizen review panel will hold you to that particular standard. Mr. Tooley stated that in our case, with a general tax, it falls back on the City Council and he would anticipate some discussion about how they designate use of funds and how they measure the impact of those funds noting that is just good management.

Mayor Poythress noted that everybody is in agreement. They are looking to pass something for public safety. In his case, he wants to make sure it goes to public safety. That is why they engaged in this thing in the first place, a year ago whenever it was. That is just his biggest concern and that is why it is with a general tax like this that is easier to pass. It is still that element of what is going to happen. He asked how they are going to remain disciplined. In the next few years, he has no doubt that they are going to maintain that discipline but again it is the future, what is coming up in 10 years, 15 years?

Council Member Medellin stated, crystal ball.

Mr. Tooley stated he will be taking that chip about winning the lottery. That sounds real good to him. He is onboard with the Mayor on that.

Mayor Poythress stated that because of the importance of the subject and so forth, he would like to open this up to the public for any comments that people would like to make. He would like to keep them to three minutes or less.

Mayor Poythress opened the item up to the public.

Bill Jones, residing in Madera, California, stated that the Mayor hit the nail on the head. When he first read the publication that the City was going to come up with a special tax, he did a backflip. As Past President of the Lion's Club and Past Post Commander of VFW 1981, he said he would work his behind off to see that this is passed but then, he got to the last statement number eight: potholes, roads, and other things. He is with Mayor Poythress, make it a special tax, and as it has been reported, 69%-72% of the people are behind it. You only need two-thirds vote for a special and then you know the money is going where it is supposed to go. He commented that at any given time of the day, their Police Department does more with less. They are lucky to have ten guys on duty if they are not on leave, sick or this kind of thing. For as large as they are, they ought to give them a standing ovation for what they do because they do one hell of a job noting that is marine guttural. He is with him 100%. If they pass a general then it can be used for other things and that he doesn't want to see. He will work his behind off to see that it is defeated. If they make a special for law enforcement, for safety, he can guarantee they will get enough people out on the road to work this thing to make sure it passes.

Mayor Poythress thanked Mr. Jones.

Bill Hill, residing in Madera, California, thanked the Council for letting him speak. He stated that just to set the record straight, his son is a police officer with Madera. He referred to Council Member Foley Gallegos' comments where she gave a real good speech a minute ago when she said there were six officers from 7 to 7. He noted that five of them are in the building right now so he hopes that the one that is out on the street is doing a good job. He hopes what he says here tonight will not affect his son's ability to do his job.

Mayor Poythress asked what his name was again.

Mr. Hill told him to remember his first name Robert. Mr. Hill stated he is all in favor of it. They got an email and he appreciates Mayor Pro Tem Rigby sending a response back on that. He is not against it. What he thinks is they took a basket and they went to every department in the City and threw something in it and that is where it is at. If you are going to call it safety, and you really want it to be safety, then consider the Police Department, the Fire Department, take care of their needs that will take care the City of Madera to make this a better place. He noted that they brought up about the sink hole. In his knowledge, they have had about two sink holes in Madera in the last 40 years. They have had potholes. There is a difference between a pothole and a sink hole but, they are important. But, if they don't make this place safe, get their insurance rates down, then nobody is going to want to come here because it just won't be a safe place to live. He is in favor but, he thinks what they have said is if you make it specifically or all of them go on the record, raise their hand, swear to God that they'll keep that money to go directly to these items first that they said they'd do; the nine police officers, or 12 or 13, whatever it was, nine firemen, the fire station, the things like that otherwise they will go out and hang themselves if they don't stick to their word. But he thinks that is what the majority of people think that they won't stick to their word and they have a historic, in this country, of oh we are going to do this, we are going to be transparent, and that lasts for about a month and then it is oh we are going to take the money shift it over here to make something work. He asked that they stick to what they say they are going to do and take some of those things out of the basket, get rid of them, and just take care of the need first and foremost of the Fire Department, Police Department in the City of Madera.

Mayor Poythress thanked Mr. Hill.

Dan Foss, Sergeant and President of the Madera Police Officer's Association (MPOA), stated he did not plan on getting up here but, he noticed that there was some talk about the general to the special which obviously he thinks it doesn't affect anybody really more than his department and the Fire Department. He completely respects and understands what they are saying as far as making a special so that the funds do go to the Police Department guaranteed but, he does want to say...he has been on the board with the Association now close to 10 years. The reason he is totally fine with a general election is kind of two-fold. For him, he has complete faith in which way the funds are going to go from the Council. He has no fear whatsoever that if they say the funds are going to go towards the Police Department that is where they are going to go. He really doesn't think, even though the risk is very small, the risk is even necessary to go that way because they have so much faith in where the funds are going to be spent. He really believes that they will go to the department and the Fire Department. Sergeant Foss stated that in his mind, their job is to serve the community and if there is an emergency that comes forward and there is something major that needs to be fixed or something comes up where they do need funds, if it is the general measure, then those funds can be spent on emergency situations. He stated that the Police Department, above anybody else, they understand sacrifice. They understand what that means so if they have to tighten their belt for a year or two so that those funds can be spent where they need to be spent for the community, they understand that. So, he does hear Mr. Hill, especially what he was saying with across the nation people are very afraid. They don't trust their government officials sometimes. He stated that they have no fear of that here. He has full faith that if this passes, on either a special or general, he feels like the funds will be spent appropriately, responsibly and in the right place every time. He commented that it probably sounds a little bit taboo coming from himself but, he almost leans toward the general just because he does have such faith in their elected officials and their leaders of the organizations here at the City that if the money is an emergency and needs to be spent on something else temporarily, they have to look out for everybody in the community. Like he always says, they are all in the same boat. This is just one big ship, the City of Madera. If they've got to plug a hole here, they have to plug a hole here. When times are good, of course he wants and he thinks, it is very important that the Police Department and the Fire Department gets the funds so they can make this place the best place to live possible. He is fully in support obviously of a special but even a general. He has no fear that the funds will be spent responsibly.

Mayor Poythress thanked Sergeant Foss and asked if any other members of the public wish to address this item.

Chief of Police Steve Frazier stated the Mayor's question came up and he doesn't think it was really answered. They have kind of talked around this a little bit. He wants to say that they, the Police Department, the Fire Department, and he won't speak for them besides they are all sleeping anyway...

Fire Chief David Allen made a comment from the audience regarding going on a 24-hour ride with them.

Chief Frazier replied that you can't sleep 24-hours. Chief Frazier stated, to address the Mayor's question, noting that is the question because he lives in the City of Madera and he is going to be taxed by that. He realizes that his department will hopefully receive the benefit of that. He realizes that sounds kind of self-serving but, that gets addressed by...they have made recommendations to the Council. If they follow the recommendations or they enact those recommendations that means 13 boots on the ground. It means a building, an engine, and nine firefighters. If they follow that, they will use up the tax proceeds and those will be then spent for those items moving forward. So there isn't a surplus of tax to spend elsewhere if they follow those recommendations. He stated that this Council has made that commitment to follow the recommendations so the money is going to be encumbered moving forward. They hope that their tax base grows significantly down the road and their \$3.5 million becomes \$10 million because of all the retail but, at this point in, this juncture, if they follow those recommendations, the money is going to be encumbered and there won't be a surplus left to spend elsewhere because they've got a building, they've got 13 officers and it is important enough. He knows they all realize that and that margin for error for a special tax scared him. He knows that other folks on this committee, it was a little scary for them too. He noted that it is important enough for them to pass. That margin of error was just too close and it is too important of a vote

for them to have such a close margin. He realizes a special tax goes this way but what if it doesn't pass. He noted that Mr. Tooley (City Administrator) has said, and he thinks very appropriately, we get one bite at the apple. If they fail to reach two-thirds, then their bite was in vain. They felt with the 50%, their margin was large enough that they felt confident that that would pass and with this board, this Council, who they have worked so well with has told them...we have recommendations. The money will be tied up and it will be spent if they follow that route. He thought that kind of addressed what the Mayor was asking.

Mayor Poythress thanked Chief Frazier noting that he did answer it and that is the first time he has received an answer this evening.

Mayor Pro Tem Rigby commented that the Chief hit the nail on the head. He was actually going to chime in because he too wanted to answer sitting as the ad hoc. He stated that this was probably the item that they wrestled with the most. Undoubtedly, these are the finances they would like to see coming to the City so they could operate with but again, as they heard their officer say, that is what makes Madera special. The fact that they are all in this together. His wife often says, which child get the most love. How do you love more than one child and it is the child that needs the most love at that moment. Knowing that right now public safety, fire, they need this. They wrestled with it. What is the correct way and since they are just being candid and frank, they were scared of that margin of error and if he can convince the gentleman that lives on Harvard that undoubtedly, they wanted this to be a special tax but, that margin of error becomes very small and they cannot let this one slip through them. As a City, they cannot let this initiative not get passed and if they stay at two-thirds vote, all it is going to take is a small margin of people that say no more taxes, no more new monies added and then all of a sudden they don't get to resource the men and women that need the resource the most in a time such as this where they need that resource the most.

Mayor Pro Tem Rigby stated that he understands where the Mayor is coming from completely but, the reason they went to that general tax was because they don't want to miss it and just like Chief said, if they take the recommendations from their public safety officers and use them accordingly, eight to 10 years down the road coming in, this will be his second year now serving as a City Council, and one of the things he holds highly is knowing how they maintained the delivery of services through that recession. That is something that he doesn't want to compromise so he holds that as a feather in his hat. He doesn't want to be the one that has to let go of police officers. He will fight to make sure that the ones that they hire stay on there and he can only assume that whoever is elected 10 years from now would want to hold that same accountability to the City. Once they bring on 13 new boots, once they bring several new firefighters, he would hate to be the one that says, I'm not going to pay for them anymore and he doesn't think that that person exists in their City.

Mayor Poythress asked if he is saying that they are going to get the love in 10 years too.

Mayor Pro Tem Rigby replied that he hopes so. He hopes there is enough love for everybody.

Council Member Oliver stated, for frame of reference, he believes when they looked at the polling results, although it came in at 69%, the margin of error was about 4%, plus or minus 4%. That was concerning for him. Just for those who are here, he asked what the City's track record is of trying to pass these measures in the past and if they have ever tried a 50+1 or a two-thirds public safety tax, and if so, what was their success or lack of success.

Mr. Tooley replied that they attempted to pass a public safety tax twice. He asked Chief Frazier to refresh his memory on it being a special tax.

Chief Frazier replied from the audience that it was.

Mr. Tooley stated that the first time they missed by 100 votes. The Council made some adjustments the second time around and they missed by a larger margin the second time around so they are 0 for 2.

Mayor Poythress added if he recalls, back then, there wasn't a whole lot of support from the City Council sitting at that time as far as taking part in leading the charge.

Mr. Tooley replied that his memory is less precise so he would yield to the Mayor's memory on that particular item.

Mayor Poythress referred to the vote of November of '04. He joined the Council a month later but, the campaign was that fall and he doesn't recall one city council member leading the charge, being involved.

Mr. Tooley added that a number of staff members actually walked door to door, and at this point, he can't recall a council member doing that.

Mayor Poythress stated that in this particular case there are going to be a lot of Council Members out there leading and involved in that.

Council Member Medellin stated, like he said before, he wants to thank his colleagues for being in total agreement and unanimously getting them to this point. He thanked Mr. Jones and Mr. Hill for their comments. He stated his appreciation and for Mr. Hill's son's service to the City of Madera. He further stated that he appreciates their passion. He hopes that they will help the City with that passion and they know which direction that they want to go. They all want the same and that is for this to be the best City to live in. He plans on spending hopefully, the next 4 ½ years here maybe more but, he will go on record tonight saying that he fully intends to abide by these recommendations and spend that money for their police and fire.

Mayor Poythress stated that is what is so cool, that all of the other Council Members agreed the same way.

Mayor Poythress asked if there are any other comments, questions or points. No other comments were made and Mayor Poythress announced that they have two items to consider and stated they would start with item C1A.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM RIGBY, ITEM C1A, RES. NO. 16-123 WAS ADOPTED UNANIMOUSLY BY A VOTE 7-0.**

**RES. NO. 16-123      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALLING FOR AND GIVING NOTICE OF THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2016 TO PRESENT TO VOTERS A MEASURE TO LEVY A TRANSACTIONS AND USE TAX OF ONE HALF OF ONE PERCENT, AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES; REQUESTING CONSOLIDATION THEREOF WITH THE STATEWIDE ELECTION TO BE HELD ON THE SAME DATE; AND REQUESTING THAT THE MADERA COUNTY BOARD OF SUPERVISORS AUTHORIZE THE MADERA COUNTY CLERK TO RENDER SPECIFIED SERVICES TO THE CITY OF MADERA RELATING TO THE CONDUCT OF THE GENERAL MUNICIPAL ELECTION**

Mayor Poythress moved to item C1B and called on the City Clerk for title.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM RIGBY, FURTHER READING WAS WAIVED, AND THE INTRODUCTION OF AN ORDINANCE, ITEM C1B, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**INTRO. ORD.**

**INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING A TRANSACTIONS AND USE TAX TO BE ADMINISTERED BY THE STATE BOARD OF EQUALIZATION, UPON ADOPTION BY THE VOTERS**

**C-2 Public Hearing and Consideration of a Resolution Confirming the Assessments for City Wide Landscape and Lighting Assessment District Zones of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 and Authorizing the City Engineer to File the Diagram and Assessment with the Auditor of Madera County**

City Engineer Keith Helmuth stated that on an annual basis, the Engineering Department prepares an Engineering Report to address expenses and funding of landscape maintenance districts. He advised that the report addresses the City's landscape and lighting assessment districts within the City of Madera. He commented that by now this is sounding exactly like two weeks ago and it will go that way for just a little bit.

Mr. Helmuth stated, as noted in the staff report from the last Council meeting, this Engineer's Report maintains the assessments that were implemented in last year's 15/16 report as the Parks Department continues to assess the reasonable assessment for each zone. He advised that this assessment period includes such factors as new hires and drought impacts that might unduly be impacted by a single year review. He noted that staff has applied a cost of living adjustment to the zones where landscape covenants allow for adjustments using that. He advised that is based upon inflationary factors but only if projections indicate it was warranted. He stated that such adjustments occurred in 21 zones.

Mr. Helmuth stated that the report also does several things as part of the management of the various zones. Those include adding additional districts to the Engineering Report that did not exist in the previous year. He noted that no districts were added last year. It also updates exhibits and assessments to reflect parcels that may have been divided or merged in previous year. He noted that no parcels have been merged or divided.

Mr. Helmuth stated that on July 20, 2016, the City Council approved a resolution of intent to levy and collect annual assessments for zones contained within the Engineer's Report. He advised that as part of that resolution, it was resolved that this public hearing would be convened and to allow for public comment of the Engineer's Report and findings contained therein.

Mr. Helmuth stated they are asking that the Council consider the testimony presented, if any, and determine that the assessments are appropriate and that the resolution should be adopted. Mr. Helmuth offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Helmuth. No questions were asked and Mayor Poythress opened the public hearing. No comments were made and Mayor Poythress closed the public hearing.

**ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-2, RES. NO. 16-124 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 16-124 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONFIRMING THE DIAGRAM AND ASSESSMENT FOR BENEFIT ZONES 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B,**

**29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51  
LANDSCAPE AND LIGHTING FOR FISCAL YEAR 2016/2017 AND  
AUTHORIZING THE CITY ENGINEER TO FILE THE DIAGRAM AND  
ASSESSMENT WITH THE MADERA COUNTY AUDITOR**

**C-3 Consideration of Introduction and First Reading of an Ordinance Amending Certain Sections of the Madera Municipal Code Pertaining to Water Regulations**

Public Works Operations Director Dave Randall stated before the Council is a first reading and an ordinance related to water regulations. He advised that there are 10 minor changes. He noted that this isn't a substantive policy issue; this is more of a housekeeping issue. He commented that the changes really don't have any large consequences but, they are things that they need to take care of to try to make their operations more effective and efficient.

Mr. Randall stated he will run through these fairly quickly and noted that the report and ordinance details have the exact language as well. Mr. Randall advised that the first section talks about exceptions. He stated that in their ordinance there is a provision that calls for, when they issue a correction to something, that people can be given a 10-day notice or a warning citation. He commented that there are exceptions to that for things that aren't warranted. He explained that when you are watering on the wrong day, giving you a 10-day notice to fix that doesn't really work. He noted that this sort of clarifies that and provides the language that says, no that doesn't count. It is clarification.

Mr. Randall advised that the second one is tampering. It makes it illegal and enforceable that you can't pull the wires off your meter or otherwise try to cut off the lock or do other things that people sometimes will do.

Mr. Randall referred to opening of valves. He noted that surprisingly people sometimes like to go out on the street and mess with the City's valves. He commented that is not a good thing but unfortunately, the City's methods to deal with those people is a bit encumbered. It would have to go through a very long process as a misdemeanor. He explained that this makes it simply an infraction that they can cite for and hopefully deter people from doing those things. He stated that it doesn't happen too often but, it does give them a tool.

Mr. Randall stated that there is a current provision that actually doubles the fees if you have service outside of the City. He advised that is not legal. It is not enforceable so they are eliminating it because it is redundant.

Mr. Randall referred to leaks and stated that if you have a leak on your property, you are responsible to take care of that and to abate it. They can't just leak water forever.

Mr. Randall referred to emptying of pools. He advised that the current language has a vague phrase that is called frequent emptying of pools so they defined that. He commented that it is a minimum of 250 gallons and no more than once between May and August.

Mr. Randall referred to water sales. He advised that they have had a longstanding policy that says if you are doing construction outside of the City, we won't sell you water to go water down your dust problems. He added that they will see tankers with meters on them for projects that are occurring in the City but, this clarifies that it is only for use in the City.

Mr. Randall stated that there is a section that speaks to fines in Chapter 5 and it is in conflict with the overall section of the Municipal Code that deals with fines. They are eliminating this so that the language is in conformity and it doesn't conflict.

Mr. Randall stated that last, this specifies that you can't connect water from your house to your neighbor's house. He advised that this has been done in the past and sometimes it happens from State divisions and different things and just says, well you have to remedy that.

Mr. Randall stated, as they can see, they are fairly innocuous but, they do help them operate a little bit better. Mr. Randall offered to answer any questions.

Council Member Holley stated something bothered him because a person came to him the other day. He asked how people are cited when patrol sees a violation. He wondered if staff stops and talks to them or do they go back to their office after they have taken a picture and mail them a citation.

Mr. Randall replied that most of the time they talk with people. They don't after dark. There are some security issues but, the general practice is to talk. He added that most of the time they don't even cite if they can talk and get people to understand that is the best thing. In some cases, there have been instances where people have not been talked to for whatever reason but, there are always some extenuating circumstances. He advised that it is not required but, it is the intent because talking to people does more than the citation does. Talking to people to get their cooperation is really how they educate and make the public aware of what they are trying to do.

Council Member Holley stated that the reason he brought that up is that he had a gentleman approach him the other day as he walked through a store. The gentleman showed him a video that his sprinkler had broke and one of the City's conservation officers rolled by and took a picture, didn't stop and talk with him, and he saw it on the video. Next thing you know, he got a fine. Council Member Holley commented that the gentleman is appealing it which is what he told him to do because he doesn't think that is the way they operate. He just wants to know if that has happened to more than one constituent or it just happened at this particular.

Mr. Randall commented that he doesn't know all the facts for that situation and that is not typical. He noted that there may be something else. This may be a repeat offender. Mr. Randall added that there may be other extenuating circumstances. He noted that it may be that they did it wrong but, that is not their normal practice. He restated that their practice is quite the opposite. Again, it is the contact they make with people that really has effect. It is not the fine. He noted that they are not generating enough to make a difference. They are creating goodwill and education; that makes a difference.

Mayor Poythress asked if there are any other questions. No other questions were asked and Mayor Poythress called for title.

The introduction of an ordinance was read by title by the City Clerk.

**ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY MAYOR PRO TEM RIGBY, FURTHER READING WAS WAIVED, AND ITEM C-3, THE INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING PORTIONS OF CHAPTER 9 OF TITLE I AND CHAPTER 5, OF TITLE V OF THE MADERA MUNICIPAL CODE RELATING TO WATER REGULATIONS**

**C-4 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant 2016/2017 Action Plan, Approving Allocations and Authorizing the City Administrator to Sign the Certifications**

Grant Administrator Ivette Iraheta stated this is the final Council hearing for the City's FY 2016/2017 CDBG Action Plan. Ms. Iraheta announced that at this time she would like to offer translation to those who may

require it. Ms. Iraheta made the announcement in Spanish and asked if anyone needs translation to please let her know at this time. No requests were made and Ms. Iraheta continued with her report.

Ms. Iraheta stated that the primary purpose of tonight's meeting is for Council to approve final allocations for Community Development Block Grant (CDBG) funds for 2016/2017 programs and projects, consider a resolution adopting the CDBG Action Plan 2016/2017, and authorization for the City Administrator to sign the required certifications.

Ms. Iraheta stated that Council will be approving an allocation of \$847,853 to fund the various projects and programs that were submitted for Council's consideration during the July 20<sup>th</sup> Council meeting. She advised that a spreadsheet before the Council details those allocations. She noted that given the broad scope of the grant, CDBG awards have the potential to advance an extensive number of the Vision Plan's objectives. She added that upon approval of the Action Plan, staff will submit it to HUD (U.S. Department of Housing and Urban Development) and then make awards to the various organizations and City departments. Ms. Iraheta stated this concludes her presentation and offered to answer any questions.

Mayor Poythress asked if there are any questions for Ms. Iraheta. No questions were asked and Mayor Poythress opened the public hearing. He advised that they do have the allocations that they worked through at their last meeting for Administration, Public Services, and Capital Projects / Public Improvements. He added that rather than going through each particular item and each particular agency, he opened it up as a whole because he believes there is probably not going to be a lot of comments in particular from probably many of the applicants.

Elizabeth Wisener with the Community Action Partnership stated with her are two women who reside at Shunammite Place who wanted to come and personally thank the Council for their continued support of the Community Action Partnership's application.

Pamela Ash stated she wants to let the Council know that she has a learning disability and she really does appreciate this program. It has given her such gratitude in her heart that it continues. She doesn't know where she would be at today if it wasn't for this program. It has helped her grow character. It has helped her get back into the community, to serve the community. She added that this year she finds that she wants to study more to provide more for herself so she can be more of a maintenance person because she has just taken on a janitor position and she feels like it could grow so she wants to school. She stated that because of all this program has done for her, that has helped her with her self-esteem and the meaningful care that staff has had and they are tough. They have taken care of them and they have helped them grow in many ways. She thanked the Council for the program.

Mayor Poythress thanked Ms. Ash.

A woman by the name of Angie (last name not clear in recording) stated that she will forever be grateful that she has been blessed with the opportunity to become a resident of the Shunammite Place. For the past several years she was homeless in combination of poor decision making, her contributing factors beyond her control, and living with a disabling condition. She found herself stuck in the circumstances of being homeless, going from place to place but, always having a safe location where you can sleep, eat, bring all your belongings and where you are allowed to just be for several hours. She added that in a state of survival truly known only by those from experience and misfortune, she was trapped in a cycle of perpetual homelessness. She knew that the only way for her to ever put an end to this cycle would require a lot of help and a lot of it. She added that homeless shelters, food kitchens, and those helped for immediate needs but, she needed more. She stated that there really weren't many options that provide for long term assistance that would enable her to address and solve problems that had compounded over the years to the point of becoming huge obstacles. When she learned of the Shunammite Place, she knew it was her last and only option to turn her life around. She advised that Shunammite provides her with permanent housing and so much more. She added that the women that work at Shunammite work as a team with each resident teaching them to take proactive roles with any and all needs they have. She stated that they are advocates for all residents. She added that Shunammite Place is a program providing permanent

housing. She stated this is most beneficial because they can stay indefinitely so they are not restricted or compromised by having a future of completion or termination date.

Mayor Poythress thanked her.

Council Member Holley thanked Ms. Wisener for the wonderful job she has done. He had a chance to go to their National Night Out last night. She showed him her office space and residents. He really saw the smile on the ladies faces how they care about where they are living and somebody gave them another chance. He stated that his hat goes off to her from the City of Madera that she puts her heart into it and that is what it is about. It is not about just doing something, it is about having a care. As part of this City, he is glad that they are able to help them continue that care with them.

Ms. Wisener thanked Council Member Holley and added that it is the City's contribution and their support that makes this possible. She commented that it is making a difference in lives one life at a time.

Mayor Poythress thanked Ms. Wisener and asked if any other members of the public wish to address this particular item. No other comments were made and Mayor Poythress brought the item back to the Council.

Mayor Poythress asked his colleagues if there are any changes that anybody sees that need to be made from the allocations that were discussed and decided on from their last meeting. No comments were made and Mayor Poythress stated he would accept a motion for action.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES. NO. 16-125 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 16-125      A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2016/2017 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE CERTIFICATIONS**

**D.      WRITTEN COMMUNICATIONS**

There are no items for this section.

**E.      ADMINISTRATIVE REPORTS**

**E-1      Discussion and Request for Direction on Capital Project PK-00057, Fresno River Trail, MID to Schnoor, North Bank (Report by David Tooley)**

Item E-1 was heard earlier in the meeting immediately following the consent calendar.

**E-2      Weekly Water Conservation Report – 7/18/16-7/24/16**

Public Works Operations Director Dave Randall referred to the staff report and advised that the Council can see that they are at about 22% which obviously is a little lower than their 28% goal. Overall, if they look at the graph, they're not doing quite as well this season as they did last. He thinks a lot of it has to do with the public's momentum. There has been a certain "disfocus" if you would on it so they sort of need to stay the course in terms of their conservation efforts. Mr. Randall advised that the State has certified the numbers that the City gave them for their own supposedly self-determination of goals. He advised that the City is still trying to get a definitive response to them on what that is actually going to mean to the City. If they do the numbers dis-empirically, it is a zero percent goal but, they don't think they are going to let the City get away with that. He advised that is sort of what is going on. They are trying to focus more a little bit on the education and outreach because it is going to take the public's partnership to make this thing sort of stick. Mr. Randall offered to answer any questions.

Mayor Poythress stated that he read an article, within the last day or so, that statewide this is the trend. So it is not just Madera and he thinks it is probably just that focus. Last year they'd hear it just about every day in the news and about every day there was some article about it and now it is not. Out of sight out of mind. Mayor Poythress commented that the good news, at least, is that they still have some savings over 13. Mayor Poythress thanked Mr. Randall for the report in keeping the Council informed.

**E-3 Consideration of a Resolution Establishing an Advisory Committee to Participate in Joint Meetings with the Advisory Committees of the Madera Unified School District and the County of Madera**

City Administrator David Tooley stated that the resolution before the Council for consideration would create a Tri-Agency Committee. He advised that the committee and all its members have no authority. They have no ability to require any action by the respective agencies. He advised that the agency would exist for the sole purpose of discussing items of mutual interests and bringing recommendations back to their respective bodies.

Mr. Tooley requested Council approval of the resolution and the appointment of two Council Members to serve in that regard. He offered to answer any questions.

Council Member Medellin stated he thinks it is a great idea to work together with their County Board of Supervisors as well as Madera Unified. He advised that is exactly what they are trying to do is try to go in the same direction. He has actually served with his colleague Councilman Oliver on the Facilities Commission at Madera Unified as well as the Robotics Advisory Team and the new M Line. Council Member Medellin stated that he would respectfully ask that he be part of this advisory committee.

Council Member Oliver stated he would definitely like to echo his colleague's comments. Last night was the first night that their School Board Trustees as well teachers and principals participated in National Night Out. He thinks that is an effort they should continue noting that that partnership is paramount. If selected, he would be willing to put his name forward and serve the Council on that committee as well.

Mayor Poythress stated that they have two volunteers and that is the request.

Mr. Tooley stated this is the adoption of a resolution and a minute order to appoint the two Council Members to serve on the committee.

Council Member Holley asked if they need an alternate.

Mayor Poythress replied that probably not but, if somebody could not serve...he noted that it doesn't ask for an alternate.

Mr. Tooley replied that there is no requirement in the resolution before the Council and he is not sure that there would be any limitation on the Council creating an alternate if they so chose but, he would defer to legal counsel.

City Attorney Brent Richardson replied that he was just trying to look at the resolution noting that it just says a three member committee, the two Council Members and the... He stated that there really is no prohibition against an alternate.

Council Member Medellin stated that if for some reason they would not be able to make it permanently, he is sure they can come back to the Council at that time and request somebody to fill that position.

Mr. Tooley stated that while legal counsel starts looking at it, he kind of slows down his presentation because he could be wrong.

Mr. Richardson stated they are good.

Mayor Poythress stated that with that and since they have a couple of folks that put their name out and are willing to serve, he will accept a motion for action.

**MAYOR PRO TEM RIGBY MADE A MOTION TO ACCEPT THE PRESENTED RESOLUTION WITH THE APPOINTMENTS OF COUNCIL MEMBERS ANDY MEDELLIN AND WILL OLIVER. THE MOTION WAS SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS AND ITEM E-3, RES. NO. 16-126 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**RES. NO. 16-126      A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING AN ADVISORY COMMITTEE TO PARTICIPATE IN JOINT MEETINGS WITH THE ADVISORY COMMITTEES OF THE MADERA UNIFIED SCHOOL DISTRICT AND THE COUNTY OF MADERA**

**E-4      Consideration of a Resolution of the City Council of the City of Madera, California Supporting the Display of the National Motto – In God We Trust – in the Madera City Council Chambers**

City Attorney Brent Richardson stated that at the July 20<sup>th</sup> meeting, Pastor Roger Leach made a presentation to the Council regarding the possibility of display of “In God We Trust” which is the national motto in Council Chambers. He noted that Council, at that time, expressed an interest in actually going forward with supporting such an idea. He advised that the resolution before the Council basically supports the idea of permanently displaying it, it actually directs that it will be permanently displayed in the City Council Chambers, and it also directs staff to work with various community organizations to both seek funding and design input as was proposed during the presentation. Mr. Richardson added that it also directs that staff will bring back, once the design is flushed out, to bring back the design input for Council consideration and approval.

Mr. Richardson stated that in researching the issue, he found that it is more than acceptable as long as it is not done for religious purpose. He added that actually honoring the national motto is perfectly acceptable under applicable case law.

Mayor Poythress asked if there are any comments or questions for Mr. Richardson.

Mayor Pro Tem Rigby stated his appreciation to Pastor Leach for bringing this before the Council. He offered, if it is of any assistance, he would love to be a part of the process in coming with an element of design be it here or at the County. He would like to be a part of that or make himself available to Pastor Leach and his team that is working on this.

Mayor Poythress asked if don't they work together and isn't this like a staff meeting.

Mayor Pro Tem Rigby stated that it was mentioned earlier that they are all a family.

Mayor Poythress stated Mayor Pro Tem Rigby is showing the love.

Mayor Pro Tem Rigby stated that is what he is doing; love wins.

Pastor Leach and a few others made comments from the audience. [recorder did not pick up dialogue]

Mayor Poythress stated that if there are no other comments he would accept a motion for action.

**ON MOTION BY MAYOR PRO TEM RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM E-4, RES. NO. 16-127 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, SUPPORTING THE DISPLAY OF THE NATIONAL MOTTO - IN  
GOD WE TRUST - IN THE MADERA CITY COUNCIL CHAMBERS**

**F. COUNCIL REPORTS**

Council Member Robinson stated they had a very good time at National Night Out Against Crime. He visited about five different locations and made some new friends.

Mayor Poythress stated that is hard to believe that Council Member Robinson would be making new friends. Everywhere he goes, it is his swearing in thing. He's got about 40 people there. He commented that everybody likes Council Member Robinson.

Council Member Foley Gallegos stated she has a lot but, she will be brief. First she would like to commend Dave Randall, Public Works Operations Director. She got to meet with his department heads at Public Works and really sat down with the head of the Water Department to see their concerns and they are taking care of them with their water issues. She is really proud to say that they have a strong staff that are handling that. She was also invited to their luncheon. She attended that and met several of their City workers in the streets and the roads. That was really nice to have been invited to.

Council Member Foley Gallegos reported that she did a ride-along with John Scarborough, Parks Manager, and went through the zonings that they kind of approved today and learned about. They saw some of the park improvements that they're making and doing in their City.

Council Member Foley Gallegos reported that she did the 12-hour shift with Sergeant Foss. She stated that it was eye opening and she commended them. She has gone on and on and on to say that they get out of the car and they have no idea what they are coming up against. A couple of times Sergeant Foss was like, come on come on Cece, come on out and she was like no, he's making me nervous, I'm staying in the car. She stated she commends them and it is hard. They have good instincts knowing exactly what they are kind of up against. She was surprised at first but then she thought as a teacher, she kind of knows what she is coming up against with a student such as a police officer kind of has that background to know what they are going to come against when they have somebody they are pulling over.

Council Member Foley Gallegos said she would like to thank Madera Police for the Council's shirts for National Night Out. She noted that they were beautifully designed and printed. She got compliments from all the community, hey why didn't I get a shirt, can I get a shirt. She said, I'll find out, I'm not sure.

Council Member Foley Gallegos said she has been really busy in the City. She still has some more departments that she has to meet and make some time to do the 24 with the Fire Department.

Council Member Foley Gallegos invited the Council to attend an event on Monday morning where Council Member Oliver will be speaking to all the Madera Unified School District certificated and classified staff. She is not sure on the exact time but Council Member Oliver probably knows.

Mayor Poythress asked what Council Member Oliver is going to talk about.

Council Member Oliver stated he is figuring it out.

Council Member Foley Gallegos stated Council Member Oliver is probably going to talk about how he grew up in Madera and the influences he had through Madera Unified K-12, and what he is doing now, his responsibilities, and his position.

Mayor Pro Tem Rigby stated he is going to have to go to that.

Mayor Poythress stated to Council Member Foley Gallegos that he is a little disappointed in how slow she have been getting involved within the City and meeting departments.

Council Member Foley Gallegos stated she asked Sergeant Foss if they pulled straws and he got struck with her, is that how it worked that he got the smaller straw. He then asked her why she picked that shift. She told him she is a night owl. She loves being up during the night and that is how he kind of got her and not anyone else that got her on that shift. She kind of gave Chief Frazier an open window but, she said she wanted to go on the night one. She thanked them for their support and Sergeant Foss for putting up with her for 12 hours.

Mayor Poythress joked that Sergeant Foss had to take a couple of days of leave after that but other than that...

Council Member Foley Gallegos stated that she thinks that they actually had a three or four day after that.

Sergeant Foss responded yes from the audience.

Mayor Pro Tem Rigby stated that is a tough act to follow. He wants to echo sentiments that he thought their National Night Out again went tremendously well. They cannot begin to say enough good things about how it went although he would like to have a hot dog count as to who had the most. He still thinks Council Member Medellin wins.

Council Member Medellin said yes and questioned the Chief who responded eight from the audience. He told Chief Frazier that he got him. He then asked Chief Frazier how many slices of pizza.

Chief of Police Steve Frazier replied from the audience with a list of the foods he ate.

Mayor Pro Tem Rigby stated that he spent last week partnering with Public Works and their Neighborhood Revitalization Program with the river clean up and the process that they began with their new kind of collect and receive program of the homeless camps that they are seeing pop up all over the neighborhoods. Specifically, they targeted the river underneath the Lake Street Bridge right next to the Fire Station. That was an incredible process so he was there Tuesday to post, to inform the residents that they would be coming in on Saturday for clean up and that is exactly what he did. They got there at 7:30 Saturday morning. He had his gloves, his jeans and they got to clean up partnering with several of the young people that have been prosecuted through the County court system and are volunteering their time and efforts to help clean up. He commented that it is an eye opening project to say the least. He will save a few of his comments for their next meeting with Neighborhood Revitalization. He stated it was a great experience and he would definitely ask his Councilmen and women to get an opportunity to go and see firsthand how it works, the interaction with those who are homeless and it is eye opening.

Council Member Holley stated he is not getting involved with no interactions. He has enough interaction.

Mayor Poythress asked Council Member Holley if his shirt is the organic shirt.

Council Member Holley stated he has done so much in this City. It just makes him think. He is glad to see these young folks have the energy. They make him feel good because if one does it, they all do it.

Mayor Poythress agreed.

Council Member Holley stated he has to give his hats off to the City of Madera. He thinks they did a wonderful job for their National Night Out. He has seen new people come onboard in different districts saying this is my first time and I am glad to do this so they introduced them to how they become, have block parties and stuff. He stated that everything has been going good. He thinks they did an awesome job.

Council Member Holley reported that he has taken on a new role. He hates to tell them all that again but, he has joined Boy Scouts. They are called the Thunderbirds. He is their Membership Chairman. He stated that they know what that means. He has some flyers that he would like to pass to his colleagues and even some for the audience.

Council Member Medellin stated he thought Council Member Holley said he was a boy scout.

Council Member Holley replied that he was years ago.

Council Member Holley stated that they are taking on membership. If they have any kids, and this is also for girls. He stated that it is just wonderful what they are doing at their City.

Council Member Holley reported that he will be out of town between the 30<sup>th</sup> and Labor Day Weekend because he gets to join his other group CAPMC (Community Action Partnership of Madera County) to go to Austin, Texas. They are having a board conference back there. He said that it has been good to be a part of all these different organizations to where they get to find out what is going on in other cities, in other states and bring it back to their City to give some good thoughts and good ideas.

Council Member Holley reported that he also attended the meeting mentioned earlier by Ron Montoya regarding Mello-Roos. He stated that a lot of things that were said didn't really happen the way it really started out. He was glad that Gary Svanda, County Assessor, was there to explain a lot of this stuff but, sometimes people sign things that they don't really know what they are signing and later on down the line they find out it is not really what they thought it out to be. He talked to the City Administrator Mr. Tooley yesterday and just let him know that he was there, that he was at the meeting, and that it was interesting but the way they proceeded didn't really come out the way this started out. He acknowledged that there were some angry people but, that is something they will have to deal with later and he did invite them to come to Council with an agenda item to talk about it if that is what they want to do.

Council Member Holley stated that other than that, he has just been rolling along, school is going to start next week and he gets to go back to his lunch buddy program. He is still part of the Big Brothers, Big Sisters so he is still trying to get all his colleagues to get involved. He added that he is still a mentor for the NAACP (National Association for Advancement of Colored People) so he will have time to visit a Council meeting now and then.

Mayor Poythress thanked Council Member Holley for including them in his schedule.

Council Member Medellin stated that National Night Out was a huge success because it was about relationships, cooperation, and collaboration. Tonight the theme is obviously that they are very grateful and thankful for the men and women of their Fire Department and Police Department so obviously they know how the Council feels. As Mayor Pro Tem Rigby said, it is who needs the love right now. He just wants to take a quick second for the staff that they see here in front of them from Engineering to Parks and Planning and Public Works and IT (Information Systems). He thanked staff very much. He stated that sometimes it is not as sexy as need be but, they do a fantastic job. They are a team here; the City of Madera is a team. He is sure he can speak from his colleagues when he says thank you as well for their dedication and service.

Council Member Oliver thanked staff as well, their City team for a very successful National Night Out. He had the opportunity to visit five neighborhoods in his district. He stated that one of their neighborhood block parties was held at the Bridge Store. He commented that currently there are two videos circling around the internet. One is of him doing Zumba dancing which is absolutely terrifying and the other is of Officer Rosel doing a breakdancing competition with a neighborhood kid. He doesn't know who won in that competition but, their community certainly wins every time when interactions like that happen. The thing is that it is not exclusive to National Night Out or rare for this department; it is just who they are and that could be said for all of their public safety units. Again, he just wanted to thank staff and again their City team for making it a

great success. He thinks it was 43 neighborhoods that were organized this year so perhaps next year they will be shooting for the big 50. He thanked everyone again.

Mayor Poythress thanked Council Member Oliver.

Mayor Poythress reminded everyone that arriving on the 14<sup>th</sup> of this month will be a delegation from Yilan. It will be the mayor and a few others, and he thinks a small musical group. They will be with them from 8/14/17 through 8/17/17 culminating with their attendance at the City Council meeting on the 17<sup>th</sup>. He thinks there will be a short reception or something afterwards. He is looking forward to that.

Mayor Poythress announced that they would now move to closed session.

**G. CLOSED SESSION**

**G-1 Closed Session Announcement – City Attorney**

City Attorney Brent Richardson announced that the Council will adjourn to closed session in one matter pursuant to Government Code §54956.9(d)(1) to discuss conference with legal counsel in existing litigation as described under item G-2.

The Council adjourned to closed session at 8:05 p.m.

**G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9**

One case: Junaid Lateef v. City of Madera  
MCV 072672

**G-3 Closed Session Report – City Attorney**

The Council returned from closed session at 8:20 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session in one matter pursuant to Government Code §54956.9 (d)(1) to discuss conference with legal counsel in existing litigation as described under item G-2, and reported that no reportable action was taken.

**ADJOURNMENT**

The meeting was adjourned by Mayor Poythress at 8:21 p.m.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

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SONIA ALVAREZ, City Clerk

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ANDREW J. MEDELLIN, Mayor

City of Madera

Council Meeting Of June 7th, 2017  
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 06/07/2017

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

May 9th, 2017 to May 22nd, 2017

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

General Warrant:	13148-13384	\$ 1,365,556.85
Wire Transfer	Union Bank Payroll and Taxes	\$ 623,129.42
Wire Transfer	SDI	\$ 2,112.34
Wire Transfer	Cal Pers	\$ 424,079.42

Respectfully submitted,



Tim Przybyla  
Financial Services Director

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT**  
**May 22nd, 2017**

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
13148	05/12/2017	ADAMAS, LLC	SHARON BOULEVARD INFRASTRUCTURE IMPROVEMENT	205,000.00
13149	05/12/2017	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
13150	05/12/2017	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
13151	05/12/2017	AOT PUBLIC SAFETY CORP.	ANNUAL CRYWOLF SOFTWARE LICENSE AND MAINTENANCE	6,154.00
13152	05/12/2017	AT&T	03/17 CALNET 3 SVS 9391026401	870.98
13153	05/12/2017	AT&T	02/17 CALNET 3 SVS 9391031573	6,421.49
13154	05/12/2017	BAKER CUSTOM CABINETS	CABINETS	620.00
13155	05/12/2017	BANK OF THE WEST	Equipment and services lease	8,713.46
13156	05/12/2017	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	566.00
13157	05/12/2017	BURLESON, LACY	PER DIEM EVIDENCE BASED POLICING 2017 CONFERENCE	147.50
13158	05/12/2017	COMCAST	11/22- 12/21 SVS 8155500320322006	86.10
13159	05/12/2017	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN 04/17	325.00
13160	05/12/2017	CREATIVE COPY	FIRST TRANSIT TICKETS	102.83
13161	05/12/2017	CREATIVE COPY	FIRST TRANSIT TICKETS	223.51
13162	05/12/2017	CROXEN ADVERTISING	LONG SLEEVE T-SHIRT	486.00
13163	05/12/2017	DIAMOND COMMUNICATIONS	PAN AM FIRE ALARM	26.00
13164	05/12/2017	DIAMOND COMMUNICATIONS	ALARM MONITORING	115.00
13165	05/12/2017	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING JUN-AUG	405.00
13166	05/12/2017	ECN POLYGRAPH AND INVESTIGATIONS	POLYGRAPH FOR PD RECRUITMENTS	7,800.00
13167	05/12/2017	F. Loduca CO.	PROJECT NO CML5157(097) & C-28159-A PK-12	58,864.57
13168	05/12/2017	FORENSIC NURSE SPECIALISTS, INC.	FRESNO SART	900.00
13169	05/12/2017	FOSS, DAN	PER DIEM SLI - SESSION 1 PERSONAL MILEAGE	170.64
13170	05/12/2017	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS	118.80
13171	05/12/2017	HILL, ROBERT	PER DIEM TERRORISM LIAISON OFFICER COURSE	111.00
13172	05/12/2017	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	5,600.00
13173	05/12/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES	320.00
13174	05/12/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES	477.00
13175	05/12/2017	LIEBERT CASSIDY WHITMORE	LEGAL FEES	747.50
13176	05/12/2017	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
13177	05/12/2017	MADERA COALITION FOR COMM JUSTICE	REIMB FOR 1ST, 2ND, 3RD QTR 16/17 CDBG FUNDED RMP	7,890.00
13178	05/12/2017	MADERA COUNTY E D C	REIMBURSEMENT FOR 3RD QTR SALARIES AND EXPENSES	777.18
13179	05/12/2017	MADERA RADIO DISPATCH, INC.	TOWER RENT	295.47
13180	05/12/2017	MADERA TRIBUNE	PC NOTICE - MAY	144.00
13181	05/12/2017	METTLER TOLEDO, INC.	EQUIPMENT MAINTENANCE & CALIBRATIONS	354.24
13182	05/12/2017	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA (FEDERAL) NO. 000531002	954.00
13183	05/12/2017	LAW OFFICES OF GREGORY L. MYERS	LATEEF V. CITY OF MADERA - FILE NO. 000531001	5,188.40
13184	05/12/2017	PACIFIC GAS & ELECTRIC	04/17 SVS 9172110863-6	6,153.32
13185	05/12/2017	ANGULO, JOAQUIN	PARK DEPOSIT REFUND	50.00
13186	05/12/2017	BARBOZA, ANNALICIA	PARK DEPOSIT REFUND	50.00
13187	05/12/2017	BARROSO, ADRIANA	FACILITY DEPOSIT REFUND	100.00
13188	05/12/2017	BASURTO, JULIA DE SANOTS	FACILITY DEPOSIT REFUND	250.00
13189	05/12/2017	CISNEROS, YVONNE	PARK DEPOSIT REFUND	50.00
13190	05/12/2017	DENIZ, JEFF	PARK DEPOSIT REFUND	50.00
13191	05/12/2017	FIERROS, ADRIANO	FACILITY DEPOSIT REFUND	100.00
13192	05/12/2017	GARCIA, MARISSA	PARK DEPOSIT REFUND	50.00
13193	05/12/2017	GOMEZ, CHRISTINA	PARK DEPOSIT REFUND	100.00
13194	05/12/2017	GUZMAN, MARIAH	PARK DEPOSIT REFUND	50.00
13195	05/12/2017	MENDEZ, JOVITO	PARK DEPOSIT REFUND	50.00
13196	05/12/2017	MOUNT ZION MISSIONARY BAPTIST CHURCH	PARK DEPOSIT REFUND	50.00
13197	05/12/2017	NAVARRO, DALIA	PARK DEPOSIT REFUND	50.00
13198	05/12/2017	RENDON, ROBERTO CARLOS	FACILITY DEPOSIT REFUND	100.00
13199	05/12/2017	TISCARENO, JOSUE	PARK DEPOSIT REFUND	50.00
13200	05/12/2017	VASQUEZ, GUADALUPE	FIELD DEPOSIT REFUND	50.00
13201	05/12/2017	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASPHALT	182,595.85
13202	05/12/2017	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	4,132.99
13203	05/12/2017	PRINCIPAL LIFE INSURANCE COMPANY	MAY 2017 DENTAL INSURANCE	16,740.87
13204	05/12/2017	PROFORCE	GUN MNT 3W LED	1,044.32
13205	05/12/2017	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES	872.76
13206	05/12/2017	PURCHASE POWER	POSTAGE	75.63
13207	05/12/2017	REHRIG PACIFIC COMPANY	Replacement carts	11,294.36
13208	05/12/2017	RNL DESIGN	PROFESSIONAL ARCHITECTURAL & ENGINEERING SERVICES	40,638.30
13209	05/12/2017	SPEAKWRITE LLC	INVESTIGATION - JOB NUMBER 17102-001 - 17102-053	102.92
13210	05/12/2017	STATE CONTROLLER'S OFFICE	ADMIN CITIES - INTERCEPT EXPENSE	22.03
13211	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - BRANDON GARCIA	50.00
13212	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - JOEY TYLER	65.00
13213	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - MICHAEL FELIPE	65.00

13214	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - OSCAR SOLIS	70.00
13215	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - OSCAR GARCIA	70.00
13216	05/12/2017	STATE WATER RESOURCES CONTROL BOARD	ANNUAL PERMIT FEE	1,676.00
13217	05/12/2017	THE ARC FRESNO	CITY CAN ORDERS APR 2017	1,825.89
13218	05/12/2017	THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	250.32
13219	05/12/2017	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS DECEMBER 2016	221.00
13220	05/12/2017	ADAIR TOM AND HERRERA DANIELLE	Utility Billing Credit Refund	131.84
13221	05/12/2017	ALVAREZ MARIA	Utility Billing Credit Refund	99.95
13222	05/12/2017	BENCHMARK COMMUNITIES	Utility Billing Credit Refund	166.30
13223	05/12/2017	BINGHAM ROBIN KAY	Utility Billing Credit Refund	149.66
13224	05/12/2017	BRAR HOLDINGS INC BRAR GARY	Utility Billing Deposit Refund	44.13
13225	05/12/2017	CAMACHO BRIGIDA OR CITY OF MADERA	Utility Billing Credit Refund	150.73
13226	05/12/2017	CARLSON BRYAN AND JENNIFER	Utility Billing Deposit Refund	8.62
13227	05/12/2017	CERVANTES FIDEL	Utility Billing Credit Refund	165.38
13228	05/12/2017	CICCARELLI VICKIE	Utility Billing Credit Refund	181.40
13229	05/12/2017	CITY OF MADERA OR GARCIA ANNA	Utility Billing Credit Refund	150.69
13230	05/12/2017	CITY OF MADERA OR HEFNER JAMIE	Utility Billing Credit Refund	31.38
13231	05/12/2017	DAVENPORT GARY E	Utility Billing Credit Refund	124.80
13232	05/12/2017	DVP LP	Utility Billing Credit Refund	150.42
13233	05/12/2017	DVP LP	Utility Billing Credit Refund	194.41
13234	05/12/2017	EARLS M J	Utility Billing Deposit Refund	7.51
13235	05/12/2017	ELROD GLEN AND CLAUDETTE OR CITY OF MADERA	Utility Billing Credit Refund	152.53
13236	05/12/2017	ENRIQUEZ JOE	Utility Billing Credit Refund	127.55
13237	05/12/2017	ESCOTO MICHAEL	Utility Billing Deposit Refund	34.83
13238	05/12/2017	FITZGERALD KIRK	Utility Billing Credit Refund	150.66
13239	05/12/2017	FLORES ISABEL L	Utility Billing Credit Refund	213.23
13240	05/12/2017	FLORES MARIA OR CITY OF MADERA	Utility Billing Credit Refund	151.68
13241	05/12/2017	FOLLOW UP LLC	Utility Billing Credit Refund	119.52
13242	05/12/2017	GALVAN OCHOA RAYMOND	Utility Billing Deposit Refund	1.28
13243	05/12/2017	GOMEZ FERNANDO	Utility Billing Credit Refund	189.68
13244	05/12/2017	GOODGUYS TIRE CENTER INC	Utility Billing Deposit Refund	117.34
13245	05/12/2017	GUTIERREZ VERONICA	Utility Billing Credit Refund	125.62
13246	05/12/2017	HEDRICK ROBERT LYNN	Utility Billing Credit Refund	173.39
13247	05/12/2017	HERNANDEZ MARY L	Utility Billing Deposit Refund	52.02
13248	05/12/2017	HOLLIER DOUG AND MELISSA	Utility Billing Deposit Refund	43.11
13249	05/12/2017	HUNT DESIRAE	Utility Billing Credit Refund	46.97
13250	05/12/2017	JAUREGUI JOSE	Utility Billing Deposit Refund	5.76
13251	05/12/2017	KELTON CAROLE	Utility Billing Deposit Refund	54.12
13252	05/12/2017	KIME MICHAEL	Utility Billing Deposit Refund	22.67
13253	05/12/2017	LAXTON ROBERT P AND LINDA	Utility Billing Credit Refund	235.41
13254	05/12/2017	LEGACY TERRA LLC C/O LAS PALMAS MANAGEMENT	Utility Billing Credit Refund	147.21
13255	05/12/2017	LEGACY TERRA LLC C/O LAS PALMAS MANAGEMENT	Utility Billing Credit Refund	177.49
13256	05/12/2017	LEGACY TERRA LLC C/O LAS PALMAS MANAGEMENT	Utility Billing Credit Refund	150.00
13257	05/12/2017	LOPEZ ISIDORA MARTINEZ	Utility Billing Credit Refund	54.70
13258	05/12/2017	MACIAS SERGIO	Utility Billing Credit Refund	621.47
13259	05/12/2017	MCKENNA KRISTIN AND CHRIS	Utility Billing Credit Refund	145.37
13260	05/12/2017	MIRANDA ARCELIA	Utility Billing Credit Refund	165.30
13261	05/12/2017	MORALES MELISSA	Utility Billing Credit Refund	231.75
13262	05/12/2017	NISHIMOTO SUNNY	Utility Billing Credit Refund	150.88
13263	05/12/2017	OCHOA BENJAMIN	Utility Billing Credit Refund	146.01
13264	05/12/2017	PACHECO JUANA OR CITY OF MADERA	Utility Billing Credit Refund	150.78
13265	05/12/2017	PESTORICH HOLDINGS LLC	Utility Billing Deposit Refund	97.25
13266	05/12/2017	PGH CAPITAL INC	Utility Billing Deposit Refund	109.29
13267	05/12/2017	PUNTANILLA JAMIE AND SAMANTHA	Utility Billing Credit Refund	207.29
13268	05/12/2017	REYES ARTURO AND OLGA	Utility Billing Credit Refund	474.57
13269	05/12/2017	RIOS THOMAS	Utility Billing Deposit Refund	38.91
13270	05/12/2017	RODRIGUEZ AGUILAR MARTHA LORENA	Utility Billing Deposit Refund	27.51
13271	05/12/2017	ROSAS RIGOBERTO	Utility Billing Credit Refund	150.00
13272	05/12/2017	SAHOTA BALDIP SINGH	Utility Billing Credit Refund	475.27
13273	05/12/2017	SALAZAR ALBA AND COSTA REGINALDO	Utility Billing Credit Refund	250.74
13274	05/12/2017	SALDATE ANDREA AND JACOB	Utility Billing Deposit Refund	0.47
13275	05/12/2017	SANCHEZ JOANNE	Utility Billing Credit Refund	156.28
13276	05/12/2017	SCHILLING KEITH	Utility Billing Credit Refund	54.66
13277	05/12/2017	SKIPPER VERONICA	Utility Billing Deposit Refund	17.06
13278	05/12/2017	SMITH JAMIE	Utility Billing Credit Refund	122.66
13279	05/12/2017	STANDRIDGE HOLLY MARIE	Utility Billing Credit Refund	193.15
13280	05/12/2017	STEVENS BRENDA	Utility Billing Credit Refund	481.51
13281	05/12/2017	TAMBERI ADOLF	Utility Billing Deposit Refund	76.82
13282	05/12/2017	TRAN THUY NGOC OR CITY OF MADERA	Utility Billing Credit Refund	139.95
13283	05/12/2017	URIBE VALENTIN ISAC	Utility Billing Deposit Refund	10.43
13284	05/12/2017	WESTPHAL DONALD D	Utility Billing Credit Refund	111.49

13285	05/12/2017	YRIGOLLEN STELLA	Utility Billing Deposit Refund	64.68
13286	05/12/2017	WASTEWATER SOLIDS MANAGEMENT, INC.	Digester 1 Cleaning	42,394.60
13287	05/12/2017	WEBSTER, NICHOLAS	PER DIEM TERRORISM LIAISON OFFICER COURSE	111.00
13288	05/12/2017	WILLIAMS, RANDALL	PER DIEM EVIDENCE BASED POLICING 2017 CONFERENCE	147.50
13289	05/12/2017	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	54.75
13290	05/19/2017	ACTIVE NETWORK, LLC.	ACTIVE NET SERVICE	1,333.33
13291	05/19/2017	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESCRIPTION BILL 05/17 - SKEELS	159.80
13292	05/19/2017	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE MAY 2017	4,493.50
13293	05/19/2017	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR MAY 2017	102.00
13294	05/19/2017	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 5/19/17 PAYROLL	731.16
13295	05/19/2017	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT MAY 2017	874.19
13296	05/19/2017	AMERICAN REFUSE, INC.	Contracted Services Waste Tire	5,930.51
13297	05/19/2017	AT&T	03/17 CALNET 3 SVS 9391026390	864.60
13298	05/19/2017	PERFECT SIGNS	REFUND OVERPAYMENT FOR SIGN PERMIT	3.00
13299	05/19/2017	SUNFINITY	CANCELLED PERMIT #20162547	132.94
13300	05/19/2017	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	177.50
13301	05/19/2017	CAL VALLEY PRINT	Screen Printing Jerseys and Hats	6,111.90
13302	05/19/2017	CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION	159.00
13303	05/19/2017	CITY OF MADERA	05/17 UTILITIES ACCT# 003040421-6	68.54
13304	05/19/2017	CITY OF MADERA	05/17 UTILITIES ACCT# 003040431-8	72.27
13305	05/19/2017	CITY OF MADERA	05/17 UTILITIES ACCT# 003040441-0	111.00
13306	05/19/2017	CITY OF MADERA	05/17 UTILITIES 703 SHERWOOD WAY	188.60
13307	05/19/2017	CITY OF MADERA	MISAPPLIED PMTS - APPLY \$1.00 #12395 \$50.00 #53492	51.00
13308	05/19/2017	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 5/19/17 PAYROLL	1,080.04
13309	05/19/2017	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL	174.50
13310	05/19/2017	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.	ELECTRONIC EQUIPMENT, COMPONEN	14,365.90
13311	05/19/2017	DATAPROSE, LLC	APRIL 2017 STATEMENTS/ NEWLETTER/ 48HR NOTICE	2,254.93
13312	05/19/2017	DEPARTMENT OF CONSUMER AFFAIRS	BOARD FOR PROFESSIONAL ENGINEERS	115.00
13313	05/19/2017	DIAMOND COMMUNICATIONS	YOUTH CENTER FIRE ALARM INSPECTION	582.50
13314	05/19/2017	GONZALEZ, GABRIEL	BOND RELEASE FOR ENROACHMENT PERIMIT #5097	500.00
13315	05/19/2017	PADILLA, GLORIA	BOND RELEASE FOR ENROACHMENT PERIMIT #5085	500.00
13316	05/19/2017	ESRI	SOFTWARE LICENSE FEE	1,038.75
13317	05/19/2017	FCS INTERNATIONAL INC.	TS-00019 HOWARD RD/WESTBERRY	2,036.00
13318	05/19/2017	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 05/01/17-05/15/17	8,681.25
13319	05/19/2017	FIRST TRANSIT INC.	FIRST TRANSIT APRIL 2017	74,985.04
13320	05/19/2017	FRESNO BEE, THE	RECRUITMENT ADS	2,157.95
13321	05/19/2017	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	APRIL 2017 ADC MEALS	753.34
13322	05/19/2017	GEIL ENTERPRISES, INC.	AUTOSCRUB THE BREEZEWAY 04/28/17	25.00
13323	05/19/2017	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	32.18
13324	05/19/2017	GRANITE CONSTRUCTION	VOIDED	0.00
13325	05/19/2017	GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	537.00
13326	05/19/2017	TRENTMAN CORPORATION	Paint reflective beads	11,578.42
13327	05/19/2017	KB HOME CENTRAL CALIFORNIA	WATER WELL IMPACT FEE REIMB - ORCHARD POINTE SUB	114,442.26
13328	05/19/2017	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	1,650.00
13329	05/19/2017	M A C E A	MAY 2017 MONTHLY DUES	164.00
13330	05/19/2017	M P O A	MAY 2017 MONTHLY DUES	6,849.64
13331	05/19/2017	M.C.E.A.	MAY 2017 MONTHLY DUES	405.00
13332	05/19/2017	MOORE-TWINING ASSOCIATES, INC.	THOMAS JEFFERSON MIDDLE SCHOOL SAFE ROUTES	1,386.76
13333	05/19/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 5/19/17 PAYROLL	8,420.25
13334	05/19/2017	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 5/19/17 PAYROLL	2,465.78
13335	05/19/2017	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC ENGINEERING SERVICES	2,175.00
13336	05/19/2017	OMNI-MEANS, LTD	PROFESSIONAL PROJECT DEVELOPMENT	3,424.00
13337	05/19/2017	OPERATING ENGINEERS, LOCAL #3	MAY 2017 MONTHLY DUES	470.00
13338	05/19/2017	GUTIERREZ, OSCAR	TURF REPLACEMENT REBATE	551.00
13339	05/19/2017	REDDICK, RUBEN	CITE #33442 DISMISSED	67.00
13340	05/19/2017	PACIFIC GAS & ELECTRIC	04/17 SVS 3533032414-2	101,997.86
13341	05/19/2017	PRESORT CENTER OF FRESNO, LLC.	Advertising Other	2,781.53
13342	05/19/2017	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES	450.50
13343	05/19/2017	RBC CAPITAL MARKETS	REMARKETING AGREEMENT 02/01/17 - 04/30/17	662.93
13344	05/19/2017	SMART ENERGY SYSTEMS LLC	SCM/SWIQ ONE-TIME IMPLEMENTATION FEE	1,500.00
13345	05/19/2017	SPARKLETT'S	LAB & DRINKING WATER	144.78
13346	05/19/2017	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	30,923.99
13347	05/19/2017	STATE WATER RESOURCES CONTROL BOARD	DISTRIBUTION OPERATOR EXAM FEE - MARTIN MENDOZA	50.00
13348	05/19/2017	STATE WATER RESOURCES CONTROL BOARD	LARGE WATER SYSTEM FEES 07/1/16- 06/30/17	37,390.00
13349	05/19/2017	SUCCESSOR TO MADERA REDEVELOPMENT AGENCY	REIMBURSEMENT FOR ADC FROM 12-CALHOME-8711	5,438.90
13350	05/19/2017	TESEI PETROLEUM INC.	FUEL PURCHASE 04/05/17 - 04/19/17	14,789.60
13351	05/19/2017	THRIVE FITNESS	MAY 2017 MONTHLY DUES	52.00
13352	05/19/2017	TOTER INC.	TOTER LIDS AND PARTS	380.74
13353	05/19/2017	AFB FUTURE INVESTMENT LLC	Utility Billing Credit Refund	144.25
13354	05/19/2017	ALBARRAN EDUARDO	Utility Billing Credit Refund	56.86
13355	05/19/2017	BANK OF AMERICA	Utility Billing Deposit Refund	31.62

13356	05/19/2017	BAUTISTA ANTONIO JR	Utility Billing Credit Refund	10.35
13357	05/19/2017	CHAFFIN RONALD L JR	Utility Billing Deposit Refund	76.82
13358	05/19/2017	CITY OF MADERA OR PEREZ GARCIA MARIA	Utility Billing Credit Refund	150.49
13359	05/19/2017	CORRAL LORENA ALVARADO OR CITY OF MADERA	Utility Billing Credit Refund	151.63
13360	05/19/2017	DMP DEVELOPMENT	Utility Billing Deposit Refund	38.39
13361	05/19/2017	FAILLA LILLIAN CAROL	Utility Billing Deposit Refund	20.48
13362	05/19/2017	FOLLOW UP	Utility Billing Credit Refund	136.74
13363	05/19/2017	FOLLOW UP	Utility Billing Credit Refund	155.23
13364	05/19/2017	GARCIA GABRIELA AND ARGUELLO NOE OR CITY OF MADERA	Utility Billing Credit Refund	150.86
13365	05/19/2017	GOMEZ ERICA OR CITY OF MADERA	Utility Billing Credit Refund	150.83
13366	05/19/2017	GUEVARA JESSIE OR CITY OF MADERA	Utility Billing Credit Refund	236.82
13367	05/19/2017	KENNEMUR JAMES AND BETTY	Utility Billing Deposit Refund	1.78
13368	05/19/2017	KONRAD KIMBERLY OR CITY OF MADERA	Utility Billing Credit Refund	146.03
13369	05/19/2017	LARIOS RAFAEL	Utility Billing Credit Refund	216.88
13370	05/19/2017	LOPEZ DAVID MORALES	Utility Billing Credit Refund	30.28
13371	05/19/2017	LOPEZ ROBERTO	Utility Billing Credit Refund	88.57
13372	05/19/2017	LOPEZ ROSALINDA	Utility Billing Credit Refund	220.49
13373	05/19/2017	MANDUJANO ROCHA ALEJANDRO	Utility Billing Credit Refund	37.62
13374	05/19/2017	NAVARRETE GERARDO	Utility Billing Credit Refund	55.64
13375	05/19/2017	RAMIREZ FRANCISCO	Utility Billing Deposit Refund	72.32
13376	05/19/2017	RODRIGUEZ ROCIO OR CITY OF MADERA	Utility Billing Credit Refund	56.27
13377	05/19/2017	SANTIAGO PABLO RAMIREZ	Utility Billing Credit Refund	217.49
13378	05/19/2017	SINGH GURINDER	Utility Billing Credit Refund	223.01
13379	05/19/2017	TEA HOUSE RESTAURANT ATTN: MONICA KONG	Utility Billing Deposit Refund	3.71
13380	05/19/2017	WAMHOFF JORDAN L	Utility Billing Credit Refund	325.74
13381	05/19/2017	XU LIN XING	Utility Billing Credit Refund	155.22
13382	05/19/2017	US BANK CORPORATE PAYMENT SYSTEMS	04/17 CAL-CARD CHARGES	171,353.93
13383	05/19/2017	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 5/19/17 PAYROLL	24,606.42
13384	05/19/2017	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE	1,900.00
			Bank # 1 - Union Bank General Account Total	1,365,556.85

# REPORT TO CITY COUNCIL

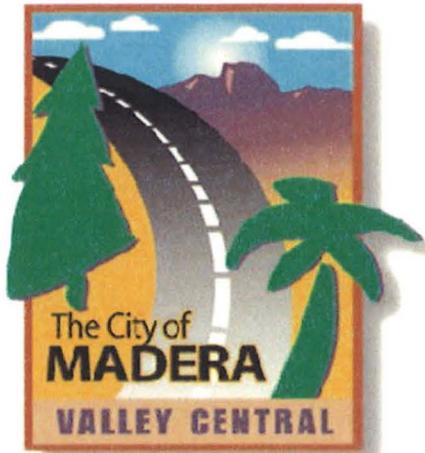
MEETING DATE: June 7, 2017

AGENDA ITEM NUMBER: B-3

Approved By:

  
PUBLIC WORKS DIRECTOR

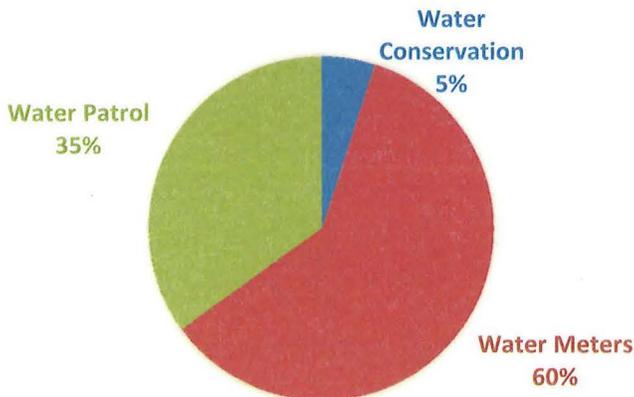
  
CITY ADMINISTRATOR



**SUBJECT:** Bi-Weekly Water Conservation Report for May 8<sup>th</sup> through May 25<sup>th</sup>.

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

**BACKGROUND:** The Water Conservation Unit is split between three different areas of focus: Water Conservation, Water Patrol and Water Meters. This varies throughout the year depending on weather and seasonal tasks. Below is the approximate distribution of efforts in the Unit during the bi-weekly reporting period.

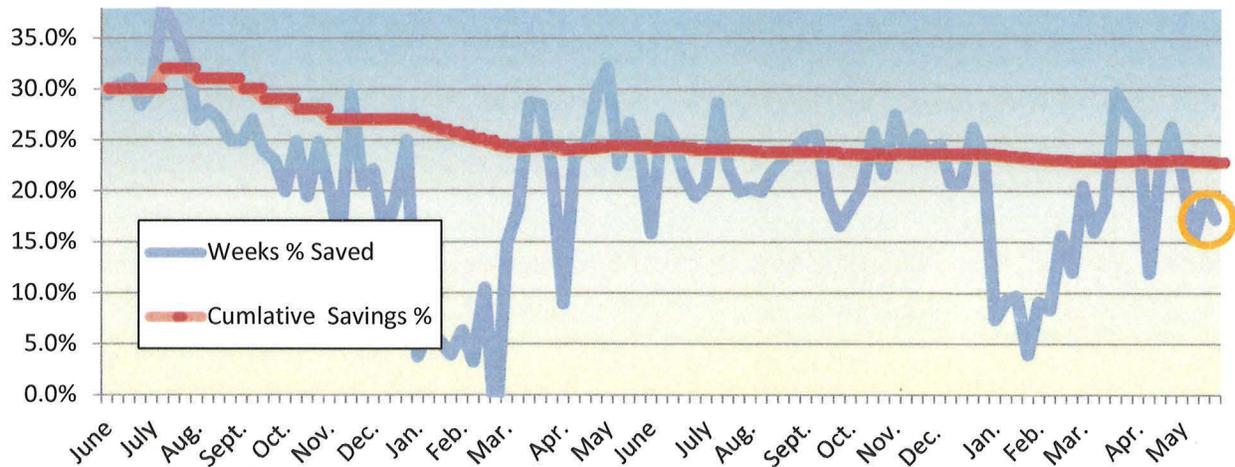


**WATER CONSERVATION:** As illustrated below, the City's water conservation rate was down from 24% in the last bi-weekly reporting to 18.4% in this report. The monthly conservation rate for the first three weeks of May is down from 26% in 2016 to 18.5% in 2017. Below is the most current water conservation data.

<b>Bi-Weekly</b>
May 15 <sup>th</sup> - 28 <sup>th</sup>
<b>18.4%</b>

<b>Monthly</b>
May 1 <sup>st</sup> - 28 <sup>th</sup>
<b>18.5%</b>

<b>Cumulative</b>
June 1 <sup>st</sup> , 2015 May 28 <sup>th</sup> , 2017
<b>22.8%</b>



As part of our local outreach and education, the Water Conservation Unit participated in the local Swap Meet and the Used Oil Event sponsored by the City’s Solid Waste and Recycling Department with an information table which resulted in 250 community contacts.

Conservation Outreach  
**Swap Meet (100 Participants)**  
**Used Oil Event (150)**

**WATER PATROL:** The water patrol staff made a total of 134 individual public contacts. Below is the most current enforcement data.

	Enforcement		
<b>Individual Contacts</b>	<b>134</b>	<b>1<sup>st</sup> offenses (\$75)</b>	<b>78</b>
<b>Verbal Warnings</b>	<b>0</b>	<b>2<sup>nd</sup> offenses (\$250)</b>	<b>8</b>
<b>Correction Notices</b>	<b>61</b>	<b>3<sup>rd</sup> or more offense (\$500)</b>	<b>2</b>

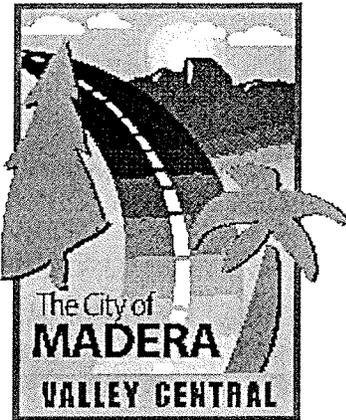
**WATER METERS:** During this bi-weekly period, the water meter staff completed the process of meter reads on all manual read meters for the billing process and service interruptions and restorations due to payment delinquencies. Staff investigated numerous meters that were not reading or that were reporting zero flow which resulted in repairs and/or replacement of the meters and also programed several new meters to the automatic read system that had been installed.

In addition staff responded to several customer concerns regarding increase in consumption which resulted in discovery of leaks at 8 properties and other incidents of large usage due to needed irrigation timer adjustments.

Council members were sent an announcement for the pre-launch of the customer service portal and mobile app and an interactive invitation to view instructional registration video and register into the portal. The portal gives customers access to view and pay their utility bill, view their water usage notify city staff of issues such as water leaks or light outages and provides information regarding conservation tips and rebate opportunities. Unless otherwise directed by Council, staff will proceed with the soft launch of the portal to customers on or around June 8.

**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:** While the proposed actions are not specifically addressed as part of the Plan, they are not in conflict with it and are sympathetic of the underlying principles of the 2025 Plan.



## REPORT TO CITY COUNCIL

MEETING DATE: June 7, 2017

AGENDA ITEM NO.: B - 4

  
REPORT BY: Becky McCurdy  
Munis Implementation Project Mgr.

  
APPROVED BY: David R. Tooley  
City Administrator

**Subject:** CONSIDERATION OF A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN AN ESCROW AGREEMENT FOR SOURCE CODE PROTECTION FOR THE CITY'S TYLER MUNIS ERP SOFTWARE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

### Recommendation:

Staff recommends Council adopt the Resolution approving the City's participation in an escrow agreement for source code protection for the City's Tyler Munis ERP Software.

### Summary:

The City entered in to an agreement with Tyler Technologies Inc. to purchase and implement ERP software. As part of that agreement Tyler Technologies Inc. agreed to provide source code protection to the City. The escrow agreement referenced in this report is the final step in providing this protection to the City.

### **Discussion:**

In August of 2015 the City entered in to an agreement with Tyler Technologies Inc. to provide Tyler Munis ERP software to replace the City's old legacy operating systems. As part of that agreement Tyler agreed to provide the City with source code protection should Tyler Technologies for any reason abandon the Tyler Munis software.

The source code escrow is an arrangement that will provide protection to the City should the software provider go out of business or discontinue support and/or maintenance for the licensed software. The source code protection is provided through a 3<sup>rd</sup> party source code escrow being maintained by Iron Mountain Escrow Services.

### **Financial Impact:**

The cost for the source code protection is \$756.00. Funds for this agreement were included in the original funding package for the ERP software purchase and no additional funds will be needed.

### **Consistency with the Vision Madera 2025 Plan:**

This agreement impacts the City's Vision Plan in many ways. Many of the Vision strategies have a communication component and look for new ways to engage the community. The new ERP software has new sets of tools to provide information, communicate and engage citizens as outlined in our Vision Plan.

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

A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN AN ESCROW AGREEMENT FOR SOURCE CODE PROTECTION FOR THE CITY'S TYLER MUNIS ERP SOFTWARE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera (the "City") has entered into an agreement for the installation of Tyler Munis ERP software with Tyler Technologies Inc.; and

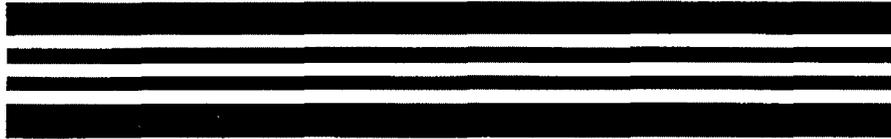
WHEREAS, as part of the agreement between the City and Tyler Technologies, Inc. we agreed to an escrow agreement for Source Codes for the ERP software; and

WHEREAS, the prices proposed for escrow agreement as indicated in the agreement with Tyler Technologies, Inc. are found to be fair and reasonable;

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 Escrow Agreement, 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 of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption

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## Iron Mountain Intellectual Property Management



**S4053563**



# IRON MOUNTAIN®

Iron Mountain offers records management for both physical and digital media, disaster recovery support, consulting services, and is the leader in intellectual property protection, specializing in technology escrow and domain name records management. Comac, a subsidiary of Iron Mountain, provides marketing collateral fulfillment services. Iron Mountain is committed to delivering responsive and reliable service to meet our customers' needs. Our proven systems and processes ensure that we provide quality and consistent service to our customers. Be sure to visit our website, [www.ironmountain.com](http://www.ironmountain.com) for more information.

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**EXHIBIT D**

**AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT**

Deposit Account Number: 34953

Auxiliary Account Number 37184

Tyler Technologies, Inc. ("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Beneficiary or Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name:

Munis Division ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

**PAYING PARTY COMPANY NAME: TYLER TECHNOLOGIES, INC.**

**BILLING CONTACT INFORMATION TABLE**

All Invoices for Deposit Account Fees will be sent to the contact set forth below.

PRINT NAME:	LISA CARPENTER
TITLE:	SENIOR AP SPECIALIST
EMAIL ADDRESS:	<u>LISA.CARPENTER@TYLERTECH.COM</u>
STREET ADDRESS:	370 US ROUTE 1
PROVINCE/CITY/STATE:	FALMOUTH, ME
POSTAL/ZIP CODE:	04105
PHONE NUMBER:	800-772-2260
FAX NUMBER:	800-781-2459

**DEPOSITOR**

SIGNATURE:	<i>Stacey M. Gerard</i>
PRINT NAME:	Stacey M. Gerard
TITLE:	Assistant Secretary
DATE:	December 31, 2009
EMAIL ADDRESS:	<u>stacey.gerard@tylertech.com</u>

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

SIGNATURE:	<i>Adebola Farombi</i>
PRINT NAME:	<b>Adebola Farombi</b>
TITLE:	<b>Contracts Administrator</b>
DATE:	01/04/10
EMAIL ADDRESS:	<u>imclientservices@ironmountain.com</u>

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [imclientservices@ironmountain.com](mailto:imclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

EFFECTIVE DATE: Sept. 29, 2008

MASTER DEPOSIT ACCOUNT NUMBER: 34953

**THREE-PARTY MASTER DEPOSITOR**  
**ESCROW SERVICE AGREEMENT**

**1. Introduction.**

This Three-Party Master Depositor Escrow Service Agreement (the "Agreement") is entered into by and between Tyler Technologies, Inc., ("Depositor"), and by any additional party enrolling as a "Beneficiary" upon execution of the Beneficiary Enrollment Form attached as Exhibit E to this Agreement and by Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"). Beneficiary, Depositor, and Iron Mountain may be referred to individually as a "Party" or collectively as the "Parties" throughout this Agreement.

(a) The use of the term "services" in this Agreement shall refer to Iron Mountain services that facilitate the creation, management, and enforcement of software or other technology escrow accounts as described in Exhibit A attached hereto ("Services"). A Party shall request Services under this Agreement by submitting a work request for certain Iron Mountain Services ("Work Request") via written instruction or the online portal maintained at the website located at [www.ironmountainconnect.com](http://www.ironmountainconnect.com) or other websites owned or controlled by Iron Mountain that are linked to that website (collectively the "Iron Mountain Website").

(b) The Beneficiary and Depositor have, or will have, entered into a license agreement or other agreement conveying intellectual property rights to the Beneficiary ("License Agreement"), and the Parties intend this Agreement to be considered as supplementary to the License Agreement, pursuant to Title 11 United States [Bankruptcy] Code, Section 365(n).

**2. Depositor Responsibilities and Representations.**

- (a) Depositor shall make an initial deposit that is complete and functional of all proprietary technology and other materials covered under this Agreement ("Deposit Material") to Iron Mountain within thirty (30) days of the Effective Date. Depositor may also update Deposit Material from time to time during the Term of this Agreement provided a minimum of one (1) complete and functional copy of Deposit Material is deposited with Iron Mountain at all times. At the time of each deposit or update, Depositor will provide an accurate and complete description of all Deposit Material sent to Iron Mountain via the Iron Mountain Website or using the form attached hereto as Exhibit B.
- (b) Depositor represents that it lawfully possesses all Deposit Material provided to Iron Mountain under this Agreement free of any liens or encumbrances as of the date of their deposit. Any Deposit Material liens or encumbrances made after their deposit will not prohibit, limit, or alter the rights and obligations of Iron Mountain under this Agreement. Depositor warrants that with respect to the Deposit Material, Iron Mountain's proper administration of this Agreement will not violate the rights of any third parties.
- (c) Depositor represents that all Deposit Material is readable and useable in its then current form; if any portion of such Deposit Material is encrypted the necessary decryption tools and keys to read such material are deposited contemporaneously.
- (d) Depositor agrees, upon request by Iron Mountain, in support of Beneficiary's request for verification Services, to promptly complete and return the Escrow Deposit Questionnaire attached hereto as Exhibit Q. Depositor consents to Iron Mountain's performance of any level(s) of verification Services described in Exhibit A attached hereto and Depositor further consents to Iron Mountain's use of a subcontractor to perform verification Services. Any such subcontractor shall be bound by the same confidentiality obligations as Iron Mountain and shall not be a direct competitor to either Depositor or Beneficiary. Iron Mountain shall be responsible for the delivery of Services of any such subcontractor as if Iron Mountain had performed the Services. Depositor represents that all Deposit Material is provided with all rights necessary for Iron Mountain to verify such proprietary technology and materials upon receipt of a Work Request for such Services or agrees to use commercially reasonable efforts to provide Iron Mountain with any necessary use rights or permissions to use materials necessary to perform verification of the Deposit Material. Depositor agrees to reasonably cooperate with Iron Mountain by providing reasonable access to its technical personnel for verification Services whenever reasonably necessary.

**3. Beneficiary Responsibilities and Representations.**

- (a) Beneficiary acknowledges that, as between Iron Mountain and Beneficiary, Beneficiary assumes all responsibility for the completeness and functionality of all Deposit Material.
- (b) Beneficiary may submit a verification Work Request to Iron Mountain for one of more of the Services defined in Exhibit A attached hereto and further consents to Iron Mountain's use of a subcontractor if needed to provide such

Services. Beneficiary warrants that Iron Mountain's use of any materials supplied by Beneficiary to perform the verification Services described in Exhibit A is lawful and does not violate the rights of any third parties.

**4. Iron Mountain Responsibilities and Representations.**

- (a) Iron Mountain agrees to use commercially reasonable efforts to provide the Services requested by Authorized Person(s) (as identified in the "Authorized Person(s)/Notices Table" below) representing the Depositor and Beneficiary in a Work Request. Iron Mountain may reject a Work Request (in whole or in part) that does not contain all required information at any time upon notification to the Party originating the Work Request.
- (b) Iron Mountain will conduct a visual inspection upon receipt of any Deposit Material and associated Exhibit B. If Iron Mountain determines that the Deposit Material does not match the description provided by Depositor represented in Exhibit B attached hereto, Iron Mountain will notify Depositor of such discrepancies and notate such discrepancy on the Exhibit B.
- (c) Iron Mountain will provide notice to the Beneficiary of all Deposit Material that is accepted and deposited into the escrow account under this Agreement.
- (d) Iron Mountain will work with a Party who submits any verification Work Request for Deposit Material covered under this Agreement to either fulfill any standard verification Services Work Request or develop a custom Statement of Work ("SOW"). Iron Mountain and the requesting Party will mutually agree in writing to a SOW on the following terms and conditions that include but are not limited to: description of Deposit Material to be tested; description of verification testing; requesting Party responsibilities; Iron Mountain responsibilities; Service Fees; invoice payment instructions; designation of the paying Party; designation of authorized SOW representatives for both the requesting Party and Iron Mountain with name and contact information; and description of any final deliverables, prior to the start of any fulfillment activity. After the start of fulfillment activity, each SOW may only be amended or modified in writing with the mutual agreement of both Parties, in accordance with the change control procedures set forth therein.
- (e) Iron Mountain will hold and protect all Deposit Material in physical or electronic vaults that are either owned or under the control of Iron Mountain, unless otherwise agreed to by the Parties.
- (f) Upon receipt of written instructions by Depositor, Iron Mountain will permit the replacement or removal of previously submitted Deposit Material.
- (g) Iron Mountain will return the Deposit Material to Depositor upon termination of this Agreement. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

**5. Payment.**

The Party responsible for payment designated in Exhibit A ("Paying Party") shall pay to Iron Mountain all fees as set forth in the Work Request ("Service Fees"). Except as set forth below, all Service Fees are due to Iron Mountain within forty-five (45) calendar days from the date of invoice in U.S. currency and are non-refundable. Iron Mountain may update Service Fees with a ninety (90) calendar day written notice to the Paying Party during the Term of this Agreement. Iron Mountain shall not increase Service Fees by more than eight percent (8%) per year. The Paying Party is liable for any taxes related to Services purchased under this Agreement or shall present to Iron Mountain an exemption certificate reasonably acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice, to the extent possible. Any undisputed Service Fees not collected by Iron Mountain when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding, the non-performance of any obligations of Depositor to deliver Deposit Material under the License Agreement or this Agreement, Iron Mountain is entitled to be paid all Service Fees that accrue during the Term of this Agreement.

**6. Term and Termination.**

- (a) The initial "Term" of this Agreement is for a period of one (1) year from the Effective Date ("Initial Term") and will automatically renew for additional one (1) year terms (each a "Renewal Term") and continue in full force and effect until one of the following events occur: (i) Depositor provides Iron Mountain with sixty (60) days' prior written notice of its intent to cancel this Agreement; (ii) Beneficiary provides Iron Mountain and Depositor with sixty (60) days' prior written notice of their intent to terminate this Agreement; (iii) the Agreement terminates under another provision of this Agreement; or (iv) any time after the Initial Term, Iron Mountain provides one hundred eighty (180) days prior written notice to the Depositor and Beneficiary of Iron Mountain's intent to terminate this Agreement. During this notice period, Iron Mountain's Service Fees shall be paid by the Paying Party. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Agreement shall be the Effective Date.
- (b) Unless the express terms of this Agreement provide otherwise, upon termination of this Agreement, Iron Mountain shall return the Deposit Material to the Depositor. If reasonable attempts to return the Deposit Material to Depositor are unsuccessful, Iron Mountain shall destroy the Deposit Material.

- (c). In the event of the nonpayment of undisputed Service Fees owed to Iron Mountain, Iron Mountain shall provide all Parties to this Agreement with written notice of Iron Mountain's intent to terminate this Agreement. Any Party to this Agreement shall have the right to make the payment to Iron Mountain to cure the default. If the past due payment is not received in full by Iron Mountain within forty-five (45) calendar days of the date of such notice, then Iron Mountain shall have the right to terminate this Agreement at any time thereafter by sending written notice to all Parties. Iron Mountain shall have no obligation to take any action under this Agreement (except to those obligations that survive termination of this Agreement) so long as any undisputed Service Fees due Iron Mountain under this Agreement remain unpaid.

**7. General Indemnity.**

Subject to Section 10 and 11, each Party shall defend, indemnify and hold harmless the others, their corporate affiliates and their respective officers, directors, employees, and agents and their respective successors and assigns from and against any and all claims, losses, liabilities, damages, and expenses (including, without limitation, reasonable attorneys' fees), arising under this Agreement from the negligent or intentional acts or omissions of the indemnifying Party or its subcontractors, or the officers, directors, employees, agents, successors and assigns of any of them.

**8. Warranties.**

- (a) IRON MOUNTAIN WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, AGAINST INFRINGEMENT OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY IRON MOUNTAIN PROMPTLY OF ANY CLAIMED BREACH OF ANY WARRANTIES AND SUCH PARTY'S SOLE AND EXCLUSIVE REMEDY FOR BREACH OF WARRANTY SHALL BE RETURN OF THE PORTION OF THE FEES PAID TO IRON MOUNTAIN BY PAYING PARTY FOR SUCH NON-CONFORMING SERVICES. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE. THE WARRANTY PROVIDED IS SUBJECT TO THE LIMITATION OF LIABILITY SET FORTH IN THIS AGREEMENT.
- (b) Depositor warrants that all Depositor Information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Depositor Information during the Term of this Agreement.
- (c) Beneficiary warrants that all Beneficiary information provided hereunder is accurate and reliable and undertakes to promptly correct and update such Beneficiary Information during the Term of this Agreement.
- (d) Ownership Warranty. Depositor warrants that it is the owner or legal custodian of the Deposit Material and has full authority to store the Deposit Material and direct their disposition in accordance with the terms of this Agreement. Depositor shall reimburse Iron Mountain for any expenses reasonably incurred by Iron Mountain (including reasonable legal fees) by reason of Iron Mountain's compliance with the instructions of Depositor in the event of a dispute concerning the ownership, custody or disposition of Deposit Material stored by Depositor with Iron Mountain.

**9. Confidential Information.**

Iron Mountain shall have the obligation to reasonably protect the confidentiality of the Deposit Material. Except as provided in this Agreement Iron Mountain shall not use or disclose the Deposit Material. Iron Mountain shall not disclose the terms of this Agreement to any third party. If Iron Mountain receives a subpoena or any other order from a court or other judicial tribunal pertaining to the disclosure or release of the Deposit Material, Iron Mountain will immediately notify the Parties to this Agreement unless prohibited by law. After notifying the Parties, Iron Mountain may comply in good faith with such order. It shall be the responsibility of Depositor or Beneficiary to challenge any such order; provided, however, that Iron Mountain does not waive its rights to present its position with respect to any such order. Iron Mountain will cooperate with the Depositor or Beneficiary, as applicable, to support efforts to quash or limit any subpoena, at such party's expense. Any Party requesting additional assistance shall pay Iron Mountain's standard charges or as quoted upon submission of a detailed request.

**10. Limitation of Liability.**

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, ALL LIABILITY, IF ANY, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, OF ANY PARTY TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT EQUAL TO ONE YEAR OF FEES PAID OR OWED TO IRON MOUNTAIN UNDER THIS AGREEMENT. IF CLAIM OR LOSS IS MADE IN RELATION TO A SPECIFIC DEPOSIT OR DEPOSITS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES RELATED SPECIFICALLY TO SUCH DEPOSITS. THIS LIMIT SHALL NOT APPLY TO ANY PARTY FOR: (1) ANY CLAIMS OF

INFRINGEMENT OF ANY PATENT, COPYRIGHT, OR TRADEMARK; (II) LIABILITY FOR DEATH OR BODILY INJURY; (III) PROVEN THEFT; OR (IV) PROVEN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

**11. Consequential Damages Waiver.**

IN NO EVENT SHALL ANY PARTY TO THIS AGREEMENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOST PROFITS OR LOST DATA OR INFORMATION, ANY COSTS OR EXPENSES FOR THE PROCUREMENT OF SUBSTITUTE SERVICES, OR ANY OTHER INDIRECT DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

**12. General.**

- (a) Incorporation of Work Requests. All valid Depositor and Beneficiary Work Requests are incorporated into this Agreement.
- (b) Purchase Orders. In the event that the Paying Party issues a purchase order or other instrument used to pay Service Fees to Iron Mountain, any terms and conditions set forth in the purchase order which constitute terms and conditions which are in addition to those set forth in this Agreement or which establish conflicting terms and conditions to those set forth in this Agreement are expressly rejected by Iron Mountain.
- (c) Right to Make Copies. Iron Mountain shall have the right to make copies of all Deposit Material as reasonably necessary to perform the Services. Iron Mountain shall copy all copyright, nondisclosure, and other proprietary notices and titles contained on Deposit Material onto any copies made by Iron Mountain. Any copying expenses incurred by Iron Mountain as a result of a Work Request to copy will be borne by the Party requesting the copies. Iron Mountain may request Depositor's reasonable cooperation in promptly copying Deposit Material in order for Iron Mountain to perform Services.
- (d) Choice of Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of Texas, United States of America, as if performed wholly within the state and without giving effect to the principles of conflicts of laws.
- (e) Authorized Person(s). Depositor and Beneficiary must each authorize and designate one person whose actions will legally bind such party ("Authorized Person(s)" who shall be identified in the Authorized Person(s) Notices Table of this Agreement) and who may manage the Iron Mountain escrow account through the Iron Mountain Website or written instruction. The Authorized Person(s) for each the Depositor and Beneficiary will maintain the accuracy of their name and contact information provided to Iron Mountain during the term of this Agreement.
- (f) Right to Rely on Instructions. Iron Mountain may act in reliance upon any instruction, instrument, or signature reasonably believed by Iron Mountain to be genuine and from an Authorized Person(s), officer, or other employee of a Party. Iron Mountain may assume that such representative of a Party to this Agreement who gives any written notice, request, or instruction has the authority to do so. Iron Mountain will not be required to inquire into the truth or evaluate the merit of any statement or representation contained in any notice or document reasonably believed to be from such representative. With respect to Release and Destruction of Deposit Materials, Iron Mountain shall rely on an Authorized Person(s).
- (g) Force Majeure. No Party shall be liable for any delay or failure in performance due to events outside the defaulting Party's reasonable control, including without limitation acts of God, earthquake, labor disputes, shortages of supplies, riots, war, acts of terrorism, fire, epidemics, or delays of common carriers or other circumstances beyond its reasonable control. The obligations and rights of the excused Party shall be extended on a day-to-day basis for the time period equal to the period of the excusable delay.
- (h) Notices. All notices regarding Exhibit C (release) shall be sent by commercial express mail or other commercially appropriate means that provide prompt delivery and require proof of delivery. All other correspondence, including invoices, payments, and other documents and communications, may be sent electronically or via regular mail. The Parties shall have the right to rely on the last known address of the other Parties. Any correctly addressed notice to last known address of the other Parties that is relied on herein that is refused, unclaimed, or undeliverable because of an act or omission of the Party to be notified as provided herein shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by electronic mail, the postal authorities by mail, through messenger or commercial express delivery services.
- (i) No Waiver. No waiver of rights under this Agreement by any Party shall constitute a subsequent waiver of this or any other right under this Agreement.
- (j) Assignment. No assignment of this Agreement by Depositor or Beneficiary or any rights or obligations of Depositor or Beneficiary under this Agreement is permitted without the written consent of Iron Mountain, which shall not be

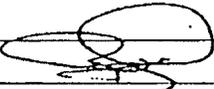
unreasonably withheld or delayed, provided, however, Depositor may, without the prior written consent of Iron Mountain, assign this Agreement in its entirety to the surviving entity of any merger or consolidation or to any purchaser of substantially all of the Depositor's assets. Iron Mountain shall have no obligation in performing this Agreement to recognize any successor or assign of Depositor or Beneficiary unless Iron Mountain receives clear, authoritative and conclusive written evidence of the change of parties. No assignment of this Agreement by Iron Mountain or any rights or obligation of Iron Mountain under this Agreement is permitted without the written consent of Depositor, which shall not be unreasonably withheld or delayed, provided, however, that Depositor's consent shall not be required for any assignment of this Agreement to an Iron Mountain subsidiary or other Iron Mountain entity.

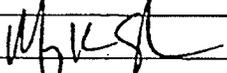
- (k) **Severability.** In the event any of the terms of this Agreement become or are declared to be illegal or otherwise unenforceable by any court of competent jurisdiction, such term(s) shall be null and void and shall be deemed deleted from this Agreement. All remaining terms of this Agreement shall remain in full force and effect. If this paragraph becomes applicable and, as a result, the value of this Agreement is materially impaired for any Party, as determined by such Party in its sole discretion, then the affected Party may terminate this Agreement by written notice to the others.
- (l) **Independent Contractor Relationship.** Depositor and Beneficiary understand, acknowledge, and agree that Iron Mountain's relationship with Depositor and Beneficiary will be that of an independent contractor and that nothing in this Agreement is intended to or should be construed to create a partnership, joint venture, or employment relationship.
- (m) **Attorneys' Fees.** In any suit or proceeding between the Parties relating to this Agreement, the prevailing Party will have the right to recover from the other(s) its costs and reasonable fees and expenses of attorneys, accountants, and other professionals incurred in connection with the suit or proceeding, including costs, fees and expenses upon appeal, separately from and in addition to any other amount included in such judgment. This provision is intended to be severable from the other provisions of this Agreement, and shall survive and not be merged into any such judgment.
- (n) **No Agency.** No Party has the right or authority to, and shall not, assume or create any obligation of any nature whatsoever on behalf of the other Parties or bind the other Parties in any respect whatsoever.
- (o) **Disputes.** Any dispute, difference or question relating to or arising among any of the Parties concerning the construction, meaning, effect or implementation of this Agreement or the rights or obligations of any Party hereof will be submitted to, and settled by arbitration by a single arbitrator chosen by the corresponding Regional Office of the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The Parties in dispute shall submit briefs of no more than ten (10) pages and the arbitration hearing shall be limited to two (2) days maximum. The arbitrator shall apply Texas law. Unless otherwise agreed by the Parties, with agreement by Iron Mountain not to be unreasonably withheld, arbitration will take place in Dallas, Texas, U.S.A. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by regular mail or by commercial express mail, to the attorney for the Party or, if unrepresented, to the Party at the last known business address. If however, Depositor and/or Beneficiary refuse to submit to arbitration, the matter shall not be submitted to arbitration and Iron Mountain may submit the matter to any court of competent jurisdiction for an interpleader or similar action. Unless adjudged otherwise, any costs of arbitration incurred by Iron Mountain, including reasonable attorney's fees and costs, shall be divided equally and paid by Depositor and Beneficiary.
- (p) **Regulations.** All Parties are responsible for and warrant, to the extent of their individual actions or omissions, compliance with all applicable laws, rules and regulations, including but not limited to: customs laws; import; export and re-export laws; and government regulations of any country from or to which the Deposit Material may be delivered in accordance with the provisions of this Agreement.
- (q) **No Third Party Rights.** This Agreement is made solely for the benefits of the Parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any right by virtue of this Agreement unless otherwise agreed to by all the parties hereto.
- (r) **Entire Agreement.** The Parties agree that this Agreement, which includes all the Exhibits attached hereto and all valid Work Requests submitted by the Parties, is the complete agreement between the Parties hereto concerning the subject matter of this Agreement and replaces any prior or contemporaneous oral or written communications between the Parties. There are no conditions, understandings, agreements, representations, or warranties, expressed or implied, which are not specified herein. Each of the parties herein represents and warrants that the execution, delivery, and performance of this Agreement has been duly authorized and signed by a person who meets statutory or other binding approval to sign on behalf of its business organization as named in this Agreement. This Agreement may only be modified by mutual written agreement of the Parties.
- (s) **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

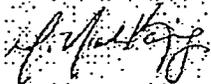
- (t) Survival. Sections 6 (Term and Termination), 7 (General Indemnity), 8 (Warranties), 9 (Confidential Information), 10 (Limitation of Liability), 11 (Consequential Damages Waiver), and 12 (General) of this Agreement shall survive termination of this Agreement or any Exhibit attached hereto.

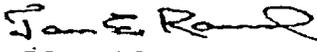
DEPOSITOR: TYLER TECHNOLOGIES, INC.

IRON MOUNTAIN INTELLECTUAL  
PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	Richard E. Peterson, Jr.
TITLE:	President - FMS Division
DATE:	September 25, 2008
EMAIL ADDRESS:	

SIGNATURE:	
PRINT NAME:	Mary K. English
TITLE:	Director of Operations
DATE:	9/29/08
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

<p>Approved as to Operational Content: Iron Mountain Operations</p>  <p>I. Nicole King, Contracts Specialist Date: September 19, 2008</p>
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<p>Approved as to Form and Content: Iron Mountain Legal Department</p>  <p>James E. Raymond, Contracts Specialist Date: Sept. 8, 2008</p>
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NOTE: AUTHORIZED PERSONS/NOTICES TABLE, BILLING CONTACT INFORMATION TABLE AND EXHIBITS FOLLOW

**DEPOSITOR AUTHORIZED PERSON(S)/NOTICES TABLE**

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Stacey M. Gerard
TITLE:	Contracts Manager
EMAIL ADDRESS:	stacey.gerard@tylertech.com
STREET ADDRESS:	370 US Route 1
PROVINCE/CITY/STATE:	Falmouth, ME
POSTAL/ZIP CODE:	04105
PHONE NUMBER:	800-772-2260
FAX NUMBER:	207-781-2459

**BILLING CONTACT INFORMATION TABLE**

Please provide the name and contact information of the Billing Contact under this Agreement. All invoices will be sent electronically and/or through regular mail to the appropriate address set forth below.

PRINT NAME:	Lisa Carpenter
TITLE:	Senior A/P Specialist
EMAIL ADDRESS:	lisa.carpenter@tylertech.com
STREET ADDRESS:	370 US Route 1
PROVINCE/CITY/STATE:	Falmouth, ME
POSTAL/ZIP CODE:	04105
PHONE NUMBER:	800-772-2260
FAX NUMBER:	207-781-2459

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

All notices should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

MUST BE COMPLETED

EXHIBIT A - Escrow Service Work Request - Deposit Account Number: **34953**

SERVICE Check box(es) to order service	SERVICE DESCRIPTION-MASTER THREE PARTY ESCROW AGREEMENT - DEPOSITOR All services are listed below. Services in shaded tables are required for every new escrow account set up. Some services may not be available under the Agreement.	ONE-TIME FEES	ANNUAL FEES	PAYING PARTY Check to identify Paying Party
<input checked="" type="checkbox"/> Setup Fee  <input checked="" type="checkbox"/> Deposit Account Fee including Escrow Management Center Access  <input checked="" type="checkbox"/> Beneficiary Fee including Escrow Management Center Access	Iron Mountain will setup a new escrow deposit account using a standard escrow agreement. Custom contracts are subject to the Custom Contract Fee noted below. Iron Mountain will set up one deposit account to manage and administrate access to Deposit Material that will be secured in a controlled storage environment. Furthermore, Iron Mountain will provide account services that include unlimited deposits, electronic vaulting, access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests. An oversize fee may apply. Iron Mountain will fulfill a Work Request to add a Beneficiary to any number of escrow deposit accounts under this Agreement and manage access rights associated with the account(s). Where possible, Beneficiary will have access to Iron Mountain Connect™ Escrow Management Center for secure online account management, submission of electronic Work Requests, and communication of status. A Client Manager will be assigned to each deposit account and provide training upon request to facilitate secure Internet access to the account and ensure fulfillment of Work Requests.	\$1,912.50	\$1,000  \$700	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary  <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary  <input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Deposit Account	Iron Mountain will set up one additional deposit account to manage and administrate access to new Deposit Material that will be securely stored in controlled media vaults in accordance with the service description above and the Agreement that governs the Initial Deposit Account.		\$1,000	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the service description above and the Agreement.		\$700	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Deposit Tracking Notification	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.	N/A	\$375	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.	\$2,500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 1 - Inventory and Analysis Test	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.	\$5,000 or based on SOW if custom work required	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 2 - Deposit Compile Test	Iron Mountain will fulfill a Work Request to perform a Deposit Compile Test, which includes the outputs of the File Listing Report and the Level 1 - Inventory Test as described above plus recreating the Depositor's software development environment, compiling source files and modules, linking libraries and recreating executable code, pass/fail determination, creation of comprehensive build instructions with a final report sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 3 - Binary Comparison	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Binary Comparison which includes a comparison of the files built from the Deposit Compile Test to the actual licensed technology on the Beneficiary's site to ensure a full match in file size, with a final report sent to the Requesting Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Level 4 - Full Usability	Iron Mountain will fulfill a Work Request to perform one Deposit Usability Test - Full Usability which includes a confirmation that the built applications work properly when installed, based on pre-determined test scripts provided by the Parties. A final report will be sent to the Paying Party regarding the Deposit Material. The Paying Party and Iron Mountain will agree on a custom Statement of Work ("SOW") prior to the start of fulfillment.	Based on SOW	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Dual/Remote Vaulting	Iron Mountain will fulfill a Work Request to store and manage the deposit materials in a remote location, designated by the client, outside of Iron Mountain's primary escrow vaulting location or to store and manage a redundant copy of the deposit materials in one (1) additional location. All Deposit Materials (original and copy) must be provided by the Depositor.	N/A	\$500	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Release Deposit Material	Iron Mountain will process a Work Request to release Deposit Material by following the specific procedures defined in Exhibit C "Release of Deposit Materials" the Escrow Service Agreement.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Add Custom Services	Iron Mountain will provide its Escrow Expert consulting based on a custom SOW mutually agreed to by all Parties.	\$175/hour	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary
<input type="checkbox"/> Custom Contract Fee	Custom contracts are subject to the Custom Contract Fee, which covers the review and processing of custom or modified contracts.	\$500	N/A	<input type="checkbox"/> Depositor - OR - <input type="checkbox"/> Beneficiary

Note: Parties may submit Work Requests via written instruction or electronically through the online portal.  
 \*15% Setup Fee discount applies to the first year only.

**EXHIBIT B  
DEPOSIT MATERIAL DESCRIPTION**

COMPANY NAME: \_\_\_\_\_ DEPOSIT ACCOUNT NUMBER: 34953

DEPOSIT NAME \_\_\_\_\_ AND DEPOSIT VERSION \_\_\_\_\_

(Deposit Name will appear in account history reports)

DEPOSIT MEDIA (PLEASE LABEL ALL MEDIA WITH THE DEPOSIT NAME PROVIDED ABOVE)

MEDIA TYPE	QUANTITY	MEDIA TYPE	QUANTITY
<input type="checkbox"/> CD-ROM / DVD		<input type="checkbox"/> 3.5" Floppy Disk	
<input type="checkbox"/> DLT Tape		<input type="checkbox"/> Documentation	
<input type="checkbox"/> DAF Tape		<input type="checkbox"/> Hard Drive / CPU	
		<input type="checkbox"/> Circuit Board	

	TOTAL SIZE OF TRANSMISSION (SPECIFY IN BYTES)	# OF FILES	# OF FOLDERS
<input type="checkbox"/> Internet File Transfer			
<input type="checkbox"/> Other (please describe below):			

DEPOSIT ENCRYPTION (Please check either "Yes" or "No" below and complete as appropriate)

Is the media or are any of the files encrypted?  Yes or  No

If yes, please include any passwords and decryption tools description below. Please also deposit all necessary encryption software with this deposit.

Encryption tool name \_\_\_\_\_ Version \_\_\_\_\_

Hardware required \_\_\_\_\_

Software required \_\_\_\_\_

Other required information \_\_\_\_\_

DEPOSIT CERTIFICATION (Please check the box below to Certify and Provide your Contact Information)

<input type="checkbox"/> I certify for Depositor that the above described Deposit Material has been transmitted electronically or sent via commercial express mail carrier to Iron Mountain at the address below.	<input type="checkbox"/> Iron Mountain has inspected and accepted the above described Deposit Material either electronically or physically. Iron Mountain will notify Depositor of any discrepancies.
NAME: _____	NAME: _____
DATE: _____	DATE: _____
EMAIL ADDRESS: _____	
TELEPHONE NUMBER: _____	
FAX NUMBER: _____	

**Note: If Depositor is physically sending Deposit Material to Iron Mountain, please label all media and mail all Deposit Material with the appropriate Exhibit B via commercial express carrier to the following address:**

Iron Mountain Intellectual Property Management, Inc.

Attn: Vault Administration

2100 Norcross Parkway, Suite 150

Norcross, GA 30071

Telephone: 800-875-5669

Facsimile: 770-239-9201

FOR IRON MOUNTAIN USE ONLY: (NOTED DISCREPANCIES ON VISUAL INSPECTION)	

## EXHIBIT C

### RELEASE OF DEPOSIT MATERIAL

Deposit Account Number: 34953

Iron Mountain will use the following procedures to process any Beneficiary Work Request to release Deposit Material. All notices under this Exhibit C shall be sent pursuant to the terms of Section 12(h) Notices.

1. Release Conditions. Depositor and Beneficiary agree that a Work Request for the release of the Deposit Material shall be based solely on one or more of the following conditions (defined as "Release Conditions"):
  - (i) Depositor's failure to cure a material breach of the License Agreement or other agreement between the Depositor and Beneficiary regulating the use of the Deposit Material covered under this Agreement; or
  - (ii) Joint written instructions from Depositor and Beneficiary; or
  - (iii) Depositor is subject to voluntary or involuntary bankruptcy.
2. Release Work Request. A Beneficiary may submit a Work Request to Iron Mountain to release the Deposit Material covered under this Agreement. Iron Mountain will send a written notice of this Beneficiary Work Request within five (5) business days to the Depositor's Authorized Person.
3. Contrary Instructions. From the date Iron Mountain mails written notice of the Beneficiary Work Request to release Deposit Material covered under this Agreement, Depositor representative(s) shall have ten (10) business days to deliver to Iron Mountain contrary instructions. Contrary Instructions shall mean the written representation by Depositor that a Release Condition has not occurred or has been cured ("Contrary Instructions"). Contrary Instructions shall be on company letterhead and signed by an authorized Depositor representative. Upon receipt of Contrary Instructions, Iron Mountain shall promptly send a copy to Beneficiary's Authorized Person(s). Additionally, Iron Mountain shall notify both Depositor and Beneficiary Authorized Person(s) that there is a dispute to be resolved pursuant to the disputes provisions of this Agreement. Iron Mountain will continue to store Deposit Material without release pending (i) joint instructions from Depositor and Beneficiary with instructions to release the Deposit Material; or (ii) dispute resolution pursuant to the disputes provisions of this Agreement; or (iii) receipt of an order from a court of competent jurisdiction.
4. Release of Deposit Material. If Iron Mountain does not receive Contrary Instructions from an authorized Depositor representative, Iron Mountain is authorized to release Deposit Material to the Beneficiary or, if more than one Beneficiary is registered to the deposit, to release a copy of Deposit Material to that particular Beneficiary only. Iron Mountain is entitled to receive any undisputed, unpaid Service Fees due Iron Mountain from the Parties before fulfilling the Work Request to release Deposit Material covered under this Agreement. Any Party may cure a default of payment of Service Fees.
5. Termination of Agreement. This Agreement will terminate upon the release of Deposit Material held by Iron Mountain with regards to that particular Beneficiary only.
6. Right to Use Following Release. Beneficiary has the right under this Agreement to use the Deposit Material for the sole purpose of continuing the benefits afforded to Beneficiary by the License Agreement. Notwithstanding, the Beneficiary shall not have access to the Deposit Material unless there is a release of the Deposit Material in accordance with this Agreement. Beneficiary shall be obligated to maintain the confidentiality of the released Deposit Material.

EXHIBIT D

AUXILIARY DEPOSIT ACCOUNT TO ESCROW AGREEMENT

Deposit Account Number: 34953

Auxiliary Account Number \_\_\_\_\_

\_\_\_\_\_  
("Depositor"), and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain") have entered into the above referenced Escrow Agreement ("Agreement"). Pursuant to that Agreement Depositor may create additional deposit accounts ("Auxiliary Deposit Account") for the purpose of holding additional Deposit Material in a separate account which Iron Mountain will maintain separately from other deposit accounts under this Agreement. The new account will be referenced by the following name: \_\_\_\_\_ ("Deposit Account Name").

Pursuant to the Agreement, Depositor may submit material to be held in this Auxiliary Deposit Account by submitting a properly filled out Exhibit B with the Deposit Material to Iron Mountain. For avoidance of doubt, Beneficiary's rights and obligations relative to the Deposit Material held in any deposit account under this Agreement are governed by the express terms of the Agreement; this form does not provide any additional rights in the Deposit Material.

The undersigned hereby agrees that all terms and conditions of the above referenced Escrow Agreement will govern this Auxiliary Deposit Account. The termination or expiration of any other deposit account will not affect this account.

DEPOSITOR

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	<a href="mailto:jpmclientservices@ironmountain.com">jpmclientservices@ironmountain.com</a>

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

All notices should be sent to [jpmclientservices@ironmountain.com](mailto:jpmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT E**  
**BENEFICIARY ENROLLMENT FORM**

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

**BENEFICIARY COMPANY NAME:** City of Madera is the Beneficiary referred to in the Escrow Agreement that supports  
**Deposit Account Number:** 34953 with Iron Mountain as the escrow agent. Beneficiary hereby agrees to be bound by all provisions of such Agreement.

**AUTHORIZED PERSON(S)/NOTICES TABLE**

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:	Andrew J. Medellin	PRINT NAME:	
TITLE:	Mayor	TITLE:	
EMAIL ADDRESS:	rmccurdy@cityofmadera.com	EMAIL ADDRESS:	
STREET ADDRESS:	205 W. 4th St.	STREET ADDRESS:	
PROVINCE/CITY/STATE:	MADERA, CA	PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	93637	POSTAL/ZIP CODE:	
PHONE NUMBER:	559-661-5086	PHONE NUMBER:	
FAX NUMBER:	559-661-0760	FAX NUMBER:	

**PAYING PARTY COMPANY NAME:** \_\_\_\_\_

**BILLING CONTACT INFORMATION TABLE**

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS:	
STREET ADDRESS:	
PROVINCE/CITY/STATE:	
POSTAL/ZIP CODE:	
PHONE NUMBER:	
FAX NUMBER:	
PURCHASE ORDER #:	

**DEPOSITOR**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

**BENEFICIARY**

SIGNATURE:	
PRINT NAME:	Andrew J. Medellin
TITLE:	Mayor
DATE:	
EMAIL ADDRESS:	rmccurdy@cityofmadera.com

**IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.**

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to Iron Mountain Intellectual Property Management, Inc. should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.

**EXHIBIT Q**  
**ESCROW DEPOSIT QUESTIONNAIRE**

**Introduction**

From time to time, Beneficiaries may exercise their right to perform verification Services. This is a Service that Iron Mountain provides for the purpose of validating relevance, completeness, currency, accuracy and functionality of Deposit Materials.

**Purpose of Questionnaire**

In order for Iron Mountain to determine the Deposit Material requirements and to quote Fees associated with verification Services, a completed deposit questionnaire is requested. It is the responsibility of the Depositor to complete the questionnaire.

**Instructions**

Please complete the questionnaire in its entirety by answering every question with accurate data. Upon completion, please return the completed questionnaire to the Beneficiary asking for its completion, or e-mail it to Iron Mountain to the attention of [verification@ironmountain.com](mailto:verification@ironmountain.com)

**Escrow Deposit Questionnaire**

**General Description**

1. What is the general function of the software to be placed into escrow?
2. On what media will the source code be delivered?
3. What is the size of the deposit in megabytes?

**Requirements for the Execution of the Software Protected by the Deposit**

1. What are the system hardware requirements to successfully execute the software? (memory, disk space, etc.)
2. How many machines are required to completely set up the software?
3. What are the software and system software requirements, to execute the software and verify correct operation?

**Requirements for the Assembly of the Deposit**

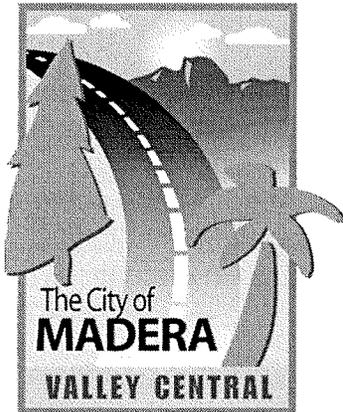
1. Describe the nature of the source code in the deposit. (Does the deposit include interpreted code, compiled source, or a mixture? How do the different parts of the deposit relate to each other?)
2. How many build processes are there?
3. How many unique build environments are required to assemble the material in the escrow deposit into the deliverables?
4. What hardware is required for each build environment to compile the software? (including memory, disk space, etc.)
5. What operating systems (including versions) are used during compilation? Is the software executed on any other operating systems/version?
6. How many separate deliverable components (executables, share libraries, etc.) are built?
7. What compilers/linkers/other tools (brand and version) are necessary to build the application?
8. What, if any, third-party libraries are used to build the software?
9. How long does a complete build of the software take? How much of that time requires some form of human interaction and how much is automated?
10. Do you have a formal build document describing the necessary steps for system configuration and compilation?
11. Do you have an internal QA process? If so, please give a brief description of the testing process.
12. Please list the appropriate technical person(s) Iron Mountain may contact regarding this set of escrow deposit materials.

Please provide your technical verification contact information below:

COMPANY:	
SIGNATURE:	
PRINT NAME:	
ADDRESS 1:	
ADDRESS 2:	
CITY, STATE, ZIP	
TELEPHONE:	
EMAIL ADDRESS:	

For additional information about Iron Mountain Technical Verification Services, please contact Manager of Verification Services at 978-667-3601 ext. 100 or by e-mail at <mailto:verification@ironmountain.com>

## REPORT TO CITY COUNCIL



Council Meeting of June 7, 2017

Agenda Item Number B-5

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

### Consideration of a Minute Order Rejecting a Claim filed by Luis Bravo

#### RECOMMENDATION

It is recommended Council reject the claim filed by Luis Bravo. The City will send a rejection notice to Mr. Bravo.

#### HISTORY

A claim was filed on April 28, 2017. The claimant alleged that a tree branch fell on his vehicle. The incident occurred on Howard Road in front of Lions Town & Country Park. Mr. Bravo included a repair estimate from Caliber Collision in the amount of \$694.79. The claim was filed timely and sufficiently.

#### SITUATION

Mr. Bravo alleges that on April 28, 2017, a palm tree across the street from Lion's Town & Country Park dropped some debris onto the roadway. He was unable to turn his wheel to avoid the debris and sustained damages to the right side of his front bumper. Mr. Bravo felt that the City was responsible for maintaining the tree. He confirmed that he has full insurance coverage on the vehicle. However, he had not filed a claim with his insurance company because he was waiting to see what the City was going to do. Mr. Bravo is seeking \$694.79 from the City to repair the right side of his front bumper.

Suzanne Johnson, AIMS, investigated the claim. Ms. Johnson discussed the matter with City employee John Scarborough, Parks Planning Manager. He did not know specifically which palm tree was involved. There were several palm trees in that vicinity. Mr. Scarborough confirmed that trees were trimmed in that area about 2 years ago. With regard to maintenance, Mr. Scarborough was unable to locate any trimming records for the subject palm tree. However, he visited the site and the palm trees in that area looked in decent condition. Mr. Scarborough talked to his staff and confirmed that they did not receive any calls

or complaints in regards to any palm trees on Howard Road following the subject incident.

Ms. Johnson received loss photographs from the claimant and discussed them with Mr. Scarborough. The images of the loss were compared to the presumed palm tree on Google Maps. The images were taken in September 2015. Mr. Scarborough compared the 2015 images to current images. Although the subject tree had some overgrowth in the September 2015 Google Maps images, the recent appearance of the tree was much cleaner. The subject palm did not appear to pose any type of hazard.

Based on Ms. Johnson's investigation she found no evidence of negligence and/or liability on the part of the City based upon the lack of prior notice and the extreme windy conditions. Also, according to the City, the subject tree was healthy and not dropping.

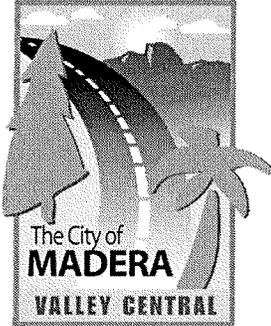
Ms. Johnson has recommended the claim be rejected. Staff concurs with her recommendation.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Rejection of claims filed under Government Code §910 is not 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.



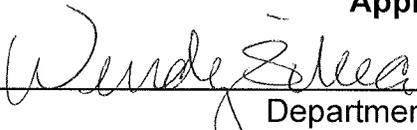
REPORT TO CITY COUNCIL



Council Meeting of June 7, 2017

Agenda Item Number B-6

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

**Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement**

**RECOMMENDATION**

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and Operating Engineers Local Union No. 3 (OE3) and authorizing the City Administrator to execute the agreement.

**HISTORY**

The City and OE3 entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

**SITUATION**

The City has approved health providers for its medical, dental and vision plans effective July 1, 2017. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. OE3 has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2017-18.

**FISCAL IMPACT**

City-wide, the change in the City's contribution from the 2016-17 to the 2017-18 fiscal year represents an additional expense to the general fund estimated at slightly less than \$50,000 for the year and approximately \$20,000 across all other funds. This amount is estimated based on current enrollment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

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

RESOLUTION No. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND  
OPERATING ENGINEERS LOCAL UNION No. 3 RELATED TO HEALTH BENEFITS  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and Madera Operating Engineers Local Union No. 3 (OE3) representatives entered into a Memorandum of Understanding (MOU) effective January 6, 2016 through June 30, 2018 relative to wages, hours, and terms and conditions of employment; and

WHEREAS, the MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; and

WHEREAS, in accordance with the Meyers Milias 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 article of the MOU and such side letter agreement is acceptable to all parties.

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

1. The above recitals are true and correct.
2. The Side Letter Agreement between the City and Operating Engineers Local Union No. 3 is approved, a copy of which is on file with the Office of the City Clerk and referred to for more particulars.
3. The City Administrator is authorized to execute the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SIDE LETTER AGREEMENT  
BETWEEN THE CITY OF MADERA  
AND  
OPERATING ENGINEERS LOCAL UNION No. 3**

The parties have conferred, and do hereby agree that Article 26 – Health and Welfare of the Memorandum of Understanding between the City of Madera and Operating Engineers Local Union No. 3 is amended to read as follows:

**Article 26 – Health and Welfare**

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum, employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The cost above the monthly benefit dollars noted above will be solely borne by the employees.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Retiree Health Coverage: The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense till age 65 or when eligible for Medicare, whichever comes first. Retirees who exercise this option will pay a 2% administrative fee per month. Both retiree and dependent coverage are available under this program.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2018.

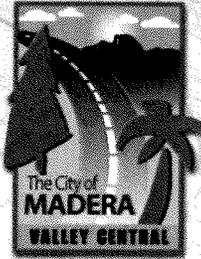


\_\_\_\_\_  
Allen Dunbar, OE3 Representative

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

5-30-17  
Date

\_\_\_\_\_  
Date



## REPORT TO CITY COUNCIL

Approved By:   
Department Director

  
City Administrator

Council Meeting of June 7, 2017  
Agenda Item No. B-7

**SUBJECT: MINUTE ORDER – ACCEPTANCE OF THE CONSTRUCTION OF PINE STREET-PECAN AVENUE MEDIAN LANDSCAPE & IRRIGATION IMPROVEMENTS CITY OF MADERA PROJECT NO. ST 16-04**

### RECOMMENDATION:

1. That the City Council approve Minute Order approving:
  - a. Acceptance of the Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04
  - b. The recording of the Notice of Completion.
  - c. The release of retention after 35 days from recording of the Notice of Completion.

### SUMMARY:

The City Council, at their December 21, 2016 meeting, awarded a contract to Stockbridge General Contracting Inc., for the Construction of Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04. The Contractor has completed the project in accordance with the plans and specifications. It is staff's recommendation that the City Council accept the project.

### SITUATION:

The project is part of the City of Madera's pilot project to landscape median islands with drought tolerant landscape (xeriscape) and improved irrigation technologies. The xeriscape approach reduces the need for water and associated maintenance in the landscaped area.

The project consists of landscaping the newly constructed median islands with drought tolerant landscape (xeriscape) and improved irrigation technologies. The islands are located on Pine Street and Pecan Avenue adjacent to the Freedom Industrial Park Subdivision and Madera South High School.

### **Engineering**

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

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

The island improvements included connecting to the existing water main system, installation of water meters with back flow preventers, installation of irrigation system, irrigation controllers, electrical system and equipment, planting of assorted shrubs and trees, installation of median island gravel, cobble and boulders and a 90-day landscaping establishment time period.

A final project inspection was held and the Public Works Department, the Parks Department and Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded.

The final progress payment less the retention amount of five percent has been processed. The original contract amount was \$299,776.90

One (1) contract change order was processed for scope of work added and credited to the project as tabulated below.

**Contract Change Order(s)**

**Change Order No. 1**

CCO	Item Description	Amount
1-1	Material cost for (4) qty of - 2" Sensus-SR11 with encoded register and Sensus/Flex Net M520X endpoint transmitter. Installation done as part of original scope.	\$ 5,216.60
<b>Total Additive Amount - - -</b>		<b>\$ 5,216.60</b>

The total cost of the Change Order is an additive in the amount of \$ 5,216.60 increasing the cost of the project approximately 1.74% to \$304,993.50

The construction project was completed within the contract time and budgeted amount. Funding for project construction was included in the City's FY 2016/17 Budget with Median Island Development Impact Funds: 45262, in the amount of \$163,000 and the Water Utility Fund: Fund 20300, Water Conservation Program, Account in the amount of \$170,000 and with the additional funding from the RSTP Federal Exchange Fund Fund 33200 in the amount of \$42,000.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

**Strategy 126 – Create safe streets.**

RECORDING REQUESTED BY:  
CITY OF MADERA

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

\_\_\_\_\_  
SPACE ABOVE THIS LINE FOR RECORDER'S USE  
\_\_\_\_\_  
FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

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

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

N/A

6. A work of improvement on the property hereinafter described was completed on JUNE 7, 2017
7. The name of the original contractor, if any, for such work of improvement was \_\_\_\_\_  
Stockbridge General Contracting Inc.,  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

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

N/A

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

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

**Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04**

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

(Signature of Owner named In Paragraph 2)

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

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

10. Continued .....

**Pine Street-Pecan Avenue Median Landscape and Irrigation Improvements City Project No. ST 16-04**

STATE OF CALIFORNIA  
County of Madera

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

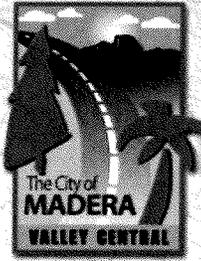
Signature of Officer: \_\_\_\_\_

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

State of California  
County of Madera

Subscribed and sworn to (or affirmed) before me on this 7th day of June, 2017, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

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



## REPORT TO CITY COUNCIL

Approved By:

  
Department Director

Council Meeting of June 7, 2017

Agenda Item Number B-8

  
City Administrator

**SUBJECT:** CONSIDERATION OF A RESOLUTION APPROVING AGREEMENT WITH PETERS ENGINEERING GROUP, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GRANADA DRIVE AT HOWARD ROAD TRAFFIC SIGNAL PROJECT NUMBER TS 17-01 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

### RECOMMENDATION:

That the City Council:

1. Approve Res. No. 17 - \_\_\_\_\_ approving Agreement with Peters Engineering Group
2. Authorize the Mayor to execute the agreement.

### SUMMARY:

The proposed professional services agreement covers the design of the project by a firm; with specific expertise in traffic signal design for the intersection of Granada Drive and Howard Road.

The scope of work for this project includes surveying, design, and assistance during the bidding and construction phase. The work will begin immediately upon approval of this agreement. The basic compensation specified in the consultant agreement is \$ 41,475.00 with an additional \$4,200 of contingencies allowed for extra services if determined by the City Engineer to be necessary. Funding for this project is included in the FY 2017-2021 Capital Improvement Plan (CIP) and will be included in the proposed 2017/2018 Annual Budget.

## **DISCUSSION:**

The intersection of Granada Drive and Howard Road is currently a four-way stop controlled intersection but currently meets warrants for the installation of a traffic signal. With the projected growth in Madera, this intersection was expected to experience traffic congestion issues and was placed on the City's Capital Improvement Projects list years ago.

The goal of any improvements in this area would be to improve safety, circulation and reduce congestion.

### Scope of Services

The Scope of Work as proposed in the consultant agreement includes the full design of the intersection and construction support services. The Consultant will produce construction drawings, technical specifications, and provide engineering support during construction.

### Consultant Selection Process

On April 6, 2017, a request for proposals was sent to 5 firms with experience in intersection design. The goal of the RFP was to select a qualified engineering consultant to be responsible for all tasks outlined for the engineering design of the project.

On April 28, 2017, the City received three proposals for the project. The three engineering firms that responded to the RFP were Peters Engineering Group, JLB Traffic Engineering Inc., and TJKM Transportation Consultants. The Selection Committee reviewed all submittals and subsequently chose Peters Engineering Group as the most qualified consultant for the work based upon the review criteria presented in the RFP. 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.

## **FISCAL IMPACT:**

The total anticipated expenditures for professional engineering design services is \$41,475.00. Funds for the work are available through the Development Impact Fees fund program, \$65,000 in account number 40970000-7050 in the FY 2016/17 Budget.

## **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

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP, FOR  
PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GRANADA DRIVE AT  
HOWARD ROAD TRAFFIC SIGNAL PROJECT NUMBER TS 17-01 AND AUTHORIZING  
THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Madera has initiated the design of a traffic signal at the Granada Drive at Howard Road intersection (the Project); and

**WHEREAS**, project development and engineering design by a professional engineering firm is required for the design phase of the Project; and

**WHEREAS**, the funding for design and environmental work on the Project is included in the 2016/17 Budget, Capital Improvement Program; 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 for professional engineering services as described above is necessary to the carrying out of the project.
3. The Agreement with Peters Engineering Group, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved for an amount of \$41,475.00 with an additional \$4,200 of contingencies allowed for extra services, as approved by the City Engineer, for the scope of work.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**AGREEMENT WITH “PETERS ENGINEERING GROUP” FOR PROFESSIONAL ENGINEERING DESIGN FOR THE GRANADA DRIVE AT HOWARD ROAD TRAFFIC SIGNAL PROJECT NUMBER TS 17-01**

This Agreement made and entered into this 7<sup>th</sup> day of June 2017 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 construct improvements at the intersection of Granada Drive at Howard Road in the City of Madera, California, hereinafter called “Project(s)”; and

**WHEREAS**, CITY needs professional project development and engineering design services for the Traffic Signal at the intersection of Granada Drive at Howard Road project number TS 17-01; and

**WHEREAS**, CONSULTANT is qualified and certified to provide the required professional project development and design services and is knowledgeable of Federal, State, and City standard policies and regulatory requirements; and

**WHEREAS**, CITY desires to hire CONSULTANT for such professional project development and design services.

**NOW THEREFORE:**

The parties hereto mutually agree as follows:

**A. SERVICES OF CONSULTANT:**

CITY hereby hires CONSULTANT to provide professional project development and design 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 services as set forth in EXHIBIT A, “Project Work Plan Tasks & Deliverable Schedule”, 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 applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal 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'S 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 estimated hours of work listed in EXHIBIT B, "Fee Proposal", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$41,475.00.

City and Consultant agree on the rates shown in EXHIBIT B and that the hourly rates shall be valid through March 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 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-consultant's 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 Scope of Services or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of four thousand and two hundred dollars (\$4,200).

**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

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.

A. Minimum Scope 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 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 subconsultants 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 days notice of cancellation (except for nonpayment for which ten (10) calendar days 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 an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in **EXHIBIT A, Project Work Plan Tasks & Deliverable Schedule:**

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.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on an agreed upon date for each individual project, 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 defend and indemnify the CITY, its officers, officials, employees and designated volunteers for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the CONSULTANT, its officers, sub-consultants, agents, employees or consultants, in performing or failing to perform any work, services or functions under this Agreement.

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency 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 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.

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.

**15. RESPONSIBILITY FOR OTHERS:**

CONSULTANT shall be responsible to CITY for its services and the services of its subconsultants. 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 or that party or, in lieu of 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

**CONSULTANT**

Peters Engineering Group  
952 Pollasky Avenue  
Clovis, Ca. 93612

**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**

**CONSULTING FIRM**

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

By: \_\_\_\_\_  
\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Taxpayer I.D. Number

**APPROVED AS TO FORM:**

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

**ATTEST:**

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

# **ATTACHMENTS**

# **EXHIBIT A**

## **Project Work Plan Tasks & Deliverable Schedule**

CITY OF MADERA  
 TRAFFIC SIGNAL AT HOWARD ROAD AND GRANADA DRIVE  
 EXHIBIT 'A' Project Work Plan Tasks & Deliverable Schedule

ID	Task Name	Duration	Start	Finish	Predecessor	March	May	July	September	November	January	March	May	July	September	November	January
1	HOWARD ROAD AND GRANADA DRIVE	232 days	Tue 5/30/17	Wed 4/18/18													
2	PROJECT KICK-OFF	1 day	Tue 5/30/17	Tue 5/30/17													
3	Notice to Proceed	1 day	Tue 5/30/17	Tue 5/30/17													
4	Task 1.1 - Kick-off Meeting	1 day	Wed 5/31/17	Wed 5/31/17													
5	PRELIMINARY ENGINEERING (30%)	120 days	Thu 6/1/17	Wed 11/15/17													
6	Task 1.2 Field Surveys and Mapping	15 days	Thu 6/1/17	Wed 6/21/17													
7	Task 1.3 Utility Coordination	120 days	Thu 6/1/17	Wed 11/15/17													
8	Task 1.4 30% Design Plans	15 days	Thu 6/22/17	Wed 7/12/17													
9	Task 1.5 Project Management and Progress Meetings	30 days	Thu 6/1/17	Wed 7/12/17													
10	CITY PLAN REVIEW	20 days	Thu 7/13/17	Wed 8/9/17													
11	CITY PLAN REVIEW	20 days	Thu 7/13/17	Wed 8/9/17													
12	DESIGN DEVELOPMENT (60%)	70 days	Thu 7/13/17	Wed 10/18/17													
13	Task 2.1 60% Design Plans	15 days	Thu 8/10/17	Wed 8/30/17													
14	City Plan Review	20 days	Thu 8/31/17	Wed 9/27/17													
15	Task 2.2 90% Design Plans	15 days	Thu 9/28/17	Wed 10/18/17													
16	Task 2.3 Project Management and Progress meetings	60 days	Thu 7/13/17	Wed 10/4/17													
17	Task 2.4 Legal Descriptions for Right of Way Acquisition	15 days	Thu 9/28/17	Wed 10/18/17													
18	CITY PLAN REVIEW	15 days	Thu 10/19/17	Wed 11/8/17													
19	CITY PLAN REVIEW	15 days	Thu 10/19/17	Wed 11/8/17													
20	CONSTRUCTION DOCUMENTS (90%)	5 days	Thu 11/9/17	Wed 11/15/17													
21	Task 3.1 Final Design Plans and Technical Specifications for Construction	5 days	Thu 11/9/17	Wed 11/15/17													
22	CITY FINAL PLAN REVIEW	15 days	Thu 11/16/17	Wed 12/6/17													
23	CITY FINAL PLAN REVIEW AND REVISIONS	15 days	Thu 11/16/17	Wed 12/6/17													
24	BIDDING	40 days	Thu 12/7/17	Wed 1/31/18													
25	Task 4.1 - Construction Bidding Support Services	40 days	Thu 12/7/17	Wed 1/31/18													
26	CONSTRUCTION	60 days	Thu 2/1/18	Wed 4/25/18													
27	Task 5.1 - Construction Support Services	60 days	Thu 2/1/18	Wed 4/25/18													

# **EXHIBIT B**

## **BUDGET**

EXHIBIT B BUDGET



**PETERS ENGINEERING GROUP**  
A CALIFORNIA CORPORATION

**HOURLY RATE SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

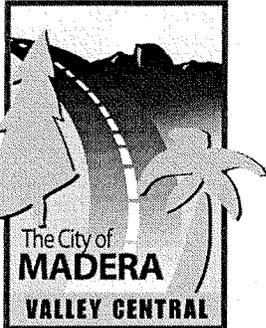
<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$175/hr
Senior Civil Engineer	\$160/hr
Civil Engineer	\$125/hr
Land Surveyor	\$120/hr
Staff Engineer	\$110/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$65/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

**REIMBURSABLES SCHEDULE**  
(Effective 1/1/17 to 12/31/17)

<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.

Report to City Council



Council Meeting of June 7, 2017  
Agenda Item Number B-9

Approved by:

Wendy Zillea  
Department Director

Dej  
City Administrator

**Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2017-18 and Authorizing the City Administrator to Execute any Agreements or Related Documents**

**RECOMMENDATION**

Staff recommends Council adopt the resolution approving the 2017-18 health, dental and vision insurance providers and authorizing the City Administrator to execute any required agreements or related documents.

**HISTORY**

The City of Madera offers health benefits to its employees through an IRS Section 125 cafeteria-style plan. The health benefits include medical, dental and vision insurance. The City's contribution towards individual employee health insurance is a negotiated item in the various Memorandums of Understanding between the City and bargaining units. All Memorandums of Understanding with the bargaining units state that the City has the right to determine the plan carriers. Employee units have input on plan design.

**SITUATION**

The City maintains the services of a health insurance consultant/broker to coordinate carrier quotes and coverage comparisons. Der Manouel Insurance Group out of Fresno currently provides this service.

The City's medical plan consists of a high deductible PPO with the City self-funding the deductible through what is known as a Wrap plan. The primary insurer is United Healthcare (UHC) for the PPO. The Wrap plan is administered by Administrative Solutions, Inc. (ASi) out of Fresno. UHC processes claims first. If a claim is in-network and applied to the deductible, then ASi will pay as secondary payer. ASi maintains a trust account with City funds to make these payments. This plan structure has proven to be effective at reducing the City's overall cost of health insurance. By way of example, staff asked our broker to obtain quotes for fully funded plans that would eliminate our need for a 2-payer system. The cheapest plan was a \$20 co-pay HMO and would have cost \$460,000 more than the proposed renewal with our current plan structure. For this

reason, staff is recommending renewing our existing plan with UHC and maintaining the Wrap plan administered by ASi.

In an effort to address the over utilization of Urgent Care and Emergency Room Services, the City implemented a teledoc service, Call A Doctor Plus, for plan year 2016-17. This service allows for telephonic medical advice from board certified physicians for non-emergency conditions. The service is able to prescribe medications to assist employees in meeting their medical needs. Based on utilization reports, the estimated savings from costs that would have been associated with Urgent Care visits, Emergency Room visits and medical office visits exceeded the premium paid for the service 9 months into the plan year. Employees have indicated that they like the service and find it easy and convenient to use. Staff is recommending the City continue to offer this service both as a benefit to employees as well as a cost-saving measure for the City.

Dental insurance was placed with Principal Financial Group beginning with the 2015-16 plan year. The City experienced slightly high utilization, so design changes were recommended to out-of-network benefits only in plan year 2016-17. These changes were successful at curbing out-of-network utilization and the carrier has offered to renew at the existing premium rate (\$0 increase).

Vision insurance was placed with Superior Vision beginning with the 2015-16 plan year and at that time the City was given a 4-year rate. No changes are recommended for Vision Coverage.

#### **FISCAL IMPACT**

Health plan premiums as well as the health insurance consultant's fees are paid by employees through payroll deductions. The City's contributions toward health insurance are negotiated with the bargaining units and contained in the applicable agreements.

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

Renewal of health and welfare benefits for City employees is not 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 HEALTH, DENTAL AND VISION INSURANCE PROVIDERS FOR FISCAL YEAR  
2017-18 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AGREEMENTS  
OR RELATED DOCUMENTS

WHEREAS, the City of Madera retains an insurance consultant to annually evaluate and negotiate health, dental and vision insurance needs; and

WHEREAS, the insurance consultant has provided information to the City regarding health, dental and vision insurance options for plan year 2017-18; and

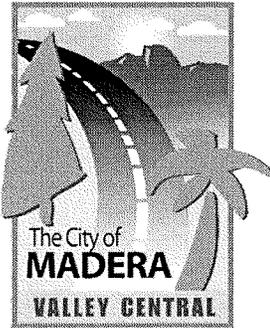
WHEREAS, the City of Madera wishes to provide said benefits to its employees through United Healthcare for medical insurance; Administrative Solutions, Inc. for administration of the self-funded Wrap plan; Providence Financial Group, LLC for the Call A Doctor Plus service; Principal Financial Group for dental insurance; and Superior Vision for vision insurance.

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. Superior Vision is approved as the vision insurance provider for plan year 2017-18.
3. Principal Financial Group is approved as the dental insurance provider for plan year 2017-18.
4. United Healthcare is approved as the medical insurance provider for plan year 2017-18.
5. Administrative Solutions Inc. is approved as the administrator for the self-funded Wrap plan for plan year 2017-18.
6. Call A Doctor Plus provided through Providence Financial Group, LLC is approved as the teledoc service provider for plan year 2017-18.
7. The City Administrator is authorized to execute any agreements or related documents as approved by the City Attorney on behalf of the City of Madera to effectuate specific provider plans. Any executed agreements or related documents will be maintained on file with the Office of the City Clerk.
8. This resolution is effective immediately upon adoption.

\* \* \* \* \*

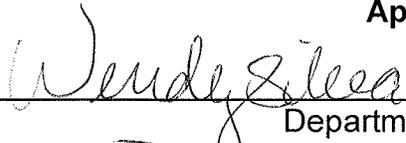
## REPORT TO CITY COUNCIL



Council Meeting of June 7, 2017

Agenda Item Number B-10

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

### **Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement**

#### **RECOMMENDATION**

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

#### **HISTORY**

The City and LEMM entered into a Memorandum of Understanding (MOU) effective July 1, 2015 through June 30, 2018. The MOU includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

#### **SITUATION**

The City has approved health providers for its medical, dental and vision plans effective July 1, 2017. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. LEMM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2017-18.

#### **FISCAL IMPACT**

City-wide, the change in the City's contribution from the 2016-17 to the 2017-18 fiscal year represents an additional expense to the general fund estimated at slightly less than \$50,000 for the year and approximately \$20,000 across all other funds. This amount is estimated based on current enrollment.

#### **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  
THE LAW ENFORCEMENT MID-MANAGEMENT GROUP RELATED TO HEALTH BENEFITS  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and the Law Enforcement Mid-Management Group (LEMM) representatives 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 MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; 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 article 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 Law Enforcement Mid-Management 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 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  
LAW ENFORCEMENT MID-MANAGEMENT GROUP**

The parties have conferred, and do hereby agree that Article 17 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Law Enforcement Mid-Management Group is amended to read as follows:

**ARTICLE 17 – INSURANCE BENEFITS**

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each pay period an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in the health insurance plan if they provide evidence of other coverage and such a waiver of coverage does not increase the premium charged by the carriers. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

Plan design of the health care coverage (medical, dental and vision) will remain the same as provided in the previous MOU. However this group agrees to the City proposal to change the plan design, as presented, when such action can be taken for all bargaining units. Current and proposed health care benefits are defined in greater detail in the summary of benefits and evidence of coverage booklet for each carrier/plan.

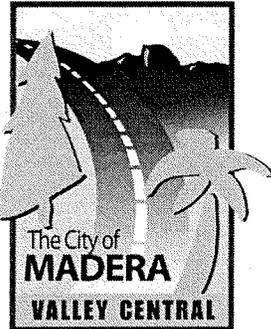
The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2018.

  
\_\_\_\_\_  
Dino Lawson, LEMM  
5-25-17  
\_\_\_\_\_  
Date

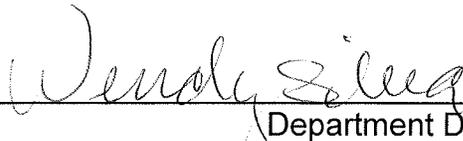
\_\_\_\_\_  
David R. Tooley, City Administrator  
\_\_\_\_\_  
Date

## Report to City Council



Council Meeting of June 7, 2017  
Agenda Item Number B-11

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

### **Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera**

#### **RECOMMENDATION**

Staff recommends Council adopt the resolution setting the monthly health benefit allowance for the City Council.

#### **HISTORY**

The City Council has historically received the same contributions toward health insurance as management employees and these contributions for Council are set by resolution.

#### **SITUATION**

The City has selected medical, dental and vision carriers for the 2017-18 plan year. Additionally, the City has proposed contribution amounts towards health insurance for all employees eligible for health insurance that are equivalent to the full premium for medical, dental and vision insurance.

#### **FISCAL IMPACT**

City-wide, the change in the City's contribution from the 2016-17 to the 2017-18 fiscal year represents an additional expense to the general fund estimated at slightly less than \$50,000 for the year and approximately \$20,000 across all other funds. This amount is estimated based on current enrollment.

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

Health and welfare benefits for City employees are not 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  
SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE  
FOR THE CITY COUNCIL

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

WHEREAS, consistent with past practice, the monthly health benefit allowance received by members of the City Council is consistent with the monthly health benefit allowance received by management employees.

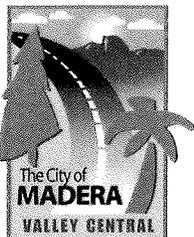
NOW, THEREFORE, THE COUNCIL OF THE CITY OF MADERA hereby resolves, finds, and orders as follows:

1. The above recitals are true and correct.
2. Effective July 1, 2017, the monthly health benefit dollars received by City Council members will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	792.56
EE+1	1,439.11
EE+Family	2,093.09

3. This resolution is effective immediately upon adoption.

\* \* \* \* \*



## REPORT TO CITY COUNCIL

**Council Meeting of:** June 7, 2017

**Agenda Item No.:** B-12

**Approved by:**

  
\_\_\_\_\_  
Tim Przybyla, Director of Finance

  
\_\_\_\_\_  
David Looley, City Administrator

**SUBJECT:**

- A. Consideration of a Resolution Approving a Contract with Muni Services for the Sales Tax and Business Licensing Services and Authorizing the Mayor to Sign the Contract on Behalf of the City; and
- B. Consideration of a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records

**RECOMMENDATION:**

Staff recommends that the City Council of the City of Madera approve the resolution approving a contract with Muni Services and authorizing the Mayor to sign the Contract on behalf of the City and approve the resolution authorizing the examination of sales or transactions and use tax records by the Board of Equalization.

**DISCUSSION/BACKGROUND:**

Muni Services (Muni) has provided sales tax services for the City of Madera since 1995. The City of Madera would like to have Muni provide the same services related to Measure K Sales Tax revenues. In addition, the City of Madera is seeking Business License audit services. Staff requested quotes from both Muni Services and from HdI Companies for Sales Tax and Business Licensing services. Those are the only two companies that staff knows of who provide these services, and Muni came back with the better of the two quotes. Therefore, staff is recommending adoption of the proposed resolution which approves the agreement with Muni Services, authorizes the Mayor to sign the agreement

and also authorizes the Mayor sign a resolution that is required by the State for Muni Services to access Measure K Sales Tax information.

The scope of services to be performed under this agreement and the related fees are:

- Sales, Transactions and Use Tax Audit (SUTA) Services – a 15% Contingency Fee, applicable to the six quarters beginning with the quarter in which the correction falls and all eligible prior quarters
- Sales/Use Tax Analytical & Reporting Services (STARS) - \$5,430.80 Annual Fee
- Local Tax Compliance Discovery and Audit Services related to Business Licensing – a 32% Contingency Fee, applicable to current tax year, all eligible prior period revenues, and any applicable penalties, interest and late charges

Additionally, the state Board of Equalization requires the approval of a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records which would allow Muni Services to perform tasks contemplated by the agreement.

#### **FISCAL IMPACT:**

The fiscal impact of the approval of this agreement with Muni Services is not known at this time. However, it will result in a net increase of revenues in excess of expenditures for the City's General Fund because they have reduced their previous SUTA contingency fee of 25% down to 15% for their contract proposal. The City will also receive additional Business License revenue as a result of Muni's Business Licensing services.

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

Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action, resulting in financial gain to the City, will assist in achieving the Vision Statement of a Well-Planned City.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH MUNI SERVICES, LLC FOR REVENUE ENHANCEMENT AUDIT SERVICES, INCLUDING SALES AND USE TAX AUDIT SERVICES AND LOCAL TAX COMPLIANCE DISCOVERY AND AUDIT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, on or about October 6, 1995, the City entered into an agreement with Muni Services, LLC, for Revenue Enhancement Audit Services, including Sales and Use Tax Audit Services (the "Agreement."); and

**WHEREAS**, the City of Madera is desiring to obtain additional services related to local tax compliance discovery and audit services; and

**WHEREAS**, proposals for the above-mentioned services have been requested and received from the two known companies that provide such services; and

**WHEREAS**, Muni Services, LLC did submit the most competitive proposal; and

**WHEREAS**, the City of Madera would like to enter into a new agreement with Muni Services for the provision of revenue enhancement audit services.

**NOW, THEREFORE, THE 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 Muni Services, LLC, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

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

**A Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records**

**WHEREAS**, pursuant to Ordinance Nos. 935 C.S., the City of Madera entered into a contract with the State Board of Equalization to perform all functions incident to the administration and collection of the Transactions and Use Tax Ordinances and the local sales and use taxes; and

**WHEREAS**, City deems it necessary for authorized representatives of City to examine confidential sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected by the Board for City; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code sets forth certain requirements and conditions for the disclosure of Board records and establishes criminal penalties for the unlawful disclosure of information contained in, or derived from sales or transactions and use tax records of the Board; and

**WHEREAS**, Section 7056 of the California Revenue and Taxation Code requires that any person designated by City shall have an existing contract to examine City's sales and transactions and use tax records.

**NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:**

**Section 1.** That the Finance Director, or other officer or employee of City designated in writing by the Finance Director to the State Board of Equalization (hereafter referred to as Board) is hereby appointed to represent City with authority to examine all of the sales and transactions and use tax records of the Board pertaining to sales and transactions and use taxes collected for City by the Board of Equalization pursuant to the contract between City and the Board. The information obtained by examination of Board records shall be used for purposes related to the collection of City's sales and transactions and use taxes by the Board pursuant to the contract.

**Section 2.** That the Finance Director, or other officer or employee of City designated in writing by the Finance Director to the Board, is also hereby appointed to represent City with the authority to examine those sales and transactions and use tax records of the Board for purposes related to the following governmental functions of City:

- a) tracking and economic development
- b) forecasting and budget related functions
- c) detection of misallocations and deficiencies

The information obtained by examination of Board records shall be used only for those governmental functions of City listed above.

**Section 3.** That MuniServices, LLC is hereby designated and authorized to examine all of the sales and transactions and use tax records of the Board pertaining to all sales and use taxes collected for City and any transaction and use taxes collected for City under the following Transactions and Use Tax Ordinances and any future Transactions and Use Tax Ordinances that may be enacted in the City:

Madera 2016 Transactions and Use Tax Measure K

The person or entity designated by this section meets all of the following conditions:

- a) has an existing contract with City to examine sales and transactions and use tax records;
- b) is required by that contract to disclose information contained in, or derived from those sales and transactions and use tax records only to an officer or employee authorized under Section 1 (or Section 2) of this resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a retailer during the term of that contract;
- d) is prohibited by that contract from retaining the information contained in, or derived from those sales and transactions and use tax records after that contract has expired.

**BE IT FURTHER RESOLVED** that the information obtained by examination of Board records shall be used only for purposes related to the collection of City's sales and transactions and use taxes by the Board pursuant to the contracts between City and the Board of Equalization and for purposes relating to the governmental functions of City listed in Section 2 of this resolution.

**Section 4.** This resolution supersedes all prior sales and transactions and use tax resolutions of City adopted pursuant to subdivision (b) of Revenue and Taxation Code Section 7056.

Introduced, approved and adopted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Name & Title)

\_\_\_\_\_  
(Attest)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

# MuniServices, LLC

## Consultant Services Agreement

This Consultant Services Agreement (the "Agreement") is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2017 ("Effective Date") by and between MuniServices, LLC, a Delaware limited liability company ("CONSULTANT") and The City of Madera, a municipal corporation of the State of California ("CITY"). In consideration of the mutual promises herein contained and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

### A. Services

1. CONSULTANT will provide CITY with the services described in EXHIBIT A which is attached hereto and incorporated by reference. CONSULTANT shall provide said services at the time, place, and in the manner specified in EXHIBIT A.
2. CONSULTANT shall furnish at its own expense all labor, materials, equipment and other items necessary to carry out the terms of this Agreement.

### B. Compensation

1. Upon execution of this Agreement, CITY will pay CONSULTANT as outlined in EXHIBIT B, incorporated and included herein.

### C. General Provisions

1. Term of the Agreement: The initial term of this Agreement shall be for a period of three (3) year following the date of execution, and automatically renew for subsequent three year terms if neither party has cancelled (the "Term"). Either party shall have the right to terminate this Agreement in the event of a material breach by the other party. Any such termination may be made only by providing sixty (60) days' written notice to the other party, specifically identifying the breach or breaches on which termination is based. Following receipt of such notice, the party in breach shall have thirty (30) days to cure such breach or breaches. In the event that such cure is not made, this Agreement shall terminate in accordance with the initial sixty (60) days' notice. Notwithstanding the foregoing, either party may terminate the Agreement at any time and for any reason by providing thirty days (30) written notice to the other party; provided however, that if CONSULTANT has not breached the Agreement and has commenced services identified in EXHIBIT A prior to the date of termination, CONSULTANT shall be entitled to payment as described in EXHIBIT B.
2. Effect of Termination: Notwithstanding non-renewal or termination of this Agreement, CITY shall be obligated to pay CONSULTANT for services performed through the effective date of termination for which CONSULTANT has not been previously paid. In addition, because the services performed by CONSULTANT prior to termination or non-renewal of this Agreement may result in the CITY's receipt of revenue after termination which are subject to CONSULTANT's fee, the CITY shall remain obligated after termination or non-renewal to provide to CONSULTANT such information as is necessary for CONSULTANT to calculate compensation due as a result of the receipt of revenue by the CITY.
3. Independent Contractor: It is understood that CONSULTANT and its subcontractors, if any, in the performance of the work and services agreed to be performed, shall act as and be an independent contractor and shall not act as an agent or employee of the CITY. CITY understands that CONSULTANT may perform similar services for others

during the term of this Agreement and agrees that CONSULTANT representation of other government sector clients is not a conflict of interest. CONSULTANT shall obtain no rights to retirement benefits or other benefits which accrue to CITY's employees, and CONSULTANT hereby expressly waives any claim it may have to any such rights.

4. **Subcontractors:** CONSULTANT shall have the right to hire subcontractors to provide the services described herein. CONSULTANT, in rendering performance under this Agreement shall be deemed an independent contractor and nothing contained herein shall constitute this arrangement to be employment, a joint venture, or a partnership. CONSULTANT shall be solely responsible for and shall hold CITY harmless from any and all claims for any employee related fees and costs including without limitation employee insurance, employment taxes, workman's compensation, withholding taxes or income taxes.
5. **Notice:** Any notice required to be given under this Agreement shall be in writing and either served personally, sent prepaid first class mail, or by express mail courier (i.e. FedEx, UPS, etc.). Any such notice shall be addressed to the other party at the address set forth below. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery.

**If to CITY:**

City of Madera  
Attn: Tim Pryzbyla, Director of Financial Services  
205 W. 4<sup>th</sup> Street  
Madera, CA 93637  
Phone: 559.661.5453  
Facsimile: 559.675.7067  
Email: [tprzbyla@cityofmadera.com](mailto:tprzbyla@cityofmadera.com)

**If to CONSULTANT:**

MuniServices, LLC  
Attn: Contract Department  
7625 N. Palm Ave., Ste. 108  
Fresno, CA 93711  
Phone: 559.271.6852  
Facsimile: 559.312.2852  
Email: [legal@muniservices.com](mailto:legal@muniservices.com)

6. **Representative or designees:** CONSULTANT's Primary Representative/Project Manager shall be:

Mary DeLaRosa, Client Services Manager  
7625 N. Palm Ave., Ste. 108, Fresno, CA 93711  
Phone: 800.800.8181 ext. 76809/Email: [Mary.Delarosa@MuniServices.com](mailto:Mary.Delarosa@MuniServices.com)

For the convenience of the CITY, a short list of helpful contacts is attached and incorporated herein as EXHIBIT C.

7. **Indemnity:** CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, employees, and agents, ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages including reasonable attorneys' fees ("claims"), arising out of the CONSULTANT's willful misconduct or negligent performance of its obligations under this Agreement, except for such loss or damage arising out of the 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 willful misconduct or negligent performance of this Agreement, the CONSULTANT shall at its option and sole discretion (i) provide a defense to the CITY indemnitees; or (ii) reimburse the CITY indemnitees reasonable costs of their defense, including reasonable attorney's fees, incurred in defense of such claims.
8. **Limitation of Liability:** In no event shall CONSULTANT, its employees, contractors, directors, affiliates and/or agents be liable for any special, incidental, or consequential damages, such as, but not limited to, delay, lost data, disruption, and loss of anticipated profits or revenue arising from or related to the services, whether liability is asserted in contract or tort, and whether or not CONSULTANT has been advised of the possibility of any such loss or damage. In addition, CONSULTANT's total liability hereunder, including reasonable attorneys' fees and costs, shall in no event exceed an amount equal to the fees described in EXHIBIT B. The foregoing sets forth the CITY'S

exclusive remedy for claims arising from or out of this Agreement. The provisions of this section allocate the risks between CONSULTANT and the CITY and CONSULTANT's pricing reflects the allocation of risk and limitation of liability specified herein.

9. Insurance: CONSULTANT shall keep in full force and effect insurance coverage during the term of this Agreement, including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. The insurance certificate shall name the CITY, its agents, officers, servants and employees as additional insureds under the CGL and Automobile policies with respect to the operations and work performed by the named insured as required by written contract. The General Liability policy is Primary & Non-Contributory. Waiver of Subrogation applies under the General Liability and Workers' Compensation policies. The CGL insurance minimum coverage shall be at least \$1,000,000 per incident, claim or occurrence and \$2,000,000 aggregate. The Automobile Liability insurance minimum coverage shall be at least \$1,000,000 covering all owned, non-owned, and hired vehicles. The certificate shall provide that there will be no cancellation, termination, or non-renewal of the insurance coverage without a minimum 30-day's written notice to the CITY, except in the case of cancellation for non-payment of premium which shall be at least 10-days written notice.
10. Equal Opportunity to Draft: The parties have participated and had an equal opportunity to participate in the drafting of this Agreement. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.
11. Assignment: This Agreement shall be binding upon and inure to the benefit of the parties, their successors, representatives and assigns. CONSULTANT shall not assign this Agreement, or delegate its duties or obligations under this Agreement, without the prior written consent of CITY, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, CONSULTANT may assign this Agreement, in whole or in part, without the consent of CITY to any corporation or entity into which or with which CONSULTANT has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of CONSULTANT; or any corporation or entity which acquires all or substantially all of the assets of CONSULTANT. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
12. Ownership of Documents: Except for CONSULTANT preexisting proprietary information and processes, any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by CONSULTANT pursuant to this agreement shall be the property of the CITY at the moment of their completed preparation.
13. Intellectual Property Rights: The entire right, title and interest in and to CONSULTANT's database and all copyrights, patents, trade secrets, trademarks, trade names, and all other intellectual property rights associated with any and all ideas, concepts, techniques, inventions, processes, or works of authorship including, but not limited to, all materials in written or other tangible form developed or created in the course of this Agreement (collectively, the "Work Product") shall vest exclusively in CONSULTANT or its subcontractors. The foregoing notwithstanding, in no event shall any CITY-owned data provided to CONSULTANT be deemed included within the Work Product.
14. Public Release and Statements: Neither party or its representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other party. Neither party shall make any public release or statement concerning the subject matter of this Agreement without the express written consent and approval of the other party. No party or its agent will use the name, mark or logo of the other party in any advertisement or printed solicitation without first having prior written approval of the other party. The parties shall take reasonable efforts to ensure that its subcontractors shall not disseminate any oral or written advertisement, endorsement or other

marketing materials referencing or relating to the other party without that party's prior written approval. In addition, the parties agree that their contracts with all subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

15. Force Majeure: CONSULTANT shall not be in default of its obligations hereunder to the extent that its performance is delayed or prevented by causes beyond its control, including but not limited to acts of God, government, weather, fire, power or telecommunications failures, inability to obtain supplies, breakdown of equipment or interruption in vendor services or communications.
16. Entire Agreement: This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter contained herein. Said Agreement shall not be amended, altered, or changed, except by a written amendment signed by both parties.
17. Counterparts: This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
18. Invalidity: If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
19. Implementation: Implementation should begin as soon as possible from the signing of this Agreement (the "Effective Date") for the performance of services under the terms of this Agreement.

***[Signatures on following page]***

IN WITNESS HEREOF, the parties have caused this Agreement to be executed on the date first written above.

**"CITY"**

**City of Madera**

a Municipal Corporation

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

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

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

ATTEST:

\_\_\_\_\_

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

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

APPROVED AS TO FORM:

\_\_\_\_\_

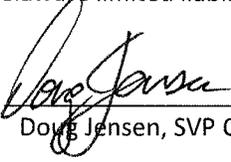
Name: \_\_\_\_\_

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

**"CONSULTANT"**

**MuniServices, LLC**

a Delaware limited liability company

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

Doug Jensen, SVP Client Services

## **EXHIBIT A - SCOPE OF WORK**

### **Sales, Transactions and Use Tax Audit (SUTA) Services**

In performing the sales, transactions and use tax audit (SUTA) program, including the Madera 2016 Transactions and Use Tax Measure K, and any other transactions and use taxes adopted by the City after the beginning of this Agreement, CONSULTANT shall:

1. Identify and correct the sales/transactions/use tax reporting errors of businesses that, based on the nexus of their activities, are not properly registered with the CITY.
2. Identify and correct the reporting of businesses that are improperly reporting tax to state and county pools (i.e. classifying sales tax as use tax) and thereby depriving the CITY of sales tax revenue.
3. Detect, document and correct sales/transactions/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the CITY.
4. Ensure through comprehensive audit measures that the revenue information used for ongoing economic analysis includes all sales/transactions/use tax generators.
5. Assist the CITY with strategies to preserve and even enhance sales and use tax revenue generated by existing businesses within the CITY.

CONSULTANT's proposed sales/transactions/use tax allocation audit services for the CITY includes five distinct types of audits:

- Taxable Nexus Field audits
- Permitization audits
- Deficiency assessment audits
- Accounts payable audits
- Quarterly Distribution Report audits

#### **Taxable Nexus Field Audits**

CONSULTANT's initial and periodic taxable nexus field audits include a physical canvassing and evaluation of sales/transactions/use tax generating businesses located in the CITY. In the absence of this undertaking, significant misallocations will remain undetected. CONSULTANT's field audits focus on those businesses located in the CITY from which the CITY has not been receiving sales/transactions/use tax revenue.

#### **Permitization Audits**

Wholesalers, contractors, processors, manufacturers and other non-retail businesses will frequently not have a sales tax permit properly registered to the CITY in which they are located because their business operations do not include a point-of-sale qualifying activity. However, these companies will often generate local sales/transactions/use tax from the State Board of Equalization (BOE) audit deficiency assessments, occasional sales (i.e., mergers and acquisitions), and self-accrual of use tax on purchases. CONSULTANT's field audits facilitate the identification and correction of improperly registered permits for companies having point-of-sale operations in the CITY.

#### **Deficiency Assessment Audits**

When the California BOE audits taxpayers for sales/transactions/use tax compliance, it is not uncommon for the taxpayer to receive a substantial deficiency assessment due to underpayments and/or under-collections. In many cases, the local allocation portion of the deficiency assessment is distributed in error to the State pool, county pools, or other jurisdictions. Accordingly, CONSULTANT has developed proprietary criteria and techniques to detect and correct BOE deficiency assessment misallocations and thus expand the benefits produced by CONSULTANT's allocation audit service.

### Accounts Payable Audits

When California taxpayers purchase tangible personal property for which title passes out-of-state, the transactions are subject to use tax (rather than sales tax) which is collected by the vendor who in turn remits it to the BOE, with the local allocation typically distributed statewide or countywide through the pools.

Under certain conditions, the seller may allocate the local tax by situs or the CITY may elect to self-accrue the use tax and remit it directly to the BOE, in which case the local portion will come back to the CITY in the same manner as sales tax.

CONSULTANT's accounts payable audit will include a review of the CITY's purchases to identify opportunities for the CITY to capture the 1% local allocation on purchases subject to use tax and the local district tax where applicable. In this regard, CONSULTANT will prepare the documentation to facilitate the election, including assistance in preparing and filing the tax returns.

### Quarterly Distribution Report Audits

Every three months, the CITY and CONSULTANT receive a Quarterly Distribution Report (QDR) from the BOE with the local allocation amount reflected by permit number.

CONSULTANT's QDR audits detect and correct taxpayer-reporting errors and thereby generate new, previously unrealized sales/transactions/use tax revenue for the CITY. CONSULTANT's QDR audits focus on those accounts where CONSULTANT observes a substantial decline in the sales/ transactions/use tax revenue allocation for a particular business entity in a given quarter. In most cases, accounts showing zero balances have either relocated or simply reported late, in which case the payments will not be reflected until the next quarter's QDR. Therefore, six months must lapse before the QDRs indicate whether a zero balance account can be attributed to a late payment or a misallocation.

Cities and counties may only recover misallocated Bradley-Burns sales tax revenue for three quarters prior to the BOE being notified of the reporting error and misallocated District tax revenues for between three quarters and three years. Therefore QDR audits must be conducted in a timely manner in order to preserve the opportunity for the CITY to recover misallocated revenue. CONSULTANT shall conduct the QDR audit each and every quarter to minimize the potential of lost revenue to the CITY.

### Confidentiality Provisions

CONSULTANT qualifies under Section 7056 of the Revenue and Taxation Code to review (Bradley-Burns) confidential taxpayer information and documentation before the BOE. CONSULTANT is hereby authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the BOE pertaining to the ascertainment of those sales or transactions and use taxes to be collected for the CITY pursuant to contract under the Bradley-Burns Uniform Sales and Use Tax Law and California Revenue & Taxation Code applicable to transactions and use taxes. If the CITY adopts a new transaction tax or taxes after the effective date of this Agreement the parties intend for the work under this agreement to include that tax or taxes.

CONSULTANT is required to disclose information contained in, or derived from, those sales, transaction, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information.

CONSULTANT is prohibited from performing consulting services for a retailer during the term of this Agreement.

CONSULTANT is prohibited from retaining the information contained in, or derived from, those sales, transaction, and use tax records, after this Agreement has expired.

This Agreement, and CONSULTANT's and CITY's obligations with respect to confidentiality of taxpayer data pursuant to the Bradley Burns Revenue and Taxation Code, shall continue until final payment for all services rendered hereunder.

## **Deliverables**

### **SUTA Detection and Documentation**

CONSULTANT shall represent the CITY for purposes of examining BOE records pertaining to sales and use tax to identify errors and omissions. CONSULTANT's procedures for detecting and documenting misallocations are as follows:

1. Review applicable provisions of the CITY's municipal code and ordinance adopted by the CITY to determine applicability.
2. Procure a computer tape of sales/transactions/use tax permit records from the BOE.
3. Analyze sales tax distribution reports provided by the BOE for five or more of the most recent consecutive quarters.
4. Clean-up, standardize and computerize data from CITY's quarterly sales tax distribution reports provided by BOE for previous quarters, current quarter and each future quarter service is provided.
5. Prepare an aggregated list of business entities on electronic media; this list is derived from multiple private and public sources (hard copy and electronic), including specialized business listings and directories, the CITY's sales and use tax payment files, and an electronic copy of the CITY's Business License Tax registry, updated no less than twice per year.
6. Clean, standardize and integrate, in address-order, each entity's business name, address and payment file information, to eliminate redundancies, using CONSULTANT's proprietary software.
7. Physically canvas commercial/industrial area within the CITY's borders.
8. Develop a target list of potential point of sale/use reporting errors/omissions based on:
  - a. An electronic comparison of CONSULTANT's comprehensive inventory against the BOE's quarterly distributions for the CITY, and
  - b. An analysis of each potentially misallocated account based on proprietary guidelines established by CONSULTANT.
9. Meet with designated CITY official(s) to review service objectives and scope, CONSULTANT workplan schedule, public relations and logistical matters.
10. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a point-of-sale/use reporting error exists. (Note: this is accomplished with the highest regard to discretion and professional conduct. CONSULTANT's allocation audits are predicated on a non-controversial, constructive public relations approach which emphasizes the importance of each business to the CITY and the mutual benefits of correcting reporting errors.)
11. Provide to the CITY and BOE reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, California sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales/transactions/use tax revenue which should be forthcoming to the CITY.
12. CONSULTANT may also provide suggested language for letters to be sent to the taxpayers and/or BOE from the CITY (or from CONSULTANT on behalf of the CITY) urging cooperation in promptly correcting the distribution error.
13. Respond to negative findings by BOE with timely reconfirmation documentation in order to preserve the CITY's original dates of knowledge.
14. Receive and process registration control record information monthly.
15. Receive and process sales tax distribution reports quarterly.
16. Coordinate with the taxpayer and BOE to make the necessary corrections and collect eligible back quarter's amounts.
17. Monitor and analyze the quarterly distribution reports with an audit focus on the following:
  - a. Accounts with previously reported point-of-sale/use distribution errors to ensure that the corrections are made for current quarters and all eligible back quarters.

- b. Major accounts comprising 90% or more of the CITY's total sales tax revenue to identify any irregularities or unusual deviations from the normal pattern (e.g. negative fund transfers, significant decreases, unusual increases, etc.) and ensure that the CITY is not receiving less revenue than it is entitled to.
  - c. Those accounts receiving deficiency assessments to ensure that the CITY receives its local allocation
18. Identify opportunities for the CITY to recover local allocation on purchase transactions subject to use tax. Prepare the necessary documentation to facilitate recovery, including assistance in preparing and filing the returns.

**SUTA Detection Timing Considerations**

For each misallocated account detected, CONSULTANT will coordinate with the business and BOE to make the necessary corrections plus retroactive adjustments for eligible amounts of sales/transactions/use tax improperly distributed in prior quarters. CONSULTANT coordinates and communicates between typically four parties; sales/operations personnel at the taxpayer's local operation, tax personnel at the company's corporate headquarters, and BOE personnel and the in-state/out-of-state district offices. Correction of the account is considered to have been made once the payments on identified taxpayer accounts are being properly allocated by the taxpayer to the CITY in the period in which the payment was made.

As needed, CONSULTANT will represent the CITY before state officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived the CITY of revenue to which it is entitled.

**SALES/USE TAX ANALYTICS & REPORTING SERVICE (STARS)**

**1. STARS Reports.** Within thirty (30) days of receipt of monthly and/or quarterly sales tax data from the applicable governmental authorities, Consultant shall provide CITY with electronic access to updated STARS Reports.

**1.1 General Reporting Contents.** The STARS Reports are dependent on availability of data received from applicable governmental authorities. The online STARS Reports allow CITY's staff to interact with sales tax data from the permit level to citywide level; on a cash or economic basis; by quarter or year; and by classification grouping include economic category and segment. The STARS Reports provide CITY with access to sales and use tax data online and via mobile devices. In addition, reports can be exported to Microsoft Excel or Adobe PDF formats. The reports available may include:

- A Cash Dashboard.
- An Economic Dashboard.
- An Economic Change Report.
- A business look-up report.
- A Taxpayer Ranking Report.
- Geo-Areas.

**1.2 Sales Tax Forecast.** Consultant also provides a Sales Tax Forecast that identifies historical sales tax and projected sales tax for pessimistic, most likely and optimistic scenarios.

**1.3 Accuracy.** The STARS Reports rely on information provided by applicable governmental authorities and third-parties. Consultant will endeavor to verify, remove redundancies, or otherwise clean or standardize the information provided by governmental authorities or any third parties.

**1.4 Timing.** Consultant's obligation to provide the STARS Reports is conditioned on CITY's delivery of required, signed documentation to Consultant to access the proper data from the applicable governmental authorities.

**1.5 Paper reports.** Some of the reports may be delivered in paper-based or excel formats while our online report platform continues to be expanded. For example, Geo Area reports are currently still being provided in paper format. As we expand the online portal, additional reports will become available on your home page.

## CITY Assistance

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- 1. Confidentiality.** The information provided to the CITY in the STARS Reports is confidential. It is not open to public inspection. A CITY may use the information only for lawfully permitted purposes. CITY shall not distribute the STARS Reports to any person unless that person is legally entitled to access the information in the STARS Reports, or except as may otherwise be required by law or court order.

Consultant is authorized by this Agreement to examine transaction tax, sales tax, and use tax records of the State Board of Equalization (BOE), including, but not limited to, the transaction and use tax that became effective on or about April 1, 2017 known as Madera 2016 Transactions and Use Tax Measure K to be collected for the CITY. Consultant is required to disclose information contained in, or derived from, those transaction, sales, and use tax records only to an officer or employee of the CITY who is authorized by resolution to examine the information. Consultant is prohibited from performing consulting services for a retailer during the term of this Agreement. Consultant is prohibited from retaining the information contained in, or derived from, those transaction, sales, and use tax records, after this Agreement has expired.

- 2. Data.** In order for Consultant to provide the STARS Reports, the CITY will need to deliver to Consultant the signed documents/authorizations required to access the proper data from the applicable governmental authorities as may be required by law.

- 3. Additional Terms.**

- a. License.** Consultant grants to CITY a license for each of CITY's designated users to access the New STARS reports service for so long as this Agreement is in effect. Each of CITY's designated users must be submitted in writing to Consultant. Consultant will provide the user with the necessary log-in information. Any passwords issued for this service may only be used by the person to whom the password is issued; sharing of passwords is STRICTLY PROHIBITED. CITY has the obligation to protect those passwords.

- b. Limitations of Liability.** Consultant is not responsible for any breach of data resulting from CITY's failure to protect passwords or systems used to access the Service. Consultant does not warrant that the service is error free. CONSULTANT DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. Some jurisdictions do not allow the exclusion of implied warranties or limitations of how long an implied warranty may last, or the exclusion of limitation of incidental damages, so the above limitations or exclusions may not apply to CITY. In no event shall Consultant or its licensors, suppliers, or licensees be liable to CITY for any consequential, special, incidental, or indirect damages of any kind arising out of the performance or use of the service, even if Consultant has been advised of the possibility of such damages.

- c. Non-disclosure.** CITY's use of the New STARS services is conditioned on CITY's agreement not to make the service or any of output of the system available to Consultant's competitors. Nothing in this provision prohibits the CITY from exporting data and formatting it for its own use or from making documents marked as 'public' known to the public.

# Local Tax Compliance Discovery and Audit Services

## Objectives and Methods

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CONSULTANT's Local Tax Compliance service ("LTC") is designed to assist the CITY in locating tax revenue that the CITY may not be receiving from its local tax registry. CONSULTANT provides detection, documentation and correction of errors and omissions causing deficiencies thereby producing new revenue that would not otherwise have been realized by the CITY. Moreover, our team works in full and collaborative partnership with CITY revenue staff to supplement the operations and procedures currently in place.

The LTC service also aims to reduce future errors by informing the businesses that are identified as having errors or omissions about the proper methods of compliance. Informing business owners of the requirements of the ordinance helps to prevent future mistakes by businesses making future enforcement efforts by the CITY less burdensome for the CITY.

## Scope of Work

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CONSULTANT provides the LTC service as follows:

- 1.1. Initial Meeting.** CONSULTANT meets with the CITY staff to review the procedures and objectives of the LTC service, business entity relations and logistical matters, including establishing an appropriate liaison with CITY management and staff and logical checkpoints for measuring progress (the "Initial Meeting"). CONSULTANT and CITY shall schedule the meeting within 10 days after CONSULTANT receives the fully-signed copy of the Agreement from the CITY with this Exhibit attached.
- 1.2. Workplan.** Based on the Initial Meeting, CONSULTANT develops a workplan that incorporates the logistical matters agreed to in the Initial Meeting and describes in detail how the objectives of the LTC service shall be met (the "Workplan").
- 1.3. Commencement of services.** After the Workplan is developed, CONSULTANT shall begin providing the services described in paragraphs 1.4 thru 1.5 below. CONSULTANT's obligation to provide services is contingent on the CITY providing the necessary information and cooperation.
- 1.4. Discovery Services.** Discovery Services are designed to provide a full service solution to the CITY's business license enforcement procedures. It does not replace current functions, but provides a focused and fulltime solution to the identification of entities subject to taxation by the CITY, which are not properly registered, or otherwise not reporting taxes to the CITY. In performing the Discovery Services, CONSULTANT shall:
  - a. Establish a comprehensive inventory of the entities subject to taxation by the CITY and the database elements needed to facilitate a comprehensive comparative analysis with the CITY's records of those entities that are properly registered;
  - b. Compare CONSULTANT's database of business records with the CITY's records to identify potential non-reporting and non-registered entities subject to taxation;
  - c. For unregistered or non-reporting entities identified and confirmed, assist the entities, as necessary, to complete the CITY's applicable registration form(s) and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate);

- d. Invoice entities (including supporting documentation) on behalf of the CITY for the amount of identified deficiencies, with payment to be remitted to CONSULTANT;
- e. Ensure that all submitted registration forms are completed correctly and in their entirety;
- f. Forward all completed registration forms and associated payments to the CITY in batches at the frequency directed by the CITY. Applications will be forwarded with copies of the payments and payments deposited into an account designated by the CITY;
- g. Collect the amount of identified deficiencies, together with supporting documentation, and remit payment received to the CITY in bi-weekly batches; typically on the 15<sup>th</sup> and by the last business day of each month. (CONSULTANT shall follow the CITY's business rules in collecting partial payments or the tax in full at the CITY's direction.);
- h. Establish a call center open during normal business hours to assist entities with questions concerning application of the CITY's taxes, and reporting and remittance requirements;
- i. Educate entities regarding the CITY's reporting requirements to prevent recurring deficiencies in future years;
- j. Contact personnel in sales, operations and/or tax accounting at each target business to determine whether a business license fee is due, when necessary and appropriate. This is accomplished with the highest regard to discretion and professional conduct. CONSULTANT's LTC audits are predicated on a non-controversial, constructive public relations approach that emphasizes the importance of each business to the CITY and the mutual benefits of correcting non-reporting errors;
- k. Provide reports addressing each taxpayer not reporting, including the business name, address, and telephone number to the CITY; and
- l. Monitor and analyze the business license registration files of the CITY each quarter in order to determine non-reporting businesses.

**1.5. Deficiency Audit Services.** Deficiency Audit Services are designed to identify entities subject to taxation by the CITY that are not properly reporting the full amount of tax which they are subject to under the CITY's ordinances. Deficiency Audit Services also identifies entities that are potentially underreporting, or not reporting all applicable taxes. CONSULTANT reviews entities records to ensure compliance with the CITY's taxes. In performing the Deficiency Audit Services, CONSULTANT shall:

- a. Establish a comprehensive inventory of the registered entities subject to taxation by the CITY and the database elements needed to facilitate an analysis of records of those entity's current and prior year's tax remittance;
- b. Compare CONSULTANT's records with the CITY's records to identify potential under-reporting entities subject to taxation;
- c. Meet with designated CITY staff to review and discuss potential audit candidates and mutually agree which entities will be subject to review. Only entities mutually agreed by CONSULTANT and the CITY to be reviewed shall be subject to CONSULTANT's audit services.
- d. For potential under-reporting entities identified, CONSULTANT shall obtain authorization from the CITY to conduct a review of the entities' records and determine the amount of tax due for current and prior periods (plus applicable interest and penalties, where appropriate).
- e. Submit audit summaries (also referred to as "Deficiency Notice") to the CITY to permit the CITY to determine the amount of a deficiency owed, if any.

## Deliverables

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**CONSULTANT shall provide the CITY with audit progress reports to include the following:**

1. Status of work in progress, including copies of reports provided to taxpayers/intermediaries addressing each reporting error/omission individually, including where applicable the business name, address, telephone number, account identification number, individuals contacted, date(s) of contact, nature of business, reason(s) for error/omission and recommended corrective procedure;
2. Actual revenue produced for the CITY by CONSULTANT's service on a quarterly and cumulative basis;
3. Projected revenue forthcoming to the CITY as a result of CONSULTANT's audit service, specified according to source, timing, and one-time versus ongoing; and
4. Alphabetical listing of all errors/omissions detected for the CITY by CONSULTANT, including the account number, correction status, payment amount received by the CITY, period to which payment is related and payment type (e.g., reallocation, deficiency assessment) for each one.

### **Timing and Reporting**

CONSULTANT shall commence project planning within 10 working days following authorization.

### **CITY Assistance**

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**The CITY agrees to:**

- a. Provide an electronic copy of the CITY's License Registration File and License Payment History file to CONSULTANT, together with any other information necessary for CONSULTANT to compute CONSULTANT's billing for services, in electronic format, to CONSULTANT on no less than a quarterly basis during the term of the Agreement and thereafter for so long as CONSULTANT's right to invoice for services rendered continues;
- b. Use reasonable and diligent efforts to collect, or to assist CONSULTANT in the collection of, deficiencies identified by CONSULTANT pursuant to this Agreement. For accounts that remain uncollected after CONSULTANT has exhausted its efforts to collect through the standard process, CONSULTANT and the CITY may mutually agree to special procedures that will make further attempts to collect amounts still outstanding. Typically, these processes will be implemented by CONSULTANT; and
- c. Notify CONSULTANT within 10 days following receipt by the CITY of payments, if any, resulting from deficiencies identified by CONSULTANT.

Because CONSULTANT's LTC Service may result in collection of deficiencies after termination of the Agreement, the CITY's obligation to collect fees and notify CONSULTANT, and CONSULTANT's right to continue to receive contingency fees, shall survive termination of this Agreement or this Exhibit for any reason.

The CITY shall have the right, at the CITY's option, to elect not to proceed with recovery of any identified deficiencies. Deficiencies which are uncollectible due to insolvency or dissolution of the entity liable, or for deficiencies which are otherwise incapable of collection (e.g. statute of limitations expiration or other legal defense) shall not be considered an "election" by the CITY for the purposes of this Agreement. For deficiencies otherwise collectable but for which the CITY elects not to collect, the CITY shall notify CONSULTANT of its election not to pursue ("waive") collection of said deficiencies. CONSULTANT shall be entitled to one-half (½) of the fee CONSULTANT would have been entitled to for the waived portion of the deficiency.

## **EXHIBIT B – COMPENSATION**

### **Sales, Transactions and Use Tax Audit Services (SUTA)**

**Effective January 1, 2017, compensation for the Sales and Use Tax Audit Service is reduced to a 15% contingency fee.** This fee applies to revenue received for six quarters beginning with the quarter in which the Date of Correction falls and all eligible prior quarters back to and including the three quarters prior to the Date of Knowledge quarter for Bradley-Burns sales tax revenues and all eligible prior quarters back to and including all corrected quarters prior to the Date of Knowledge quarter for district tax revenues. As used herein, the Date of Knowledge is the quarter during which CONSULTANT notifies the BOE of the existence of a misallocation. As used herein, the Date of Correction refers to the quarter in which the taxpayer has correctly reported the local tax and the BOE distributes the local tax properly to CITY based on the taxpayer's reporting. For QDR Misallocations detected and corrected, CONSULTANT's compensation shall only include the quarters for which the misallocation actually occurred.

For clarification and to encourage communication and collaboration between CONSULTANT and the CITY, CONSULTANT shall be entitled to full payment of all compensation as provided herein even if any one or more of CITY, its personnel, agents, or representatives, or any third party or parties provide(s) information to CONSULTANT that assists or is used by CONSULTANT in the identification, detection, and correction of point-of-sale distribution errors or the reporting and/or misallocation of revenue.

In the event that the CITY identifies, documents, and notifies the BOE of a point-of-sale distribution error, reporting error or misallocation as those terms are used herein, the CITY agrees to notify CONSULTANT of the CITY's discovery no later than ten (10) days after the Date of Knowledge as defined in Title 18 of the California Code of Regulations, Regulation 1807 ("Date of Knowledge"). The CITY also agrees to notify CONSULTANT promptly if it is working on a local tax misallocation issue independently of CONSULTANT and to maintain and promptly make available to CONSULTANT on request contemporaneous documentation of such work and its timing so that the duplication of work can be avoided. If the CITY fails to so notify CONSULTANT as provided above and CONSULTANT later detects, documents, and reports the misallocation or reporting error to the State Board of Equalization, or if CONSULTANT has established a Date of Knowledge with the BOE prior to notification to the Board by the CITY, then CONSULTANT is entitled to full compensation for the affected account as provided herein.

#### **Invoicing/Billing**

CONSULTANT will invoice CITY quarterly based on past and/or prospective compliance secured on behalf of CITY. Invoices are due and payable upon receipt.

All expenses incurred by CONSULTANT in providing the Sales Tax service are the sole and exclusive responsibility of CONSULTANT, except those expenses that receive prior written approval by CITY.

#### **Completion of Services**

Notwithstanding any other provision of this Agreement, because Consultant's services performed hereunder result in corrections of misallocations and other revenue after cessation of services by Consultant for CITY, CITY agrees that with regards to misallocations identified to the BOE whose Date of Knowledge occurred during Consultant's performance of services for CITY or for other revenue resulting from Consultant's actions taken during the term of this Agreement, that CITY's obligation to pay Consultant in accordance with the compensation language of this Agreement shall survive expiration or termination of this Agreement for any reason. Additionally, notwithstanding any other provision of this Agreement, if this Agreement is terminated or expires, Consultant shall continue to pursue corrections of accounts identified during the term of this Agreement that have not been corrected by the BOE as of the effective date of termination or expiration. The period after termination during which Consultant is pursuing correction of accounts

identified before termination is referred to as the “completion period.” CITY shall compensate Consultant in accordance with the compensation language of this Agreement for corrected misallocations that result from Consultant’s efforts during the completion period. CITY will also take all necessary steps to allow Consultant to continue to receive the required information from the BOE during this completion period.

## **Sales/Use Tax Analytics & Reporting Service (STARS)**

- 1. Base Package Annual fee.** CITY shall pay Consultant an annual fee of \$5,430.80 (“annual fee”) payable in four equal quarterly payments of \$1,357.70. This includes a mutually agreeable number of Geo Areas. Consultant will invoice the CITY on a quarterly. Invoices are due and payable within thirty (3) days of receipt. If this Agreement is terminated for any reason, the CITY remains obligated to pay Consultant the quarterly payments of the annual fee for the quarters before the effective date of termination.
- 2. Adjustments.** Consultant will adjust the Base Package Annual Fee and any of the optional fees at the beginning of each calendar year by the percentage change in the Consumer Price Index that pertains to CITY’s particular geographic area as reported by the Bureau of Labor Statistics. Annual Fee adjustment shall not be less than two percent (2%) or greater than ten percent (10%).
- 3. Additional Paper Copies.** Consultant shall provide CITY additional paper, bound copies of the STARS Reports upon CITY’s request at the rate of \$200 annually per additional copy, payable by CITY in quarterly installments of \$50 per additional copy.

## **Local Tax Compliance Discovery and Audit Services**

### **Discovery Services**

CONSULTANT’s compensation for providing Discovery Services shall be a contingency fee of 32% of the additional revenue received by the CITY from the services. The 32% shall apply to the current tax year, all eligible prior period revenues, and any applicable penalties, interest, and late charges. The contingency fee only applies to revenue actually received by the CITY. The term “current tax year” shall mean the most recent tax year for which local taxes are due and payable to the CITY, and in which CONSULTANT has identified deficiencies.

In the event that the CITY identifies, documents, and notifies CONSULTANT of a particular business entity that has not been reporting, or misreported its business license taxes properly, the CITY will notify CONSULTANT within ten (10) days after the discovery. If the CITY properly notifies CONSULTANT of the deficiency then CONSULTANT will reduce its contingency fee to a 15% for that particular business entity identified by the CITY. If the CITY fails to notify CONSULTANT as provided above and CONSULTANT later discovers, documents and reports the reporting error, then CONSULTANT will be entitled to the full compensation of 32% for that particular deficiency.

### **Audit Services**

CONSULTANT’s compensation for the Audit Services shall be a contingency fee of 40%. The 40% contingency fee shall apply to revenue received by the CITY as a result of deficiencies identified in the review and shall include any eligible prior period revenues together with all applicable penalties, interest and late charges. The CITY agrees to use reasonable and diligent efforts to collect deficiencies identified by CONSULTANT.

### **Taxpayers' payments and CONSULTANT's Invoice Process**

The following section describes how CONSULTANT handles the taxpayers' payments and invoices the CITY for its fees.

- a. Taxpayers' payments received by CONSULTANT shall be deposited into a general escrow account maintained by CONSULTANT. The taxpayers' payments deposited into the escrow account shall be remitted to the CITY on a bi-weekly basis (typically on the 15<sup>th</sup> and by the last business day of each month) net of CONSULTANT's fees.
- b. CONSULTANT shall send to the CITY a remittance package no less frequently than once per month that shall contain the taxpayer business license application, copy of the taxpayer payment, other supporting documents received from the taxpayer, a CONSULTANT generated report identifying each taxpayer payment received and the amount of CONSULTANT fees attributed to the taxpayer payment, a check made payable to the CITY for the amount of fees collected less CONSULTANT's fees, and an invoice showing our contingency fee.
- c. Should there be any disputed payments; CONSULTANT shall work with CITY to mutually resolve these issues. If the resolution results in CITY's favor, CONSULTANT shall refund the applicable portion of the fee to CITY within 10 days of resolution.

### **Additional Consulting**

CITY may request that CONSULTANT provide additional consulting services at any time during the term of the Agreement. If CONSULTANT and CITY agree on the scope of the additional consulting services requested, then CONSULTANT shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, CONSULTANT's standard hourly rates range from \$75 per hour to \$200 per hour.

The following are sample hourly rates based on the job classification:

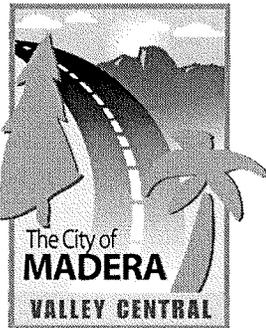
- Principal: \$200 per hour
- Client Services: \$175 per hour
- Information Technology (IT) support: \$150 per hour
- Operational Support:
  - Director or Manager: \$175 per hour
  - Senior Analyst: \$125 per hour
  - Analyst: \$100 per hour
  - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred. All reimbursable expenses shall receive prior approval from the CITY and shall be reimbursed at cost to CONSULTANT.

**EXHIBIT C**  
**CONSULTANT's HELPFUL CONTACTS**

<b>Contact</b>	<b>Project Role</b>	<b>Phone</b>	<b>Email</b>
Mary DeLaRosa	Client Services Manager	559.271.6809	<a href="mailto:mary.delarosa@muniservices.com">mary.delarosa@muniservices.com</a>
Doug Jensen	SVP Client Services	559.288.8943	<a href="mailto:doug.jensen@muniservices.com">doug.jensen@muniservices.com</a>
Janis Varney	VP Misallocation - SUTA	559.271.3011	<a href="mailto:janis.varney@muniservices.com">janis.varney@muniservices.com</a>
Irene Reynolds	Client Relations Manager (STARS)	559.271.6867	<a href="mailto:irene.reynolds@muniservices.com">irene.reynolds@muniservices.com</a>
Raymond Beye	LTC Manager	559.271.6829	<a href="mailto:raymond.beye@muniservices.com">raymond.beye@muniservices.com</a>
Francesco Mancia	VP Government Relations	559.288.7296	<a href="mailto:fran.mancia@muniservices.com">fran.mancia@muniservices.com</a>
Brenda Narayan	Dir. Government Relations	916.261.5147	<a href="mailto:brenda.narayan@muniservices.com">brenda.narayan@muniservices.com</a>
Patricia A. Dunn	Contracts Manager	559.271.6852	<a href="mailto:patricia.dunn@muniservices.com">patricia.dunn@muniservices.com</a>

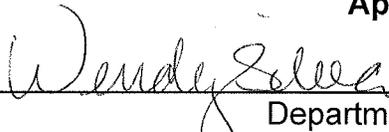
REPORT TO CITY COUNCIL

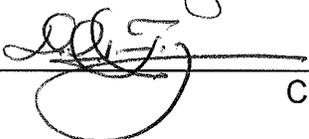


Council Meeting of June 7, 2017

Agenda Item Number B-13

Approved by:

  
\_\_\_\_\_  
Department Director

  
\_\_\_\_\_  
City Administrator

**Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement**

**RECOMMENDATION**

It is recommended Council approve the resolution authorizing a side letter agreement between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorizing the 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 includes an opener in each year of the agreement for negotiating the City's contribution toward employee health insurance premiums.

**SITUATION**

The City has approved health providers for its medical, dental and vision plans effective July 1, 2017. The City has proposed to contribute towards employee health in an amount equal to the premium for the health plans. MM has accepted the City's offer. A Side Letter Agreement has been drafted to reflect the changes in the City's contribution for fiscal year 2017-18.

**FISCAL IMPACT**

City-wide, the change in the City's contribution from the 2016-17 to the 2017-18 fiscal year represents an additional expense to the general fund estimated at slightly less than \$50,000 for the year and approximately \$20,000 across all other funds. This amount is estimated based on current enrollment.

**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  
THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS  
AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

WHEREAS, City staff and the Mid-Management Employee Group (MM) representatives 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 MOU includes openers in each year of the agreement to negotiate the City's contribution toward health premiums; 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 article 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 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**

The parties have conferred, and do hereby agree that Article 18 – Insurance Benefits of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to read as follows:

**Article 18 - Insurance Benefits**

The City shall provide a monthly benefit dollar amount for each employee to purchase at a minimum employee only medical, dental, and vision coverage. The pay period equivalent of the benefit dollars will be paid each of 24 pay periods per calendar year provided an employee is in a paid status 50% or more of the period when eligible to participate in the health insurance plan. All employees receiving the benefit dollars will be required to participate in the premium conversion component of the IRS Section 125 plan at no cost to the employee.

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. Employees who waive coverage will receive \$300 per month.

Effective July 1, 2015, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	743.25
EE+1	1,352.05
EE+Family	1,970.04

Effective July 1, 2016, the schedule of monthly benefit dollars will be:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	300.00
EE Only	790.66
EE+1	1,441.84
EE+Family	2,040.84

Effective July 1, 2017, that contribution will be as follows:

<u>Coverage</u>	<u>Monthly Benefit Dollars</u>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

The City reserves the right to determine the carriers and will seek input from the bargaining units regarding plan design of the standard benefits and possible voluntary optional benefits. Optional benefits include, but are not limited to, dependent coverage and participation in flexible spending accounts.

The City provides term life insurance for employees in the Group in the amount of \$15,000 for which includes accidental death and dismemberment (AD & D) coverage. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

This Side Letter Agreement is effective upon adoption and shall remain in full force and effect until June 30, 2017.

  
\_\_\_\_\_  
Humberto Molina  
Mid Management Representative

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

30 May 2017  
Date

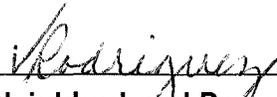
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**REPORT TO THE CITY COUNCIL**

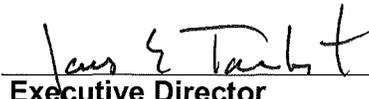
MEETING OF: June 7, 2017

AGENDA ITEM: C-1

APPROVED BY:



Neighborhood Preservation Supervisor



Executive Director



City Administrator

**Subject: PUBLIC HEARING AND CONSIDERATION OF INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE MADERA MUNICIPAL CODE TO ADD CHAPTER 16 TO TITLE IV PERTAINING TO RENTAL HOUSING INSPECTIONS.**

**Summary: The City Council will consider introducing the proposed addition to Title IV of the Madera Municipal Code relating to Proactive Rental Housing Inspections.**

**HISTORY/BACKGROUND**

There are more than 8500 rental housing units in the City of Madera. Due to age, tenure and overcrowding of City of Madera housing stock it can be reasonably assumed that a large amount of rental housing units are in need of significant repair. Neighborhood Preservation staff have observed occupied properties where major repairs were required to bring such properties into compliance with Health and Safety regulations. The City has a significant interest in ensuring that rental housing remains a safe, sanitary and desirable housing option for its citizens.

Staff has had several meetings with interested parties and stakeholders in the health of the City of Madera Rental Housing Stock. Such meetings have been conducted to obtain input and

participation on behalf of the proposed ordinance. While such meetings have produced a narrowing between views of proponents and opponents of such an ordinance it is not likely that further meetings will bridge the remaining gap.

## **SITUATION**

The following outlines the major components of the proposed rental inspection ordinance:

- **Purpose** – To increase compliance with minimum standards and protect the supply of decent, safe and sanitary housing.
- **Scope** – The ordinance will apply to all non-exempt Rental Housing Units in the City of Madera
- **Exemptions** – Housing finalized in the last 10 years, housing inspected by another government agency to address Cal H&S Code compliance, Housing that has dropped out of the program for continued compliance.
- **License & Registration** – All rental properties are required to be registered and listed on a City of Madera issued business license.
- **Inspection Required** – Routine inspection will be conducted on a 3 year basis to determine compliance with applicable provisions of this code. Common area will also be inspected and the owner or his or her designee shall be present.
- **Fees Established** –
  - Initial Inspection fee - Cost not to exceed 3 hrs.
  - Re-scheduling fee – set fee as defined in the Master Fee Schedule
  - Re-inspection fee – set fee as defined in the Master Fee Schedule
  - Registration delinquency fee – set fee as defined in the Master Fee Schedule
- **Local Contact** – Someone with full authority to act on behalf of the owner for all purposes under this chapter needs to be designated. That person needs to be local, that is within 40 miles of the subject property. The owner can be the local contact.
- **Self-Certification** – Qualified properties can be certified by the owners. Staff will verify compliance by randomly sampling 10% - 30% of such units.
- **Implementation** – Routine inspections will begin with properties issued a certificate of occupancy or which have passed final inspection by the City of Madera in the year 1970 or prior. Staff will recommend if and when to move forward with properties 10 years newer.
- **Inspection Notice** – A 30 day advanced notice of inspection will be given to the owner or contact representative of upcoming inspection.
- **Entry** –An inspection warrant will be sought from a court of competent jurisdiction if consent to enter and inspect is refused.
- **Non-Compliance** – A 30 Day Notice of Violation will be issued if violations are discovered during a routine inspection. Violations not corrected within 30 days of Notification may be subject to fines, increased routine inspection frequency, or emergency abatement. Properties with frequent violations may be subject to the same. Properties that are progressing diligently to abate violations may receive extensions of fines.
- **Inspection results** – A written copy of the inspection results will be provided to the owner or local contact representative.

- **Abatement** – If violations are not abated in a timely manner staff shall seek legal right to abate the violations at the sole responsibility and expense of the property owner.
- **Non-Exclusivity** – None of the inspection provisions contained in this chapter shall prohibit, condition or otherwise limit any inspection conducted pursuant to any provision of this code or other applicable law.
- **Recovery of Costs of Enforcement** – Staff shall attempt to recover all costs incurred when enforcing provisions of this chapter.
- **Notice to Vacate** – If the Chief Building Official determines that a building is immediately dangerous, staff will post and properly send a notice that the building shall be vacated.
- **Displacement** – If qualified tenants are displaced due to conditions that they did not cause or substantially contribute to, a request may be made to the City of Madera Housing Authority to expedite placement of individuals into housing maintained by the Housing Authority. This is not a guarantee of a right to placement in a housing authority unit.
- **Notice to occupants** – Occupants of a dwelling which is the subject of a violation under this chapter shall be provided notice of any such violation(s).
- **Renters' Bill of Rights** – Property owners shall provide occupants with a list of their basic tenants' rights.
- **Relocation Benefits** – The City of Madera may seek a court order requiring the owner to pay reasonable relocation benefits to each lawful tenant as set forth in section 17975 Et al of the California Health and Safety Code.
- **Outreach** – The City shall implement outreach programs where owners and tenants may be aware of their rights and responsibilities pursuant to the provisions of this ordinance.
- **Penalties** – Violations of this chapter are classified misdemeanors. City may also impose administrative penalties pursuant to Chapter 1-9 of this code and seek injunctive relief and civil penalties. These remedies are cumulative and not exclusive of any other remedies available under any other federal, state or local laws.

## **LINKAGE TO VISION 2025**

**Strategy 134** – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

**Strategy 137-** Code enforcement: promote sound redevelopment and code enforcement practices city wide.

**Vision Statement: A Well Planned City** – Madera promotes affordable, quality housing that is accessible to all its residents.

## **RECOMMENDATION**

Staff recommends the City Council introduce the proposed ordinance amendments.

ORDINANCE NO. \_\_\_\_\_ C.S.

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA AMENDING THE MADERA MUNICIPAL CODE TO ADD  
CHAPTER 16 TO TITLE IV PERTAINING TO  
RENTAL HOUSING INSPECTIONS**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS  
FOLLOWS:

SECTION 1. Title IV of the Madera Municipal Code is hereby amended to add Chapter 16,  
"Rental Housing Inspections," to read as follows:

**["CHAPTER 16"**

**RENTAL HOUSING INSPECTIONS**

**§ 4-16.01 Purpose and findings.**

The City Council of the City of Madera recognizes that local government can and shall develop and preserve decent affordable housing and at the same time provide services to the most vulnerable in our communities. According to 2014 US Census estimates there are more than 8,500 Rental Housing Units within the City of Madera, which is approximately half of all housing units in the City. The City has a significant interest in ensuring that rental housing remains a desirable housing option for its citizens.

Preventing or eliminating slums and blight and addressing community development needs have a particular urgency because rental housing often deteriorates over time, resulting in substandard housing conditions. These substandard conditions adversely affect the economic values of neighboring structures and pose a serious and immediate threat to the health or welfare of a community. In many cases, property Owners choose not to make the necessary repairs to avoid financial expenses, and tenants do not report such deficiencies out of lack of knowledge of the City's role in correcting substandard housing conditions or because they fear retaliatory evictions.

In order to ensure compliance of Rental Housing Units with minimum standards of health and safety, on a city wide basis, routine inspections need to be conducted. It is the intent of the Madera City Council to enact a Rental Housing Inspection Program that would reasonably guarantee compliance with minimum standards. Such a program is in the best interest of the public as it would protect the supply of decent, safe and sanitary housing.

**§ 4-16.02 Definitions.**

For the purpose of this Chapter, the following terms, phrases and words shall have the meanings given:

“COMMON AREAS” are those areas that are available for shared use by all tenants, (or) groups of tenants and their invitees.

“ENGAGE IN THE BUSINESS OF RENTAL HOUSING” means renting or offering to rent a Rental Housing Unit.

“INSPECTOR” means any employee of the City authorized by the City Administrator to conduct inspections in accordance with the provisions of this Chapter.

“LOCAL” within 40 road/driving miles distance of the subject property.

“OWNER” means the last known owner of record or person having recorded title to the property according to records maintained by the County of Madera County Recorder's Office.

“RENTAL HOUSING PROPERTY” means a parcel of real property, as shown on the latest equalized tax assessment role as maintained by the Assessor of the County of Madera, upon which a Rental Housing Unit is maintained.

“RENTAL HOUSING UNIT” means a single unit of residence for a Single Housekeeping Unit of one or more persons, that is being rented, or is intended to be rented, where such rental occupancy is for a period of more than thirty (30) days. Examples of housing units covered by this Chapter include, but are not limited to, apartment units, condominiums, duplexes and single-family houses. "Rental Housing Unit" also includes other types of residential units that provide for sleeping accommodations but toileting or cooking facilities are shared by occupants of more than one unit, such as residential or single room occupancy hotels. This does not include units used for transient lodging such as dormitories, group homes, rooming or boarding houses, hotels, motels, and bed and breakfast inns.

“RENT” means to grant the possession or enjoyment of, in exchange for money or any other consideration.

“SELF-CERTIFICATION PROGRAM” is a designation given to a section of the Rental Housing Inspection Program where the Owner or Local contact representative of a property assumes the role of inspector for a portion of the regular periodic inspections and reports findings back to the City of Madera.

“SINGLE HOUSEKEEPING UNIT” means any household whose members are a non-transient interactive group of persons jointly occupying a dwelling unit, including joint access to and use of all common areas including living, kitchen and eating areas within the dwelling unit, and sharing household activities, and responsibilities such as meals, chores, expenses and

maintenance, and whose makeup is determined by the members of the unit rather than by the landlord, property manager, or other third party. This does not include a boarding or rooming house.

**§ 4-16.03 Scope.**

(A) The provisions of this Chapter shall apply to all existing residential Rental Housing Properties and Rental Housing Units located within the Madera City limits.

(B) The provisions of this Chapter shall be supplementary and complementary to all of the provisions of this Code, State law and any law cognizable at common law or equity, and nothing herein shall be construed, read, or interpreted in any manner so as to limit any existing right or power of the City of Madera to abate and prosecute any and all nuisances or to enforce any other conditions in violation of state or local codes, including, but not limited to, any building, housing, property maintenance and public nuisance ordinances.

**§ 4-16.04 Exemptions.**

(A) Unless otherwise specified in this section, the following Rental Housing Units shall be exempt from the requirements of this Chapter:

(1) Rental Housing Units that are subject to routine periodic inspections by another government agency, where Rental Housing Units are inspected at least once every three years to address substandard building violations as defined in Health and Safety Code § 17920.3; or

(2) Rental Housing Units that, within the past ten years, either have been issued a certificate of occupancy or have passed final inspection by the City of Madera.

(B) A Rental Housing Unit that is determined to be exempt pursuant to § 4-16.04(A), above, shall become subject to the requirements of this Chapter if an Administrative Citation relating to the Rental Housing Property is issued pursuant to the provisions of this code.

(C) Any Rental Housing Unit subject to the requirements of this Chapter pursuant to § 4-16.04(B), above, shall become exempt from the requirements of this Chapter if all of the following circumstances exist:

(1) After the last inspection conducted pursuant to this Chapter, the inspector determines that either no violations exist on the property or the violations identified in an Administrative Citation were abated within 30 days; and

(2) The property Owner is not delinquent on any payment to the City of fees, penalties, taxes or any other monies related to the property.

(D) At such time that it is sufficiently demonstrated that a property is maintained in compliance with the requirements of this code, that property shall become exempt from the requirements of this code for a period of time not to exceed 6 years. Units may become temporarily exempt from the requirements of this Chapter if:

(1) No violations of this Chapter existed after two consecutive routine

inspections.

(E) A Rental Housing Property that is determined to be temporarily exempt pursuant to § 4-16.04(D) above, shall become subject to the requirements of this Code if:

- (1) A valid complaint is lodged against such property and a notice of violation is issued regardless of subsequent correction.
- (2) A change in ownership occurs.

**§ 4-16.05 License and Registration required.**

(A) It shall be unlawful for any person to engage in the business of rental housing, unless:

(1) A City of Madera Rental business license is obtained by the Owner of such Rental Housing Unit(s) and all properties located within the limits of the City of Madera that are owned by the same Owner are listed under such Rental Business License and an accurate account of the gross receipts are provided. Pursuant to Madera Municipal Code § 6-1.22 & 6-1.28. and

(2) Each Rental Housing Unit is registered with the City pursuant to subsection 4-16.05(B) of this section; and

(3) All fees associated with the provisions of this Chapter are paid when payment is due.

(B) A Rental Housing Unit is registered with the City when the Owner of the corresponding Rental Housing Property submits the following to the Neighborhood Revitalization Department:

(1) A completed registration form, made available by the City, that contains the following information:

(a) Description of the Rental Housing Property, including, but not limited to, the street address and Assessor's Parcel Number;

(b) Quantity and description of all Rental Housing Units on the Rental Housing Property;

(c) Name and current contact information for the Owner of the Rental Housing Property;

(d) Name and current contact information for the Local contact representative as described in Section § 4-16.08 of this code; and

(e) Any other information as reasonably required by the City Administrator or his or her designee.

(f) The contact information shall remain confidential and for internal City use only, to the extent allowed by law.

(2) The Rental Housing Inspection Program fee, and

(3) Any outstanding fees that were previously imposed pursuant to this Chapter.

(C) It is unlawful for any person to knowingly make a false statement of fact or knowingly omit any information that is required to register a Rental Housing Unit pursuant to this section.

(D) Registration shall be valid for a period of three years or until one of the

following circumstances occurs, whichever is sooner:

- (1) The Owner fails to notify the Rental Housing Inspections Division of any change in the information submitted pursuant to § 4-16.05(B) of this section, within 30 days of such change; or
- (2) The Owner fails to pay any of the Rental Housing Inspection Program fees.

**§ 4-16.06 Inspections required.**

(A) All Rental Housing Properties and Rental Housing Units are subject to routine periodic inspection by the City as provided by this Chapter to determine whether they comply with applicable provisions of this code. Specifically the maintenance or the failure to maintain any real property, structures, or uses or activities thereon in violation of any of the provisions of Titles III, IV, V, VII, IX and X of the City Municipal Code, or as specified in Health & Safety Code §§ 17920.3 et seq., or of the State Housing Law or § 104 of the Uniform Code for Building Conservation, except those Rental Housing Units inspected through the Self-Certification Program where a minimum of 10% of such units shall be subject to routine periodic inspection by the City.

(B) If there are multiple Rental Housing Units on a single Rental Housing Property, the inspection shall be made of all Common Areas and all Rental Housing Units.

(C) The Owner or Local contact representative, or their designee, shall be present at the Rental Housing Property at the time of the inspection. The time of the inspection shall be the time indicated in the notice issued pursuant to § 4-16.12 of this code, or the time that the inspection was properly re-scheduled in accordance with Section 4-16.13 of this code. Violation of this subsection may result in the imposition of a re-scheduling fee.

(D) The Frequency of such routine periodic inspections shall be set on a three year basis where each Rental Housing Property or Rental Housing Unit subject to the provisions of this Chapter shall be inspected at least once every three years unless otherwise set pursuant to sections § 4-16.09 Self-Certification or § 4-16.15 Non-Compliance.

**§ 4-16.07 Fees established.**

The following fees are established and imposed pursuant to the provisions of this Chapter:

(A) Initial Inspection Fee. A fee is established for the initial inspection required pursuant to Section 4-16.06 of this code. Such inspection fee shall be actual cost not to exceed 3 hours per unit. Hourly Cost is set by the City of Madera Master Fee Schedule as may be updated from time to time.

(B) Re-scheduling Fee. A fee is established for the administrative costs of re-scheduling an inspection that is cancelled in violation of Section 4-16.13 of this code. Such Re-scheduling Fee is set by the City of Madera Master Fee Schedule as may be updated from time to time.

(C) Re-inspection Fee. A fee is established for an additional inspection required by the City pursuant to Section 4-16.15 of this code. Such Re-inspection Fee is set by the City of Madera Master Fee Schedule as may be updated from time to time.

(D) Registration Delinquency Fee. A fee is established for the failure of any Owner or agent to properly register any Rental Housing Unit subject to the provisions of this

Code. The City shall mail notice to Owners with an application for registration. Owners shall have thirty days from receipt of said notice to submit registration information to the City. Failure to submit complete and accurate registration information within thirty days from receipt of notice from the City, shall result in the assessment of a Registration Delinquency Fee. Such Registration Delinquency Fee is set by the City of Madera Master Fee Schedule as may be updated from time to time.

**§ 4-16.08 Local contact representative.**

(A) All Owners of Rental Housing Properties shall designate a Local contact representative with full authority to act on behalf of the Owner for all purposes under this Chapter, including the acceptance of service of all notices from the City. The Owner of the Rental Housing Property may act as the Local contact representative.

(B) A Local contact representative must establish and maintain a Local telephone number and a residence or business address.

**§ 4-16.09 Self-Certification.**

(A) Owners of Rental Housing Properties that are in the Self-Certification Program, or their designees, shall certify each and every Rental Housing Unit on the property at least once every three years. Self-Certification shall be accomplished in the manner set forth below:

(1) Inspect each Rental Housing Unit for compliance with the requirements of the Self-Certification form provided by the City;

(2) Immediately make any repairs to the Rental Housing Unit that are necessary to achieve compliance with the requirements set forth in the Self-Certification form;

(3) Complete the Self-Certification form; and

(4) Provide a copy of the completed Self-Certification form to the City Administrator or his or her designee.

(B) If any Rental Housing Unit cannot be self-certified because necessary repairs cannot or will not be made, the Owner shall notify the City within 30 days of determining repairs cannot or will not be made.

(C) It shall be unlawful to falsify any material information required on the Self-Certification form.

(D) The City of Madera will verify program compliance by inspecting a random sample of 10% of Rental Housing Units. Such 10% random sample shall be selected by the City Administrator or his or her designee.

**§ 4-16.10 Qualifications.**

(A) A Rental Housing Property shall be placed in the Self-Certification Program if all of the following circumstances exist:

(1) After the last inspection conducted pursuant to this Chapter, the inspector determines that either no violations exist on the property or the violations

identified were abated within 30 days;

(2) The Owner and Local contact representative are in compliance with all applicable provisions of this Chapter; and

(3) The property Owner is not delinquent on any payment to the City of fees, penalties, taxes or any other monies related to the property.

(B) A Rental Housing Property may be removed from the Self-Certification Program or such random inspection sample as described in Section 4-16.09(D) may be increased, for every occurrence set forth in subsections (1) through (3) below, by 10%, up to 30% after which such property shall be removed from the Self-Certification Program:

(1) A Notice of Violation relating to the Rental Housing Property is issued pursuant to the provisions of this code and the violations identified are not abated within 30 days;

(2) The Rental Housing Property is in violation of this Code or any other applicable law, on three separate and consecutive occasions even though the violations are abated within 30 days; or

(3) Any of the circumstances set forth in § 4-16.10(A) of this section cease to exist.

#### **§ 4-16.11 Implementation.**

(A) Initial implementation of Residential Rental Housing Unit inspections may be limited to those Rental Housing Units which have been issued a certificate of occupancy or have passed final inspection by the City of Madera in the year 1970 or prior.

(B) Continued implementation may be set forth as follows subject to the recommendation of the City Administrator or his or her designee:

(1) Three years after the adoption of this ordinance all Residential Rental Housing Units that have been issued a certificate of occupancy or have passed final inspection by the City of Madera in the year 1980 or prior may become eligible for routine inspection.

(2) Six years after the adoption of this ordinance all Residential Rental Housing Units that have been issued a certificate of occupancy or have passed final inspection by the City of Madera in the year 1990 or prior may become eligible for routine inspection.

(3) Nine Years after the adoption of this ordinance all Residential Rental Housing units that have been issued a certificate of occupancy or have passed final inspection by the City of Madera in the year 2000 or prior may become eligible for routine inspection.

(4) Twelve years after the adoption of this ordinance all Residential Rental Housing Units in the City of Madera may become eligible for routine inspection.

(C) Nothing in this section shall be construed to limit the ability of the City to inspect Rental Housing Units where a complaint has been submitted or where a history of non-compliance has been established or a reasonable suspicion of a violation addressed in this Chapter exists.

#### **§ 4-16.12 Inspection Notice.**

The City shall serve written notice of the date and time of any inspection to be

conducted pursuant to this Chapter, by mailing such notice at least 30 calendar days prior to the date of the inspection. Notice shall be mailed to the Owner and the Local contact representative at their last known address. In the case of multiple Owners of the same property, notice to any one of the property Owners is sufficient notice.

**§ 4-16.13 Re-scheduling an inspection.**

An inspection may be rescheduled once by the Owner or Local contact representative by giving notice to the Neighborhood Revitalization Department at least five calendar days prior to the scheduled inspection date. An inspection may only be rescheduled to a date within 30 calendar days of the previously scheduled inspection date. Violation of this section may result in the imposition of a re-scheduling fee.

**§ 4-16.14 Entry.**

(A) It shall be the responsibility of the Owner and the Local contact representative to obtain the consent of the occupants to inspect the subject Rental Housing Units or otherwise obtain legal access to the units pursuant to the terms of any applicable lease.

(B) If consent to enter onto any Rental Housing Property or any Rental Housing Unit is refused or otherwise cannot be obtained, or if requested by the Owner or occupant of the Rental Housing Unit, the City Administrator or his/her designee is authorized to seek an inspection warrant from a court of competent jurisdiction.

**§ 4-16.15 Non-compliance.**

(A) If, during an inspection conducted pursuant to this Chapter, an inspector discovers that the property is in violation of this code or any other applicable law, the City may require additional inspections of the property in accordance with this Chapter, to ensure continued compliance.

(B) If a Rental Housing Property is repeatedly in violation of this code or any other applicable law, even though the violations are abated within 30 days the frequency of the regular periodic inspections may be increased to the satisfaction of the City Administrator or his or her designee to ensure continued compliance.

(C) In addition to requiring additional inspections pursuant to § 4-16.15(A), above, the City may commence enforcement action in accordance with any provisions of this code including, but not limited to, MMC Title I Chapter 9.

(D) An extension to complete corrections listed on a Notice of Violation pursuant to the provision of this Chapter, where administrative penalties are postponed, may be granted by the City Administrator or his or her designee if the Owner or agent establishes by substantial evidence to the reasonable satisfaction of the City Administrator or his or her designee that the Rental Housing Property Owner is progressing diligently to complete the abatement of such listed violations. Extensions shall not apply to Re-inspection Fees.

**§4-16.16 Inspection Results.**

Upon completion of an inspection conducted pursuant to this Chapter by the City, the inspector shall provide the Owner or Local contact person with a copy of the written results of the inspection.

**§ 4-16.17 Abatement**

Upon receipt of a Notice of Violation, it shall be the duty of every Owner of any Rental Housing Property or Rental Housing Unit to abate therefrom, all listed violations of this code. The removal of such violations shall be completed within the time period stipulated in the Notice of Violation, and if such Owner fails to address the violation in a timely manner as ordered in the notice, the City Administrator, or his or her designee, shall thereafter have the authority to seek legal right to abate the violations, including but not limited to securing an abatement warrant, at the sole expense and responsibility of the property Owner.

**§ 4-16.18 Non-exclusivity.**

None of the inspection provisions contained in this Chapter shall prohibit, condition or otherwise limit any inspection conducted pursuant to any other provision of this code or other applicable law.

**§ 4-16.19 Recovery of Costs of Enforcement**

At any time during the enforcement of the provisions of this Chapter or when proceedings under this Chapter result in the correction of a violation of this code or in a final judgement that a violation exists subsequent to the date specified in a Notice of Violation issued pursuant to the provision of the City of Madera Municipal Code, costs of such proceedings incurred by the City may be assessed against the subject property as a lien or special assessment, pursuant to MMC Title I Chapter 9. Such costs may include, but not be limited to, those incurred in inspecting property, publication, mailing and posting notices, conducting hearings, processing appeals and pursuing any judicial action and attorneys' fees.

**§ 4-16.20 Notice to Vacate.**

(A) If the Chief Building Official has determined that the dwelling or portion thereof is in such a condition as to make it immediately dangerous to the life, health, property or safety of its occupants, the public or adjacent property, the City Administrator or his or her designee shall order that the dwelling, or portion thereof, shall be vacated within a time certain from the date of the order as determined reasonable by the City Administrator or his or her designee under all of the circumstances, including the safety of the occupants and the public, as well as the purposes and intent of this Chapter. The City Administrator or his or her designee shall give notice of this order as provided in MMC § 1-9.07 concerning method of service and shall post such order as herein described

(B) Whenever a notice is required to be given under this section, unless different provisions herein are otherwise specifically made in the code, such notice may be given either by personal delivery thereof to the person to be notified or by deposit in the US mail in a sealed envelope, postage prepaid, addressed to such person to be notified at the person's last known business or residence address as the same appears in the public records of the city or other records pertaining to the matter to which such notice is directed. Service by mail shall be deemed to have been completed at the time of deposit in the post office.

**§ 4-16.21 Displacement**

If during the course of any action pursuant to the provisions of this Chapter a qualified

low income housing candidate is displaced, the City may make a request to the Housing Authority of the City of Madera to expedite the placement of such individuals in subsidized housing maintained by the Housing Authority. Unless it is demonstrated that the tenant being displaced has caused or substantially contributed to the condition giving rise to such necessity to vacate, or if any guest or invitee of the tenant has caused or substantially contributed to the condition giving rise to such necessity to vacate. Nothing in this section shall be deemed a guarantee of a right to placement in a Housing Authority unit.

**§ 4-16.22 Notice to Occupants.**

(A) Notwithstanding any provision herein to the contrary. Occupants of a dwelling which is the subject of a violation under this Chapter shall be provided notice of any violation described herein, including any decision by the City Administrator or his or her designee of the City to vacate, repair or demolish, and the issuance of a building permit or demolition permit following issuance of such notice and order by the City Administrator or his or her designee.

(B) The notice described hereinabove may be provided either by first class mail to each affected dwelling unit, or by posting a copy of the document in a prominent place on the affected dwelling at the discretion of the City Administrator or his or her designee.

**§ 4-16.23 Renters' Bill of Rights**

Tenants have basic legal rights and responsibilities that are always present no matter what their rental agreement or lease states. A listing of such rights and responsibilities shall be made available to tenants by the Owner or the Owner's agent of a rental housing unit by providing a copy of the tenant's rights and responsibilities upon executing a rental agreement or lease with such tenant or once each calendar year thereafter, upon request by the tenant. These rights and responsibilities shall include but may not be limited to those set forth in Civil Code 1941.1 regarding Owner obligations and tenantable dwellings, 1941.2 regarding tenant obligations, and 1942.5 regarding retaliation.

**§ 4-16.24 Relocation Benefits.**

In addition to those remedies in this Chapter, and any other remedies provided by law, the City may seek a court order requiring the Owner to pay reasonable relocation benefits to each lawful tenant as set forth in Sections 17975 et seq. of the Health and Safety Code.

**§ 4-16.25 Outreach**

The City shall implement an outreach program where Owners and tenants may be made aware of their rights and responsibilities pursuant to the provisions of this ordinance. Features of such a program may include but not by way of limitation:

- (A) Tenants' rights and responsibilities presentations.
- (B) Owners' rights and responsibilities presentations.
- (C) Housing and credit counseling workshops and presentations.

**§4-16.26 Penalties.**

Any person who violates the provisions of this Chapter shall be guilty of a misdemeanor. In addition, the City may also impose administrative penalties pursuant to MMC § 1-9 and seek injunctive relief and civil penalties in the superior court for

violations of this Chapter. The remedies provided for in this Chapter shall be cumulative and not exclusive of any other remedies available under any other federal, state or local laws.]

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

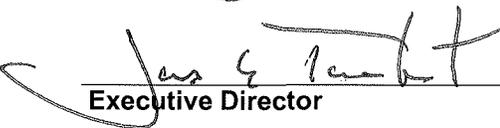
SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

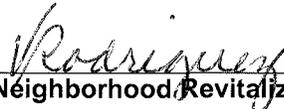
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**REPORT TO THE CITY COUNCIL**

**MEETING OF:** June 7, 2017  
**AGENDA ITEM:** C-2  
**APPROVED BY:**

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Neighborhood Revitalization Supervisor

  
\_\_\_\_\_  
Neighborhood Preservation Specialist

**Subject:** Second reading and consideration of adoption of an ordinance of the City Council of the City of Madera, California amending portions of Chapter 5 of Title IV of the Madera Municipal Code pertaining to Taxicabs.

**Summary:** The City Council will consider adopting the proposed amendment to Title IV of the Madera Municipal Code relating to Taxicab regulations.

**HISTORY/BACKGROUND**

In late 2016 a new Taxicab applicant sought to seek a business license as a new business. At this time it was found that the current process of obtaining approval for a Taxicab business as outlined in the Madera Municipal Code was inapplicable as positions and titles have changed that no longer exist within the City. The most recent update to the Taxicab ordinance was in 2006. Management gave direction to staff to revamp the ordinance with an emphasis of increasing safety, streamlining the process, ensure applicability to proper departments, and to generate cost recovery.

Staff has researched other local cities ordinances, met with the Police Department, Business License, Madera County Weights and Measures, and with local Taxicab business owners. During such meetings all interested parties have voiced support of the proposed changes. The City Council introduced the ordinance at their regular meeting on May 17<sup>th</sup> 2017.

## **SITUATION**

Pursuant to research, and meetings with interested parties the following updates have been made:

- A Live Scan requirement for all Taxicab drivers will now be required.
- Each driver shall provide a two year Department of Transportation health screen.
- Each driver shall provide a 10 year California Department of Motor Vehicles driving record.
- The Police Department will issue identification cards to approved drivers.
- Removing nonexistent positions.
- Renaming titles to the City Administrator or his or her designee.
- Removal of the Certificate of Public Convenience and Necessity.
- Each vehicle shall be inspected by a Bureau of Automotive Repair facility.
- Each vehicle shall pass a vehicle quality inspection performed by the City.
- An increase of rates and fares which are consistent with the changes in the Consumer Price Index as well as other local cities.

## **FISCAL IMPACT**

All costs related to new permitting requirements will be fully recovered.

## **LINKAGE TO VISION 2025**

**Strategy 137-** Code enforcement: promote sound redevelopment and code enforcement practices city wide.

## **RECOMMENDATION**

Staff recommends the City Council adopt the proposed ordinance amendments.

Attachment:

- Proposed Ordinance Amendment to Chapter 5 of Title IV

ORDINANCE NO. \_\_\_\_\_ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,  
CALIFORNIA, AMENDING PORTIONS OF CHAPTER 5 OF TITLE IV OF  
THE MADERA MUNICIPAL CODE PERTAINING TO TAXICABS

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 4-5.01 of Chapter 5 of Title IV, of the Madera Municipal Code is hereby amended to read as follows:

§ 4-5.01 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

~~CODE ENFORCEMENT DIRECTOR. The Director of the Code Enforcement Department of the city, or his or her designee.~~

DRIVER. Every person in charge of, or operating, any passenger-carrying or motor propelled vehicle, as defined in this section, either as agent, employee, or otherwise of the owner, as owner, or under the direction of the owner.

DROP CHARGE. The initial charge made on the taximeter when the ride begins.

INSPECTION REPORT. A document from an approved automotive repair facility certifying that a particular vehicle meets all vehicle safety standards set forth in this chapter and in regulations adopted pursuant to this chapter.

OWNER. Every person having the use or control of any passenger-carrying automobile or motor- propelled vehicle, as defined in this section, whether as owner, lessee, or otherwise.

QUALIFIED AUTOMOTIVE REPAIR FACILITY. A repair facility certified by the State of California to perform safety inspections and repairs.

STREET. Any place commonly used for the purpose of public travel.

TAXICAB. Any motor vehicle designed for carrying not more than ten passengers, including the driver operated in the streets of the city other than over a defined or fixed route, for the transportation of persons for hire at the direction of the passengers.

TAXICAB DRIVERS PERMIT. A permit issued pursuant to this chapter, to a person for the privilege of operating a taxicab.

TAXICAB PERMIT. A permit issued pursuant to this chapter for the operation of a taxicab on city streets.

TAXICAB PERMITTEE. The person or company in whose name taxicab permits and taxicab driver permits are issued.

TAXIMETER. Any instrument or device attached to a taxicab, and designed or intended to measure mechanically or electronically the distance traveled by such taxicab, or to record the time the taxicab is in waiting, and to indicate, by figures or designs, the fare to be charged in dollars and cents.

SECTION 2. Subsection (A) of Section 4-5.03 of Chapter 5 of Title IV is hereby amended as follows:

- (A) Any person desiring to secure a taxicab permit shall submit an application therefor to the ~~Code Enforcement Director~~ [City Administrator or his or her designee]. The application shall be in a form approved by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] and shall include the following:

SECTION 3. Subsection (A)(5) of Section 4-5.03 of Chapter 5 of Title IV is hereby amended as follows:

- (5) Such other and further information as the ~~Code Enforcement Director~~ [City Administrator or his or her designee] may require.

SECTION 4. Subsection (A) of Section 4-5.04 of Chapter 5 of Title IV is hereby amended as follows:

- (A) The ~~Code Enforcement Director~~ [City Administrator or his or her designee], with the assistance of the Police Chief or his or her designee, shall cause an investigation to be made of the facts stated in the taxicab permit application, and shall, within 60 days, determine the following:

SECTION 5. Subsection (B) of Section 4-5.04 of Chapter 5 of Title IV is hereby amended as follows:

- (B) If the ~~Code Enforcement Director~~ [City Administrator or his or her designee] makes a finding unfavorable to the applicant, with respect to any of the above factors, the ~~Code Enforcement Director~~ [City Administrator or his or her designee] shall deny issuance of the permit and shall give the applicant prompt written notice of such finding and decision. The notice shall include a statement of the specific reasons for denial, including any complaints received against any applicant presently holding a permit and a notice that the applicant has a right to file an appeal under Chapter 4 of Title I of this code.

SECTION 6. Subsection (C) of Section 4-5.04 of Chapter 5 of Title IV is hereby amended as follows:

- (C) Should the ~~Code Enforcement Director~~ [City Administrator or his or her designee] report conclude that the applicant meets the requirements of this chapter, ~~including § 4-5.05,~~ the ~~Code Enforcement Director~~ [City Administrator or his or her designee] shall issue such permit or permits. Each permit shall be numbered and shall state the name and address of the permittee and the date of issuance. One permit shall be issued for each taxicab. The fees ~~deposited~~ [paid] by unsuccessful applicants shall not be refunded.

SECTION 7. Section 4-5.05 of Chapter 5 of Title IV is hereby deleted in its entirety.

SECTION 8. Section 4-5.06 of Chapter 5 of Title IV is hereby amended as follows:

Any person desiring to secure a taxicab driver's permit shall submit an application therefor to the ~~Code Enforcement Director~~ [City Administrator or his or her designee]. The application shall be in a form approved by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] and shall include the following:

SECTION 9. Subsection (F) of Section 4-5.06 of Chapter 5 of Title IV is hereby amended as follows:

(F) A report of a ~~physical examination~~ [Department of Transportation exam] within the last 12 months, by a doctor of medicine, showing the applicant to be in a proper physical condition to operate a taxicab safely;

SECTION 10. Subsection (J) of Section 4-5.06 of Chapter 5 of Title IV is hereby amended as follows:

(J) Such other information as the ~~Code Enforcement Director~~ [City Administrator or his or her designee] may require. The application shall be under penalty of perjury, and shall not be accepted unless it is clearly filled out in full with all required information and is accompanied by the nonrefundable permit fee designated in the Master Fee Resolution.

SECTION 11. Subsections (K) and (L) of Section 4-5.06 of Chapter 5 of Title IV are hereby added as follows:

[(K) Provide an approved Live Scan background check.

(L) A 10 year history driving record issued by the California Department of Motor Vehicles.]

SECTION 12. Subsection (A) of Section 4-5.07 of Chapter 5 of Title IV is hereby amended as follows:

(A) The ~~Code Enforcement Director~~ [City Administrator or his or her designee], with the assistance of the Police Chief or his or her designee, shall cause an investigation to be made of the facts stated in the application and shall, within 30 days, determine the following:

(1) Whether the applicant has had a taxicab driver's permit revoked for any cause within the last 24 months, has ever had a taxicab driver's permit revoked for a cause involving reckless

driving or drunkenness, or has had an application for a taxicab driver's permit denied within the last six months;

(2) Whether any statement made in the application is false;  
(3) Whether the taxicab driver's permit has not been paid;  
(4) Whether the applicant has been convicted within the last five years of a crime involving moral turpitude or a conviction of use, possession or sale of a controlled substance within the past three years, [or a conviction including any of the following:

- Any crimes listed in 290 CPC
- DUI-Within 5 years of the Date of Fingerprinting
- Vehicle theft
- Fraud
- Stolen Property
- Crimes of Violence
- Any felony crime relating to narcotics or any controlled substance
- Any other crimes enumerated in 2432.3 of the CVC
- Actively on parole or on any form of probation
- Crimes resulting in the applicant becoming a Sex, Arson, or Narcotics Registrant
- Other felony or violent misdemeanor conviction];

(5) Whether any fact exists that would cause for suspension or revocation of a taxicab driver's permit because of a violation of any of the terms of this article or rules promulgated pursuant thereto;

(6) Whether the applicant possesses a valid California Class "B" driver's license or a Class "C" license and documentation of the required medical examination for a Class "B" license;

(7) Whether the applicant has submitted three recent pictures, has been fingerprinted, and has presented proof of a physical examination within the last 12 months showing the applicant to be in a proper physical condition to operate a taxicab.

SECTION 13. Subsection (B) of Section 4-5.07 of Chapter 5 of Title IV is hereby amended as follows:

(B) ~~The Code Enforcement Director~~ [City Administrator or his or her designee] may deny issuance of a permit in the event he or she makes a finding adverse to the applicant with respect to any of the above factors. If a permit is denied, the ~~Code Enforcement Director~~ [City Administrator or his or her designee] shall give the applicant prompt written notice of such decision. The notice shall include a statement of the specific reasons for denial including any complaints received against any applicant currently holding a permit.

SECTION 14. Subsection (C) of Section 4-5.07 of Chapter 5 of Title IV is hereby amended as follows:

~~(C) If the Code Enforcement Director [City Administrator or his or her designee] concludes that the applicant meets the requirements of this chapter, the Code Enforcement Director [City Administrator or his or her designee] shall issue the taxicab driver's permit.~~

SECTION 15. Section 4-5.08 of Chapter 5 of Title IV is hereby amended as follows:

(A) No vested right or property interest of any type is acquired by a taxicab permit or taxicab driver's permit issued to any person under this chapter.

(B) All taxicab permits and taxicab driver's permits are revocable and subject to suspension in accordance with the provisions of this chapter, and are to be exercised only in conformance with the regulations provided in this chapter.

(C) A permittee shall not permit any right or privilege granted by his or her permit to be exercised by another, nor shall his or her permit or any interest therein or any right or privilege there under be sold, transferred, leased, assigned or otherwise disposed of except as provided in this chapter. A transfer in violation of this subsection shall be grounds for revocation or suspension of the permit. Upon the death of any taxicab permittee, the permit may be exercised by the executor or administrator of the deceased permittee's estate during the period of estate administration. The period shall not exceed one year from the permittee's death.

(1) A deceased permittee's surviving heir(s) who inherits the permittee's entire taxicab company may reapply for taxicab permits in an amount equal to the permits possessed by the deceased permittee.

(2) A permittee may sell his/her taxicab company, or one or more taxicabs, to another current permittee without invoking any minimum permit regulations in force at that time. The permittee purchasing the taxicabs may then apply for taxicab permits for all the taxicabs for which the selling company possessed permits. Any permittee purchasing such taxicabs who is otherwise not required to operate under a radio-dispatched system shall be required to so operate as a result of such purchase.

~~—(D) Taxicab driver's permits are annual permits which expire on the following thirtieth day of June, provided, that whenever a taxicab driver's permit has been applied for and issued within a period of 60 days before June 30, it shall be valid when issued and may be issued for the next ensuing year. Application for renewal must be received by the Code Enforcement Director [City Administrator or his or her designee] before expiration of the permit and will require a records update from the Police Department and will, if permittee has been arrested within the past 12 months, require the permittee to be fingerprinted. The Code Enforcement Director [City Administrator or his or her designee] shall determine whether the permittee possesses a valid California Class "B" driver's license or a Class "C" license with the required medical examination.~~

~~—(E) The renewal fee for each taxicab permit shall be the annual amount designated in the Master Fee Resolution and shall be paid at such times designated in the Master Fee Resolution. If any permit is not exercised, the fee shall not be refunded. The fee required is a permit fee and shall not be deemed to be in lieu of a business license tax as required by the provisions of this code. Prior to the payment of the annual permit renewal fee for a taxicab permit the permittee must submit a valid State of California vehicle registration card.~~

~~—(F) The renewal fee for a taxicab driver's permit shall be the annual amount designated in the Master Fee Resolution. If any permit is not exercised, the fee shall not be refunded.~~

~~—(G) A permittee who has a taxicab permit but does not exercise this permit due to the taxicab vehicle being out-of-service, wrecked, unavailable for service, or without liability insurance, for a period of 180 days shall automatically forfeit that permit, except for those vehicles mentioned in subsection (H) of this section.~~

[(D) The renewal fee for each taxicab permit shall be the annual amount designated in the Master Fee Resolution. If any permit is not exercised, the fee shall not be refunded. The fee required is a permit fee and shall not be deemed to be in lieu of a business license tax as required by the provisions of this code. Prior to the payment of the annual permit renewal fee for a taxicab permit the permittee must submit a valid State of California vehicle registration card.]

[(E) A permittee who has a taxicab permit but does not exercise this permit due to the taxicab vehicle being out-of-service, wrecked, unavailable for service, or without liability insurance, for a period of 180 days shall automatically forfeit that permit, except for those vehicles mentioned in subsection (H) of this section.]

[(F) Taxicab driver's permits are annual permits which expire on the following thirtieth day of June, provided, that whenever a taxicab driver's permit has been applied for and issued within a period of 60 days before June 30, it shall be valid when issued and may be issued for the next ensuing year. Application for renewal must be received by the Code Enforcement Director [City Administrator or his or her designee] before expiration of the permit and will require a records update from the Police Department and will, if permittee has been arrested within the past 12 months, require the permittee to be fingerprinted. The Code Enforcement Director [City Administrator or his or her designee] shall determine whether the permittee possesses a valid California Class "B" driver's license or a Class "C" license with the required medical examination.]

[(G) The renewal fee for a taxicab driver's permit shall be the annual amount designated in the Master Fee Resolution. If any permit is not exercised, the fee shall not be refunded.]

[(H) Each taxicab permit holder may have one additional vehicle, which must be permitted, insured, and otherwise ready for use, for every three permits he or she holds.]

SECTION 16. Section 4-5.12 of Chapter 5 of Title IV is hereby amended as follows:

Subject to the general control of the City Administrator, the regulation of taxicab permits shall be within the power and duties of the ~~Code Enforcement Director~~ [City Administrator or his or her designee]. The ~~Code Enforcement Director~~ [City Administrator or his or her designee] shall immediately inform the Police Chief [or his or her designee] of the suspension or revocation of taxicab permits or taxicab driver's permits for any reason.

SECTION 17. Subsection (A) of Section 4-5.13 of Chapter 5 of Title IV is hereby amended as follows:

(A) The ~~Code Enforcement Director~~ [City Administrator or his or her designee] is hereby empowered to make rules and regulations not inconsistent with the provisions of this chapter as may be necessary or desirable to aid in the enforcement of the provisions and purposes of this chapter. The rules and regulations may include, but are not limited to, a system of identification and numbering of taxicabs and drivers.

SECTION 18. Subsection (B) of Section 4-5.14 of Chapter 5 of Title IV is hereby amended as follows:

(B) Color. Each taxicab of any permittee shall be of a distinctive uniform color scheme, and no vehicle covered by the terms of this chapter shall be operated whose color scheme, identifying design, monogram, or insignia to be used herein shall, in the opinion of the ~~Code Enforcement Director~~ [City Administrator or his or her designee], conflict with or imitate any color scheme, design, monogram or insignia used on or in a vehicle or vehicles operating under another taxicab permit of the city, or pursuant to any other law or statute, in such manner as to be misleading or intended to deceive or defraud the public. Taxicabs may bear an advertising sign, space, or placard on the rear thereof, which shall not be of a size so as to interfere with the vision of the driver or a view of the license plate, name, or permittee, or number of taxicab.

SECTION 19. Subsection (C)(2) of Section 4-5.14 of Chapter 5 of Title IV is hereby amended as follows:

(2) Exterior signs. There shall be on the outside of each taxicab, signs, cards or plates, of a durable or permanent nature, showing the permittee's taxicab business name, taxicab permit number, current telephone number and rate structure. The taxicab business name and telephone number shall be displayed prominently on both sides of the taxicab. The taxicab's rate structure shall be displayed on both sides of the taxicab in the manner prescribed in the ~~Code Enforcement Director~~ [City Administrator or his or her designee's] rules and regulations.

SECTION 20. Subsection (C)(3) of Section 4-5.14 of Chapter 5 of Title IV is hereby amended as follows:

(3) Interior signs. There shall be displayed in the passenger compartment of each taxicab, in full view of the passenger, a sign or card of heavy material not less than four inches by eight inches in size, securely attached, providing the following information in letters and numbers as large as the size of the sign will allow: the name of the taxicab permittee and any fictitious name under which the taxicab operates, the current business address and telephone number of the permittee, a correct schedule of the rates to be charged for conveyance in the taxicab, and the name, address and telephone number of the agency issuing the taxicab permit, i.e., the ~~Code Enforcement Director~~ [City Administrator or his or her designee] of the City of Madera.

SECTION 21. Subsection (D) of Section 4-5.14 of Chapter 5 of Title IV is hereby amended as follows:

(D) Prior to the issuance of any new taxicab permit and at the discretion of the ~~Code Enforcement Director~~ [City Administrator or his or her designee] and at least once a year, the owner shall present to the ~~Code Enforcement Director~~ [City Administrator or his or her designee]

an inspection report by a qualified automotive repair facility [~~which must be a certified inspection facility by the Bureau of Automotive Repair,~~] certifying that an inspection involving the mileage, engine, gears, transmission, brake system, lighting system, exhaust and air pollution control system, tires and wheels has taken place and the automobile complies with all federal and state safety requirements along with any other items specified by the ~~Code Enforcement Director~~ [City Administrator or his or her designee]. Throughout the duration of a permit all taxicabs shall be maintained in a clean and mechanically safe condition.

SECTION 22. Subsection (H) of Section 4-5.14 of Chapter 5 of Title IV is hereby amended as follows:

(H) Only objects required by law or approved by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] may be placed on taxicab vehicle windows in conformance with Cal. Veh. Code § 26078. Nothing shall be placed on any portion of the taxicab vehicle which blocks the driver's vision. All windows and the windshield shall be kept clean and clear.

SECTION 23. Section 4-5.15 of Chapter 5 of Title IV is hereby amended as follows:

At a time specified by the ~~Code Enforcement Director~~ [City Administrator or his or her designee], each taxicab shall be inspected by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] to ascertain compliance with the requirements of this chapter. If such inspection reveals a significant safety hazard, the permit shall be automatically suspended, and the taxicab shall immediately be ordered out of service. Prior to being placed back in service, the taxicab shall be re-inspected to determine that the deficiency has been corrected. An inspection fee for a rescheduled inspection or a re-inspection will be charged as designated in the Master Fee Schedule.

SECTION 24. Subsection (A) of Section 4-5.16 of Chapter 5 of Title IV is hereby amended as follows:

(A) The existence of a significant safety hazard shall be grounds for the automatic suspension of a taxicab permit by the ~~Code Enforcement Director~~ [City Administrator or his or her designee]. The taxicab shall immediately be ordered out of service. Prior to being placed back in service, the permittee shall submit to the ~~Code Enforcement Director~~ [City Administrator or his or her designee] verification from a qualified mechanic approved by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] that the deficiency has been corrected.

SECTION 25. Subsection (C) of Section 4-5.17 of Chapter 5 of Title IV is hereby amended as follows:

(C) Each taxicab driver shall wear a nametag having the driver's first name, driver number, and current picture attached to the driver's breast pocket or other readily visible location at all times

while the driver is operating a taxicab for hire. The driver's permit shall be readily available at all times for inspection by the ~~Code Enforcement Director~~ [City Administrator or his or her designee] or a Police Officer, while the driver is operating a taxicab.

SECTION 26. Subsection (G) of Section 4-5.17 of Chapter 5 of Title IV is hereby amended as follows:

(G) Taxicab drivers shall comply with all the reasonable requests of a passenger, including but not limited to the giving of their name, permit number, the taxicab permit number, and informing the passenger of the complaint form available in the ~~Code Enforcement~~ [Neighborhood Revitalization] Department.

SECTION 27. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 28. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

\* \* \* \* \*

**REPORT TO THE CITY COUNCIL**

**MEETING OF:** June 7, 2017  
**AGENDA ITEM:** C-3  
**APPROVED BY:**

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Neighborhood Revitalization Supervisor

  
\_\_\_\_\_  
Neighborhood Preservation Specialist

**Subject:** Public hearing and consideration of a resolution of the City Council, of the City of Madera, California, adopting an increase of rates of fares pertaining to Taxicabs.

**Summary:** The City Council will consider a resolution adopting the proposed increase of rates of fares pertaining to Taxicabs.

**HISTORY/BACKGROUND**

Due to public interest, a review of the Taxicab Ordinance was made. Included in the review was the schedule of rates charged by the taxicabs to the public. Fares charged to the public by the taxicab companies are set by resolution of the City Council. Reviewing the schedule of rates showed the City of Madera has not increased the rates of fares for fourteen (14) years, and is inconsistent with rates charged by near and similar cities. Per Municipal Code §4-5.19, rates of fares may be increased to allow for inflation and shall be consistent with changes in the Consumer Price Index (CPI).

A current review of the CPI shows that Madera is below normal.

Additionally, a survey of nine (9) cities within the San Joaquin valley area, shows that Madera's taxicab rates of fare are substantially behind in comparison to the neighboring cities. Madera is second to last. The survey of the valley cities is attached.

**SITUATION**

Pursuant to the current data provided by the CPI, the survey of comparable rates of neighboring cities, local meetings with taxicab business owners, and compliance requirements with the §MMC §4-5.19(B), staff recommends an increase be made to the taxicab rates of fares. The proposed rates are as follows:

City of Madera	Drop	Per Mile	Wait Time
Current Rates	\$2.75	\$2.50	.25¢
Consumer Price Index 2003 Cumulative inflation rate- 36.5%	\$3.75	\$3.41	.34¢
Proposed Rates	\$3.15	\$2.60	.41¢
Median of surrounding 9 cities*	\$3.15	\$2.57	.42¢

\*The median rates compared to the proposed rates cumulatively differ by four cents.

### **FISCAL IMPACT**

N/A

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

**Strategy 137-** Code enforcement: promote sound redevelopment and code enforcement practices city wide.

### **RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving an increase of rates of fares.

Attachment:

- Survey of valley cities

**RESOLUTION NO. 17-**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, ADOPTING AN INCREASE OF RATES OF FARES PERTAINING TO  
TAXICABS**

**WHEREAS,** The City Council has identified that allowable fare rates for taxicabs have not been adjusted since 2003.

**WHEREAS,** The City Council has identified that Madera's current rates of fares lag significantly behind neighboring cities.

**WHEREAS,** The City Council desires to establish and maintain reasonable rates of fares that are in line with neighboring cities.

**WHEREAS,** The City Council by resolution, may establish rates of fares applicable to all taxicabs. The rates shall increase due to changes in the Consumer Price Index.

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

1. The above recitals are true and correct.
2. The City hereby finds and determines that the set rates are a reasonable estimate of cost of providing the service for which the fees are charged.
3. The City Council hereby sets allowable taxicab rates of fares as follows:
  - \$3.15 for the drop charge;
  - \$2.60 per mile; and
  - \$0.41¢ per wait time minute.
4. The fees adopted herewith shall be effective 30 days from the date of the adoption of this resolution.

\*\*\*\*\*

Attachment

Survey of Valley Cities

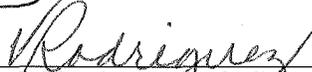
City	Flag	Per Mile	Wait time (min.)
Madera	\$2.75	\$2.50	.25¢
Cab Owners Original Proposal-	\$3.50	\$2.75	.35¢
<b>CURRENT PROPOSAL</b>	<b>\$3.15</b>	<b>\$2.60</b>	<b>.41¢</b>
Consumer Price Index - 2003 <u>36.5%</u> Cumulative Inflation Rate	\$3.75	\$3.41	.34¢
Fresno	\$3 - \$10.00	\$2.45 - \$3.00	.45¢ - .55¢
Reedley	\$3.40	\$2.45	.47¢
Tulare	\$3.40	\$2.70	.41¢
Merced	\$3.30	\$3.30	.45¢
Modesto	\$3.25	\$2.50	.41¢
Hanford	\$3.00	\$2.25	.35¢
Bakersfield	\$3.00	\$2.75	.50¢
Los Banos	\$2.50	\$2.25	.30¢
Delano	\$2.50	\$2.00	.30¢
<i>Median</i>	<b>\$3.15</b>	<b>\$2.57</b>	<b>.42¢</b>

**REPORT TO THE CITY COUNCIL**

**MEETING OF:** June 7, 2017  
**AGENDA ITEM:** C-4  
**APPROVED BY:**

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Executive Director

  
\_\_\_\_\_  
Neighborhood Revitalization Supervisor

  
\_\_\_\_\_  
Neighborhood Preservation Specialist

**Subject:** Consideration of a Resolution of the City Council, of the City of Madera, California, adopting taxicab permitting fees and other changes to the Master Fee Schedule.

**Summary:** The City Council will consider a resolution adopting taxicab permitting fees and other changes to the Master Fee Schedule.

**HISTORY/BACKGROUND**

As a result of a recent update of the Taxicab Ordinance, a new permitting process is in place. There is now a need for a taxicab business permit, as well as the need for a taxicab vehicle permit. Each of these permitting processes require the introduction of new fees.

Additionally, to stay consistent with an increase in administrative costs pertaining to Code Enforcement activities, fees for registering and monitoring vacant buildings, maintaining a foreclosure database, and administrative costs related to weed abatements are being adjusted. The most recent update relating to these costs were in 2008.

**SITUATION**

- For all taxicab businesses operating within the City, the owner of each company shall obtain a taxicab business permit, which shall cost \$180.00.
- For all taxicabs vehicles operating within the City, the owner of each vehicle shall obtain a taxicab vehicle permit, which shall cost \$60.00 per vehicle annually.
- The Vacant Building Registration will increase from \$450.00 to \$550.00.
- The Foreclosure Registration fee will increase from \$55.00 to \$75.00.
- The Weed Abatement administrative fee will increase from \$150.00 to \$250.00

**FISCAL IMPACT**

- All costs related to new permitting requirements will be fully recovered.
- The increase of fees are within a reasonable estimate of the cost of providing the service for which the fees are charged.

**CONSISTENCY WITH VISION MADERA 2025 PLAN**

**Strategy 137-** Code enforcement: promote sound redevelopment and code enforcement practices city wide.

**RECOMMENDATION**

Staff recommends the City Council adopt the resolution approving the adoption of the taxicab permitting fees and changes to the Master Fee Schedule.

**RESOLUTION NO. 17-**

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,  
CALIFORNIA, ADOPTING TAXICAB PERMITTING FEES AND CHANGES TO THE  
MASTER FEE SCHEDULE**

**WHEREAS**, The City Council desires to provide for adjustments and modification to the existing fees, together with the imposition of new fees and additional charges to the Master Fee Schedule as shown in in Exhibit 'A'.

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

1. The above recitals are true and correct.
2. The City hereby finds and determines that the fees and charges imposed hereunder do not exceed a reasonable estimate of the cost of providing the service for which the fees are charged.
3. The City hereby approves the changes and additions to the Master Fee Schedule as identified in the attached Exhibit A.
4. The fees adopted herewith shall be 30 days from the date of the adoption of this resolution.

\*\*\*\*\*

Exhibit A

Community Development Department Fee Schedule

Code Compliance	Existing Fee	Proposed Fee
1. Vacant Building Registration Fee	\$450.00	\$550.00
2. Foreclosure Registration Fee	\$ 55.00	\$ 75.00
3. Taxicab Business Permit Fee	N/A	\$180.00
4. Taxicab Vehicle Permit Fee (annual)	N/A	\$ 60.00
5. Weed Abatement	\$150.00	\$250.00

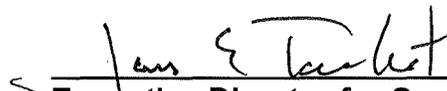
**CITY OF MADERA  
REPORT TO THE CITY COUNCIL**

**CITY COUNCIL MEETING OF: June 7, 2017**

**AGENDA ITEM NUMBER: C-5**

**APPROVED BY:**

  
\_\_\_\_\_  
**Neighborhood Preservation Specialist**

  
\_\_\_\_\_  
**Executive Director for Successor Agency**

  
\_\_\_\_\_  
**City Administrator**

**Subject: Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing Within the City**

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**Summary: Public Hearing on Weed Abatement and Adoption of Resolution Authorizing Abatement of Weed Nuisances**

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**I. HISTORY/BACKGROUND**

On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance and ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code.

**II. SITUATION**

The parcels of land listed on Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Neighborhood Revitalization Department took proper steps to notify each property owner by mail of the proposed weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed removal by the City of Madera. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

All charges incurred by the City of Madera for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

### **III. LINKAGE TO VISION 2025**

**Strategy 134** – Visual Standards: Establish and enforce visual standards for neighborhoods and businesses in Madera including design review and code enforcement.

**Strategy 137** – Code enforcement: promote sound redevelopment and code enforcement practices city-wide.

**Action 201.3** – Enforce zoning and redevelopment codes and regulations.

### **IV. RECOMMENDATION**

Staff recommends that Council hold a public hearing to hear and consider any objections to the proposed destruction and removal of weeds, and adopt the resolution ordering the abatement of weed nuisances in the City of Madera.

Attachment:

- Resolution
- Exhibit A

**RESOLUTION NO.**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA  
AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ABATE  
WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA**

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties and advised of the date and time for a public hearing on the matter; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land, and are considered liens against these properties.

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

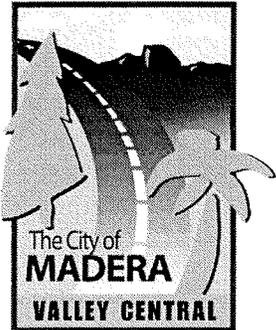
1. The above recitals are true and correct.
2. The properties listed in Exhibit "A", attached hereto, have been declared a public nuisance.
3. The City Administrator or their Designee are hereby authorized to take necessary steps to cause the abatement of the properties listed in Exhibit "A".
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

## EXHIBIT A

<b>PARCEL</b>	<b>PARCEL</b>	<b>PARCEL</b>	<b>PARCEL</b>
003-112-004	005-320-031	005-320-052	009-350-022
003-210-029	005-320-032	005-320-053	009-430-044
003-240-014	005-320-033	005-320-054	009-540-051
003-250-008	005-320-034	005-320-055	009-540-060
003-250-009	005-320-035	005-320-056	010-123-008
003-260-006	005-320-036	005-320-057	011-131-016
004-091-008	005-320-037	005-320-058	011-213-022
004-101-009	005-320-038	005-320-059	011-233-007
004-170-005	005-320-039	005-320-060	011-330-016
005-320-023	005-320-040	006-010-009	011-340-004
005-320-024	005-320-041	006-010-010	012-253-001
005-320-025	005-320-042	006-360-037	012-253-002
005-320-026	005-320-043	006-360-038	013-010-089
005-320-027	005-320-044	006-360-039	013-010-090
005-320-028	005-320-045	007-141-002	013-010-091
005-320-029	005-320-050	008-081-011	013-010-092
005-320-030	005-320-051	008-143-023	013-010-093

Report to City Council



Council Meeting of June 7, 2017  
Agenda Item Number C-6

Approved by:

Wendy Zillea  
Department Director

[Signature]  
City Administrator

**Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources**

**RECOMMENDATION**

Staff recommends Council adopt the resolution amending employment agreements with City management and department head staff setting the monthly health benefit allowance and authorizing the Mayor to execute the amendments with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency and authorizing the City Administrator to sign all other amendments.

Pursuant to Government Code § 54953 (c) (3), prior to taking action on this item, the Council must publicly announce a summary of the action begin considered.

**Announcement** - *If approved, the proposed amendments to the listed At-Will Employment Agreements will modify the City's contribution to health benefits for the 2017-18 plan year.*

**HISTORY**

City management and department head employees have individual employment agreements that outline their respective terms and conditions of employment, including the City's contribution toward health insurance.

**SITUATION**

The City has approved health providers for its medical, dental and vision plans effective July 1, 2017. The City has proposed to contribute towards employee

health in an amount equal to the premium for the health plans. Amendments to employment agreements for management and department head employees have been prepared which capture this contribution change.

**FISCAL IMPACT**

City-wide, the change in the City's contribution from the 2016-17 to the 2017-18 fiscal year represents an additional expense to the general fund estimated at slightly less than \$50,000 for the year and approximately \$20,000 across all other funds. This amount is estimated based on current enrollment.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

Health and welfare benefits for City employees are not 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. \_\_\_\_\_

CONSIDERATION OF A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES

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

WHEREAS, an Amendment relative to monthly health benefit dollars has been prepared for the following At Will Employment Agreements:

- City Administrator
- City Clerk
- City Attorney
- Executive Director of the Successor Agency to the Former Madera Redevelopment Agency
- Planning Manager
- Grant Administrator
- Director of Community Development
- Public Works Operations Director
- City Engineer
- Director of Parks & Community Services
- Chief of Police
- Chief Building Official
- Information Services Manager
- Director of Financial Services
- Director of Human Resources

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 Amendments to the At Will Employment Agreements between the City and the individual currently employed with the City in each listed position, copies of which are on file with the City Clerk and referred to for further particulars, are hereby approved.

3. The Mayor is authorized to execute the Amendments with the City Administrator, City Clerk, City Attorney, and Executive Director of the Successor Agency to the Former Madera Redevelopment Agency.
4. The City Administrator is authorized to execute the Amendments with the Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources.
5. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**SECOND AMENDMENT TO THE  
CITY ADMINISTRATOR  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CITY ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David R. Tooley, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as City Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

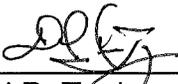
Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:  \_\_\_\_\_  
David R. Tooley

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**THIRD AMENDMENT TO THE  
CITY CLERK  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CITY CLERK AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and May 3, 2017 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Sonia Alvarez, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and May 3, 2017 to contract with Employee to serve as City Clerk ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: *Sonia Alvarez*  
Sonia Alvarez

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

ATTEST

APPROVED AS TO LEGAL FORM

By: \_\_\_\_\_  
Zelda Leon, Deputy City Clerk

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

**THIRD AMENDMENT TO THE  
CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and September 21, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Joel Brent Richardson, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and September 21, 2016 to contract with Employee to serve as City Attorney of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**B. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
\_\_\_\_\_  
Joel Brent Richardson

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

ATTEST

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

**FOURTH AMENDMENT TO THE EXECUTIVE DIRECTOR OF THE SUCCESSOR  
AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL  
EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AT WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended October 21, 2015, June 15, 2016 AND July 20, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and James E. Taubert, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, and amended October 21, 2015, June 15, 2016 and July 20, 2016 to contract with Employee to serve as Executive Director of the Successor Agency to the Former Madera Redevelopment Agency of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Upon enrollment in the city's medical benefits, should Employee enroll at a level less than family health benefits, Employer will pay the difference between family enrollment and Employee's enrollment into the deferred compensation plan on Employee's behalf. These payments shall begin the first whole pay period following adoption of this amendment.

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

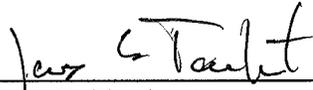
Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
James E. Taubert

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled PLANNING MANAGER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Christopher Boyle, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015, and amended June 15, 2016 to contract with Employee to serve as Planning Manager of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**C. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
\_\_\_\_\_  
Christopher Boyle

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled GRANT ADMINISTRATOR AT-WILL EMPLOYMENT AGREEMENT dated April 20, 2016 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Evelyn Ivette Iraheta, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated April 20, 2016 and amended June 15, 2016 to contract with Employee to serve as Grant Administrator of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**B. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
Evelyn/Ivette Iraheta

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
DIRECTOR OF COMMUNITY DEVELOPMENT  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled DIRECTOR OF COMMUNITY DEVELOPMENT AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Merchen, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Director of Community Development of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**C. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
David Mercheh

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
PUBLIC WORKS OPERATIONS DIRECTOR  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled PUBLIC WORKS OPERATIONS DIRECTOR AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and David Randall, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Public Works Operations Director of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

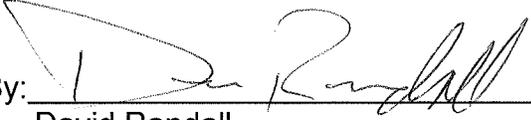
Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
David Randall

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
CITY ENGINEER  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CITY ENGINEER AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Keith Helmuth, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as City Engineer of Employer ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
Keith Helmuth

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
DIRECTOR OF PARKS & COMMUNITY SERVICES  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled DIRECTOR OF PARKS & COMMUNITY SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mary Anne Seay, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Director of Parks & Community Services ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**B. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:  \_\_\_\_\_  
Mary Anne Seay

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**THIRD AMENDMENT TO THE  
CHIEF OF POLICE  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CHIEF OF POLICE AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 and July 20, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steve Frazier, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 and July 20, 2016 to contract with Employee to serve as Chief of Police ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**C. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: Steve Frazier  
Steve Frazier

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
CHIEF BUILDING OFFICIAL  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled CHIEF BUILDING OFFICIAL AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Steven Woodworth, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Chief Building Official ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

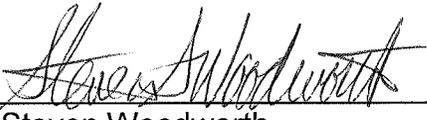
Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
\_\_\_\_\_  
Steven Woodworth

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**FIRST AMENDMENT TO THE  
INFORMATION SERVICES MANAGER  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled INFORMATION SERVICES MANAGER AT-WILL EMPLOYMENT AGREEMENT dated April 12, 2017 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Mark Souders, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated April 12, 2017 to contract with Employee to serve as Information Services Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**B. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective the plan year beginning 7/1/2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:   
Mark Souders

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
DIRECTOR OF FINANCIAL SERVICES  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled DIRECTOR OF FINANCIAL SERVICES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Tim Przybyla, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Financial Services Manager ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. B. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

**B. Disability, Health, and Life Insurance**

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By:  \_\_\_\_\_  
Tim Przybyla

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

ATTEST

APPROVED AS TO LEGAL FORM

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

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

**SECOND AMENDMENT TO THE  
DIRECTOR OF HUMAN RESOURCES  
AT-WILL EMPLOYMENT AGREEMENT**

This Amendment, entered into on the 7<sup>th</sup> day of June, 2017, amends the previous agreement entitled DIRECTOR OF HUMAN RESOURCES AT-WILL EMPLOYMENT AGREEMENT dated August 5, 2015 and amended June 15, 2016 by and between the City of Madera, a municipal corporation, hereinafter called "Employer," and Wendy Silva, hereinafter called "Employee," both of whom understand as follows:

**WITNESSETH:**

WHEREAS, Employee and Employer entered into an agreement dated August 5, 2015 and amended June 15, 2016 to contract with Employee to serve as Director of Human Resources ("Agreement"); and

WHEREAS, Employer and Employee desire to modify said Agreement to update the contract provisions to reflect changes in the City's contribution toward Employee's health insurance.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

Section 1. Section 6. C. of the Agreement is amended to read as follows:

**Section 6: OTHER TERMS AND CONDITIONS OF EMPLOYMENT**

C. Disability, Health, and Life Insurance

Employer will provide term life insurance for Employee in the amount of \$50,000 which includes accidental death and dismemberment (AD&D) coverage. Employer also will provide dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

Employer agrees to provide a monthly health benefit allowance for the employee to purchase health insurance (including medical, dental and vision coverage of the Employee and family) through an IRS Section 125 Cafeteria Plan. Effective July 1, 2015, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$743.25
EE+1	\$1352.05
EE+Family	\$1970.04

Effective July 1, 2016, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$790.66
EE+1	\$1,441.84
EE+Family	\$2,040.84

Effective July 1, 2017, that contribution will be as follows:

<b>Enrollment Level</b>	<b>Monthly Allowance</b>
Waiver of Coverage	\$300.00
EE Only	\$792.56
EE+1	\$1,439.11
EE+Family	\$2,093.09

Employer will provide teledoc services as part of the medical plan offerings for the July 1, 2016-June 30, 2017 plan year at Employer's expense. Provision of teledoc services shall not renew beyond June 30, 2017 unless an amendment to continue providing said services is executed between the City and Employee effectuating such.

Effective July 1, 2017, Employer will renew the offered teledoc services as part of the medical plan offerings for the July 1, 2017-June 30, 2018 plan year. The teledoc services are captured in the medical plan premiums and monthly benefit allowance as indicated above and no contribution beyond the above monthly benefit allowance will be made by Employer.

Medicare - 1.45% Employer's contribution matched by an Employee contribution of 1.45% of Employee's salary for mandated Medicare coverage.

Section 2. All other provisions of the Agreement not inconsistent with this Amendment shall continue in full force and effect.

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

EMPLOYEE

CITY OF MADERA

By: Wendy Silva  
Wendy Silva

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

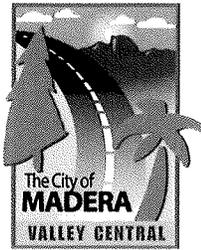
ATTEST

APPROVED AS TO LEGAL FORM

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

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

# REPORT TO THE CITY COUNCIL



**Return to Agenda**

COUNCIL MEETING OF:  
June 7, 2017

AGENDA ITEM NUMBER:  
C-7

Approved By:

A handwritten signature in black ink, appearing to be "D. J. ...", written over a horizontal line.

City Administrator

A handwritten signature in black ink, appearing to be "D. ...", written over a horizontal line.

Community Development Director

**Subject: Consideration of a Resolution Approving A Master Tax Sharing Agreement between the City of Madera and County of Madera**

## **RECOMMENDATION:**

Staff recommends that the City Council adopt the resolution approving a master tax sharing agreement with the County of Madera.

## **SUMMARY:**

Historically, the City and County have entered into multi-year master tax sharing agreements to streamline compliance with the annexation requirements found in state law and to address various other issues as desired by both parties. The most recent long-term agreement was a 10 year agreement that expired in 2014. A one year interim agreement was subsequently executed, which expired at the end of 2015. Negotiating teams from both agencies, including City Council and Board of Supervisor subcommittees, worked for several months to define terms which they believed would be acceptable to both parties. Mayor Medellin and Councilmember Oliver led the City's negotiating team and represented the City's interest throughout the long process. Negotiations ultimately resulted in the development of the 3 year agreement that is now recommended for adoption.

## **DISCUSSION**

The state laws that govern the annexation of property require that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties. Although this agreement may be reached on a project-by-project basis, in many instances cities and counties enter into "master tax sharing agreements" in order to streamline annexation proceedings. Although the State's requirement is to identify how property taxes will be allocated, the parties to a master tax sharing agreement may include any issues which they believe are pertinent. Issues that have commonly been addressed in the past include sales tax sharing, development project referrals, jail booking fees, etc.

A summary of key features of the recommended agreement is provided as follows:

- The term of the agreement is 3 years from the date the document is fully executed. Two extensions, each 1 year in length, may be executed if mutually desired by both parties.
- County will receive 3% of the sales generated in city limits that would otherwise go to City. (This does not include any component of sales tax related to Measure K or Measure T).
- County will retain base property tax of annexed properties; increases in property tax that occur after annexation will be split 50-50.
- City will provide law enforcement service to the unincorporated Parkwood neighborhood for the term of the agreement, with service levels set at the same as provided within the City limits. Notice of the change will be provided to Parkwood. Both City and County will hold each other harmless.
- For any jail booking fees not covered by the State, City will pay 50% of the booking costs for City inmates.
- Urban development projects proposed outside the city limits, but within City's urban growth boundary, will be referred to City for consideration of annexation. Projects not consistent with City's General Plan, or projects City wishes to annex but are denied by LAFCO, will not be developed by either City or County.
- City will request, and County will support, an expansion of City's sphere of influence to roughly coincide with City's General Plan urban growth boundary. The "Pilot Truck Stop" area near the Freeway 99 interchange at Avenue 18½, and the area south of Avenue 12 in the vicinity of Freeway 99 are excluded from the expanded sphere.
- Both parties will be excused from performing their obligations under the agreement if the sphere of influence amendment described above is not approved by LAFCO within defined timelines, starting after a complete application is received (8 Months if LAFCO prepares a mandatory Municipal Services Review, 3 month if the City prepares the Review).

The recommended terms for the Master Tax Sharing Agreement are largely taken from the 10 year agreement that expired in 2014 and the 1 year interim agreement that expired at the end of 2015. There are a couple of key changes, however. County negotiating team representatives expressed a desire to have the City Police Department provide law enforcement in the nearby Parkwood neighborhood. In order for the financial impacts of this change to remain roughly neutral, the percentage of sales tax shared with the County was reduced from 6.75% as specified in the most recent prior agreements down to 3%. The County also felt strongly that the City support the operation of the library, and an annual sum of \$50,000 is jointly recommended.

The reference in the Agreement to a specific expansion to the City's sphere of influence is also new. The recommended language establishes a mutual understanding and agreement as to what the sphere of influence will be, and stipulates the County's support for an expansion. The expanded sphere will provide the City with a higher degree of input into what is developed within the future City limits and how, and creates the opportunity for key properties to be annexed.

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

The recommended action supports the Well Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision."

**FISCAL IMPACTS**

The 3% allocation of the City's sales tax represents roughly \$250,000 based on projections for Fiscal Year 2017/18. If approved, this amount, plus the \$50,000 that will be provided to the County in support of library service, will be incorporated into in proposed budget when presented to the Council at the June 19<sup>th</sup> workshop. The Police Department has been preparing for the potential expansion of service into Parkwood for several months, and is prepared to perform in this manner as directed by the Council.

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA  
APPROVING A TAX SHARING AGREEMENT BETWEEN THE CITY OF MADERA AND  
COUNTY OF MADERA**

WHEREAS, the California State Law governing City annexations specifies that there be an agreement between a city and county regarding the disposition of property taxes generated by the affected properties of an annexation proposal; and

WHEREAS, a City and County may enter into a master tax sharing agreement in order to streamline annexation proceeding, and such master tax sharing agreement may address any issues the parties believe are pertinent, in addition to the allocation of property taxes; and

WHEREAS, the City and County of Madera previously entered into a master tax sharing agreement that covered the period of July 1, 2004 through June 30, 2014; and

WHEREAS, the City and County of Madera previously entered into a 1 year interim master tax sharing agreement that covered calendar year 2015; and

WHEREAS, the City and County agree that it is in the best interest of both parties to enter into a new master tax sharing agreement which provides for fair and equitable property and sales tax sharing and the encouragement of sound economic growth; and

WHEREAS, negotiating teams appointed by both parties jointly prepared a Tax Sharing Agreement with a three year term and the opportunity for two one-year extensions.

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

1. The above recitals are true and correct.
2. The Tax Sharing Agreement between the City of Madera and County of Madera, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby adopted.
3. The Mayor is authorized to execute the Tax Sharing Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

## **Tax Sharing Agreement between the City of Madera and the County of Madera**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of June, 2017, by and between the COUNTY OF MADERA, a political subdivision of the State of California, hereinafter referred to as "COUNTY", and the CITY OF MADERA, a municipal corporation of the State of California, hereinafter referred to as "CITY".

### **RECITALS**

- A. COUNTY and CITY wish to work together to develop a fair and equitable approach to property and sales tax sharing and the encouragement of sound economic growth.
- B. In order to encourage economic development and environmentally sound land- use planning, it is important that any tax sharing among COUNTY and CITY be determined in advance to reduce delay and that any arrangement not be fiscally detrimental to either party.
- C. 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.
- D. Close cooperation between COUNTY and CITY is necessary to maintain the quality of life throughout Madera County and deliver needed services in the most cost- efficient manner to all CITY and COUNTY residents.
- E. COUNTY recognizes the need for orderly growth within and adjacent to CITY and for supporting appropriate annexations and promoting the concentration of development within CITY.
- F. Annexation which results in the development of urban uses in response to a clearly demonstrated community demand is appropriate; and well planned and fiscally sound redevelopment of underutilized property can be a valuable tool in the physical and economic development of CITY and COUNTY.

NOW, THEREFORE, COUNTY and CITY hereby agree as follows:

### **AGREEMENT**

1. DEFINITIONS. Unless the particular provision or context otherwise requires, the definitions contained in this section and in the Revenue and Taxation Code shall govern the construction, meaning, and application of words used in this Agreement.
  - a. "Base property tax revenues" means property tax revenues allocated by tax rate equivalents to all taxing jurisdictions as to the geographic area comprising a given tax rate area annexed in the fiscal year immediately preceding the tax year in which property tax revenues are apportioned pursuant to this Agreement, including the amount of State reimbursement for the homeowners' and business inventory exemptions.
  - b. Except as provided in § 3(a), "property tax increment" means revenue from the annual tax increment, as "annual tax increment" is defined in § 98 of the Revenue and Taxation Code, attributable to the tax rate area for the respective tax year.

- c. "Property tax revenue" means base property tax revenue, plus the property tax increment for a given tax rate area.
- d. "Tax rate equivalent" means the factor derived for an agency by dividing the property tax levy for the prior fiscal year computed pursuant to § 97 of the Revenue and Taxation Code by the gross assessed value of the agency for the prior fiscal year.

## 2. SALES TAX REVENUE EXCHANGE.

- a. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive an amount equal to 3 percent (3%) of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3%) to COUNTY.
- b. Nothing herein shall be construed so as to require COUNTY to share with CITY sales tax revenues COUNTY has received within the meaning of California Government Code §§ 55700 through 55707 or Article XIII, § 29 of the California Constitution.

## 3. IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.

- a. Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, within thirty (30) days of the execution of this Agreement, amend its local sales and use tax ordinance. Said amendment shall be expressly made effective the first day following LAFCO approval of the amendment to the City Sphere of Influence. This amendment shall enable COUNTY, pursuant to its sales and use tax ordinance, to collect a portion of CITY's one percent (1%) Bradley Burns sales tax that is generated within the incorporated area of CITY, as follows:
  - i. Three percent (3.00%) of the CITY's one percent (1.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto.
- b. CITY and COUNTY agree that it is the intent of this Agreement that COUNTY receive three percent (3.00%), generated from the first day of the month immediately following full execution of this Agreement by all parties for a period of three years or as extended by the parties hereto of the one percent (1.00%) Bradley Burns sales and use taxes received by CITY or an equivalent amount should the State of California exchange all or a portion of sales and use taxes for an increased share of property taxes to CITY. Nothing herein is intended to allow COUNTY to receive more than three percent (3.00%) of CITY'S revenue from Bradley Burns sales and use taxes or in lieu receipts for such taxes. In the event

that property taxes are exchanged for all or a portion of sales and use taxes, CITY will account for such revenues and transfer an amount equal to three percent (3.00%) to COUNTY.

- c. In order to implement the sales and use tax sharing as contemplated in this Agreement so that said tax sharing is effective on the first day of the month immediately following full execution of this Agreement by all parties, CITY shall remit to COUNTY the amount to which COUNTY would have been entitled to pursuant to the provisions of this Agreement until such time as the tax sharing ordinance to be adopted by the City pursuant to Section 3(a) herein is effective and fully implemented by Board of Equalization. Said remittance shall be made within 30 days of the CITY's receipt of such sales and use tax from the Board of Equalization. In the event that CITY makes payment pursuant to this provision and COUNTY is later paid the same amount by the Board of Equalization, COUNTY shall reimburse CITY the amount overpaid within thirty days of COUNTY's receipt of such overpayment.

It is understood by the parties to this Agreement that the terms set forth herein shall not apply to any general or special sales and use tax which might be adopted by the CITY at any time, and the CITY shall retain 100% of any such special sales or use tax.

4. EXCHANGE OF PROPERTY TAX REVENUES TO BE MADE UNDER § 99 OF THE REVENUE AND TAXATION CODE.

- a. The property tax revenues collected in relation to annexations shall be apportioned between CITY and COUNTY as set forth in § 4(b) below. The parties acknowledge that, pursuant to §§ 54902, 54902.1 and 54903 of the Government Code and §§ 97 and 99 of the Revenue and Taxation Code, the distribution of such property tax revenues will not be effective until the revenues are collected in the tax year following the calendar year in which the statement of boundary changes and the map or plat is filed with the County Assessor and the State Board of Equalization.
- b. In regards to the annexation of real properties, COUNTY will retain all of its base property tax revenue upon annexation. CITY shall receive one-half (1/2) of COUNTY's share of the property tax increment for improvements which increase base property tax assessment and COUNTY shall receive one-half (1/2) of COUNTY's share.

5. USE OF REVENUE FOR LIBRARY SERVICES.

CITY AND COUNTY agree that, in addition to the revenues reallocated from the City to the County by this AGREEMENT, the sum of \$50,000 shall be paid by the City to the County annually for the term of this Agreement and dedicated by the County to the funding of operations of the Madera Branch of the Madera County Library System.

6. CRIMINAL JUSTICE ADMINISTRATION ("BOOKING") FEES.

California Government Code § 29550 provides for the recovery by counties of criminal justice administration ("booking") fees from cities and from other jurisdictions. The State of California currently reimburses the COUNTY for costs associated with booking inmates and the parties agree that COUNTY shall not charge CITY any fees for such costs as long as the State continues such reimbursement. In the event the State discontinues reimbursement of booking fees to the COUNTY, the COUNTY may charge to the CITY an amount up to one half of eligible costs associated with booking CITY inmates in accordance with Government Code § 29550 et seq. In that event COUNTY shall provide CITY with quarterly invoices upon which the CITY shall pay the COUNTY.

7. DEVELOPMENT WITHIN CITY'S URBAN GROWTH BOUNDARY.

- a. Urban development projects which may be contemplated by property owners or developers outside the City limits but within the City's General Plan Urban Growth Boundary, as shown in Exhibit "A", shall be referred to the City for consideration of annexation.
- b. For the purpose of this Agreement, "Urban Development Project" means: general plan amendments, specific plan or area plan amendments, rezonings, conditional use permits, site plan reviews, or other discretionary applications requiring approval by the County Planning Commission or Board of Supervisors, or any combination thereof, for commercial, residential or industrial uses. Institutional uses (including but not limited to schools, churches and other public and semi-public uses) and agricultural oriented uses (including but not limited to dairies and food processing facilities) shall be considered commercial uses under this section for those properties within the proposed Sphere of Influence as shown in Exhibit "B".

An Urban Development Project does not include any project for which a complete application was received by County prior to the effective date of this Agreement.

- c. City shall have 45 days to review the referred project and adopt a resolution of intent to annex if it so chooses. If the City adopts such resolution indicating its intent to annex, it shall have 10 months to take action to prezone the property and approve the project. If City determines that the Urban Development Project requires the preparation of an environmental impact report, City shall have 18 months to complete the pre zoning and take action to approve the project.
- d. If the City does not adopt a resolution of intent to annex, and if the project is found by City to be consistent with the City's General Plan, County may proceed with its consideration and approval of the Urban Development Project. In those instances, County shall require that the project be developed in conformance with City standards to minimize obstacles to future annexation.

- e. If the project is not found by City to be consistent with City's General Plan, or if the City adopts a resolution of intent to annex but LAFCO denies the application, then the project shall not proceed in either the City or the County.
- f. For Urban Development Projects located within the area shown in Exhibits "C-1 and C-2" (Avenue 18 ½ and SR 99 and Avenue 12 and SR 99), City and County agree to meet and confer to seek a mutually acceptable outcome regarding the development of the project.
  - i) County Chief of Development Services and City Director of Community Development are designated to initiate meet and confer session as necessary under this section.
  - ii) Subsequent to the meet and confer session specified in this section, County may proceed with its consideration and approval of the Urban Development Project for only those areas in Exhibits "C-1 (entirely) and C-2 (only South of Avenue 12)".

8. SPHERE OF INFLUENCE AMENDMENT.

- a. CITY will file a request with LAFCO to amend the Sphere of Influence to include the area designated within Exhibit "B". Such request will be made in conjunction with the completion of a Municipal Services Review (MSR), completed in accordance with the policies of Madera LAFCO.
- b. COUNTY agrees, through the approval of this Tax Sharing Agreement, that it is in support of the amendment to the Sphere of Influence to include the area designated in Exhibit "B" to facilitate the orderly expansion of the City.

9. LAFCO APPROVAL OF SPHERE OF INFLUENCE AMENDMENT.

- a. Both Parties hereto shall be excused from performing their obligations under this Agreement, in the event that for any reason, LAFCO does not approve the Sphere of Influence Amendment within the following timeframes:
  - i. 8 Months from LAFCO's receipt of a complete application by the City, if LAFCO serves in the Lead Capacity for the preparation of the MSR.
  - ii. 3 Months from LAFCO's receipt of a complete application by the City, including an MSR, if the City serves in the lead Capacity for the preparation of the MSR.
- b. If the Parties' performance of their obligations under the referenced sections become excused pursuant to Section 1(a) above, such obligations shall again apply upon LAFCO's approval of the Sphere of Influence Amendment and shall be effective from and after such approval by LAFCO.

- c. During the period in which the Parties' obligations under these Sections are excused, neither party shall accrue any benefits defined in or provided by this Agreement. No monetary payment or other compensation will be due to either Party for the period when both Parties' performance of these obligations is excused.
- d. During the period in which the Parties' obligations under this sections are excused, the Parties agree that this Agreement will not satisfy the requirements of Section 99 of the Revenue and Taxation Code as to agreement on the exchange of property taxes for City annexations.
- e. In the event that LAFCO does not approve the Sphere of Influence Amendment within the times specified in Section 3(a), the Parties agree to meet and confer to determine if alternatives exist to excusing performing under the agreement as described in Sections 3(a) through 3(d). Nothing in this Section 3(d) shall be construed as limiting the authority of either Party to be excused from performance before or after the Parties' meet and confer.

10. CREATION OF PARCEL SIZES LESS THAN 20 ACRES WITHIN SPHERE OF INFLUENCE.

Except in circumstances where both parties agree, land divisions proposing parcels less than 20 acres which are referred to the City for consideration of annexation will be found to be inconsistent with the City's General Plan and shall therefore not be approved. Typical basis for an exception would include division of a previously developed property or creation of a single home site on an agricultural parcel of larger than 20 acres.

11. ADDITIONAL NEW GROWTH AREAS WITHIN CITY GENERAL PLAN PLANNING AREA.

CITY desires the incorporation of a "green belt" or agricultural buffer area around the exterior of its potential urban growth boundary as described in City's General Plan. To this end, County agrees that no New Growth Areas as defined by COUNTY General Plan will be established or designated within the City's General Plan Planning Area.

12. LAW ENFORCEMENT SERVICES TO PARKWOOD.

The City agrees to provide law enforcement services to the County in the Parkwood area as described herein for the Term of the Agreement, unless the Agreement is terminated earlier pursuant to the terms hereof. The Parkwood area, for purposes of this Agreement, is defined as the area bounded by E. Pecan Avenue to the North, Highway 145/S. Madera Avenue to the West, Raymond Thomas Road to the East and the Conrad Street prolongation to the South.

The service delivery level shall be the same as is provided for the City of Madera within the city limits. City shall create a notice which County shall provide to Parkwood residents in the first two utility bills generated after the effective date of this Agreement, informing them that Madera Police Department is providing law enforcement services in the Parkwood area.

County shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents, 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 City's provision of law enforcement services pursuant to this Agreement, 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 this Agreement, the County 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.

City shall indemnify, defend, and hold harmless the County, and its officers, employees, and agents, 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 City's provision of law enforcement services pursuant to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County. In the event the County indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from this Agreement, the City shall provide a defense to the County indemnitees, or at the County's option, reimburse the County indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

The Parties to this Agreement expressly agree that this Section 12 providing for law enforcement services is intended to be by and between the County and the City as independent contractors and consequently shall not be construed to create any relationship of employer-employee, agent, servant, partnership, joint venture or any other association between or among the County and the City. Any and all officers performing under this section shall, at all times, exclusively be considered employees of the City. The law enforcement services to be performed by all City officers under this section, including the standards of performance, discipline and control thereof, shall also be the sole responsibility of the City, which shall ensure that its officers provided under this section observe and follow all applicable rules, regulations, policies, practices and standards while performing law enforcement services under this section. All officers performing services under this section shall receive administrative directions and technical support solely from the City Police Department.

### 13. GENERAL PROVISIONS.

- a. Term. This Agreement shall take effect upon being fully executed by both parties and shall be effective for a period of three (3) years, unless terminated prior to that time by mutual agreement of the parties or as otherwise terminated herein. This Agreement may be extended for two one (1) year terms upon mutual written agreement prior to expiration.
- b. Termination Due to Operation of Law Or Failure of Party to Perform. In addition, should all or any portion of this Agreement be declared invalid or inoperative by a court of competent jurisdiction, or should any party to this Agreement fail to perform any of its obligations hereunder, or should any party to this Agreement take any action to frustrate

the intentions of the parties as expressed (collectively or independently "event") in this Agreement, then in such event, the parties are obligated to negotiate a resolution of the issues presented by such event. Should the parties fail to meet within thirty (30) days of notice of the event triggering the meeting requirement or should the parties fail to resolve the issues presented by the event, then this entire Agreement, as well as any ancillary documents entered into by the parties in order to fulfill the intent of this Agreement, shall immediately be of no force and effect.

- c. Termination Due to Changes in Law. The purpose of this Agreement is to alleviate in part the revenue shortfall experienced by COUNTY, which may result from CITY's annexation of revenue-producing or potentially revenue-producing properties located within the unincorporated area of COUNTY. The purpose of this Agreement is also to enable CITY to proceed with territorial expansion and economic growth consistent with the terms of existing law as mutually understood by the parties as well as to maximize each party's ability to deliver essential governmental services. In entering into this Agreement, the parties mutually assume the continuation of the existing statutory scheme for the distribution of available tax revenues to local government and that assumption is a basic tenet of this Agreement. Accordingly, it is mutually understood and agreed that this Agreement may, by mutual agreement be terminated should changes occur in statutory law, court decisions or State administrative interpretations which negate the basic tenets of this Agreement.
- d. Modification. This Agreement and all of the covenants and conditions set forth herein may be modified or amended only by a writing duly authorized and executed by COUNTY Board of Supervisors and CITY Council.
- e. Enforcement. COUNTY and CITY each acknowledge that this instrument cannot bind or limit themselves or each other or their future governing bodies in the exercise of their discretionary legislative power. However, each binds itself that it will insofar as is legally possible fully carry out the intent and purposes hereof, if necessary by administrative action independent of ordinances, and that this Agreement may be enforced by injunction to the extent allowed by law.
- f. Entire Agreement; Supersession. With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever between COUNTY and CITY except as otherwise provided herein.
- g. Notice. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be delivered by first-class mail or an equal or better form of delivery to the respective parties at the following addresses:

COUNTY:

County Administrative Officer  
County of Madera Government Center  
200 West 4<sup>th</sup> Street  
Madera, CA 93637

CITY:

City Administrator  
City of Madera City Hall  
205 West 4th Street  
Madera, CA 93637

- h. Notice of Breach. Prior to this Agreement being terminated by COUNTY for failure by CITY to comply with its material obligations hereunder, COUNTY shall provide notice to CITY of such failure, and CITY shall comply with the terms and conditions of this Agreement within thirty (30) days of receipt of notice. If CITY fails to timely comply, CITY shall be in breach of this Agreement and COUNTY may terminate this Agreement as provided herein. During the thirty (30) day notice period and until CITY certifies its compliance in writing and COUNTY accepts in writing, no property tax transfer agreement, as contemplated by the Revenue and Taxation Code, shall exist between COUNTY and CITY with respect to any pending annexations. In like manner, CITY shall give COUNTY thirty (30) days' written notice and opportunity to cure any alleged material noncompliance, breach, or default of this Agreement on the part of COUNTY before terminating this Agreement as provided herein, except that during that period a property tax transfer agreement shall be deemed to exist. The failure of a party to comply with any material obligation imposed by this Agreement that is not remedied within thirty (30) days shall be a material breach and be a ground for termination. Except as otherwise provided in this Agreement for a breach of its terms and conditions, the parties may enforce this Agreement in any manner authorized by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Madera, State of California, on the dates set forth above.

\* \* \* \* \*

IN WITNESS WHEREOF of the foregoing Agreement is executed on the date and year first above-written.

**COUNTY OF MADERA**

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

\_\_\_\_\_  
Chairman, Board of Supervisors

Approved as to Legal Form:  
COUNTY COUNSEL

By: \_\_\_\_\_  
Regina A. Garza

Approved as to Form:  
COUNTY ADMINISTRATIVE OFFICER

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

**CITY OF MADERA**

ATTEST:

\_\_\_\_\_  
Madera City Clerk

\_\_\_\_\_  
Mayor, City of Madera

Approved as to Legal Form:  
MADERA CITY ATTORNEY

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

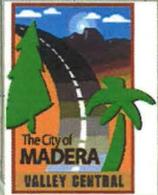
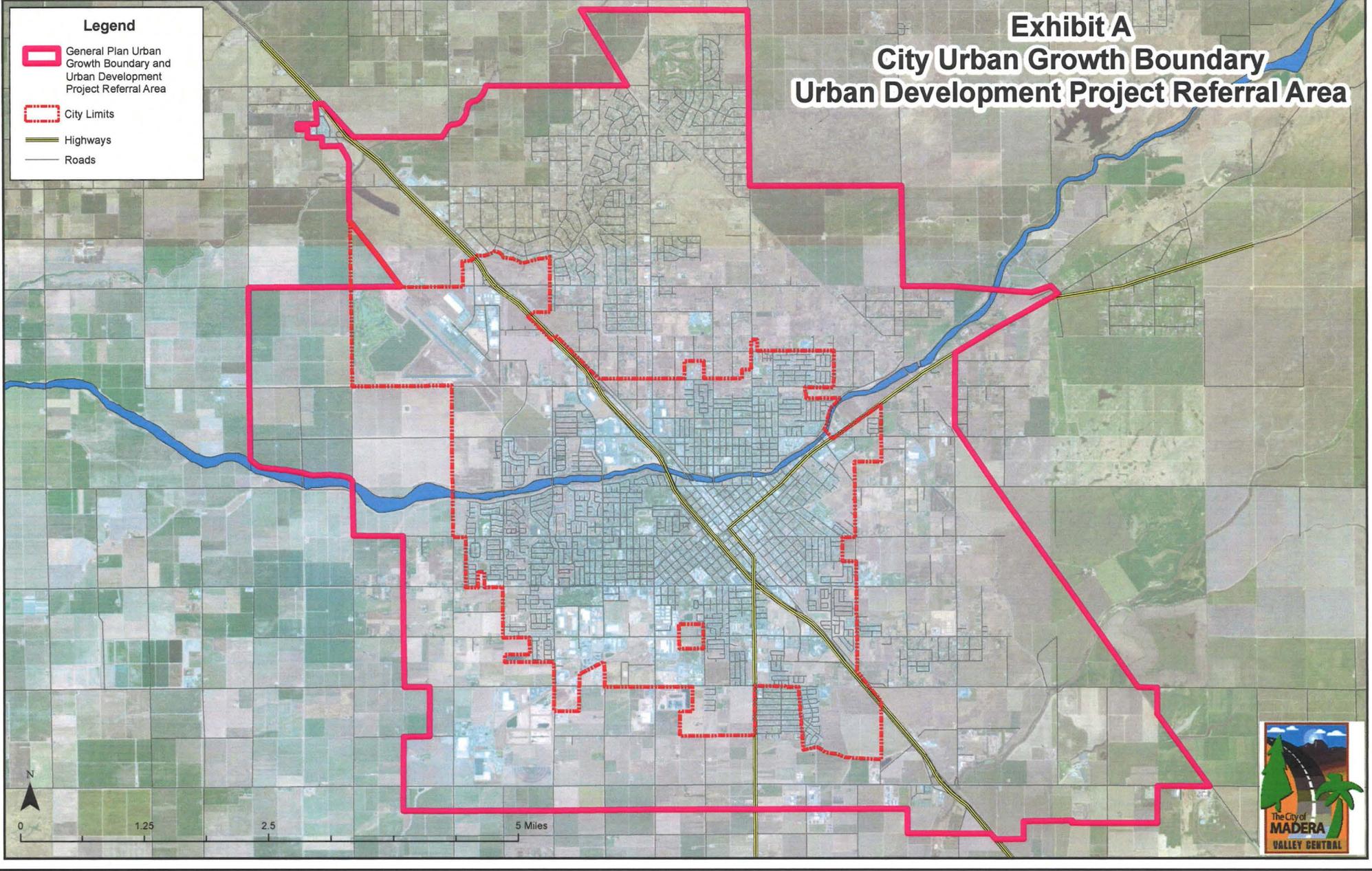
Approved as to Form:  
MADERA CITY ADMINISTRATOR

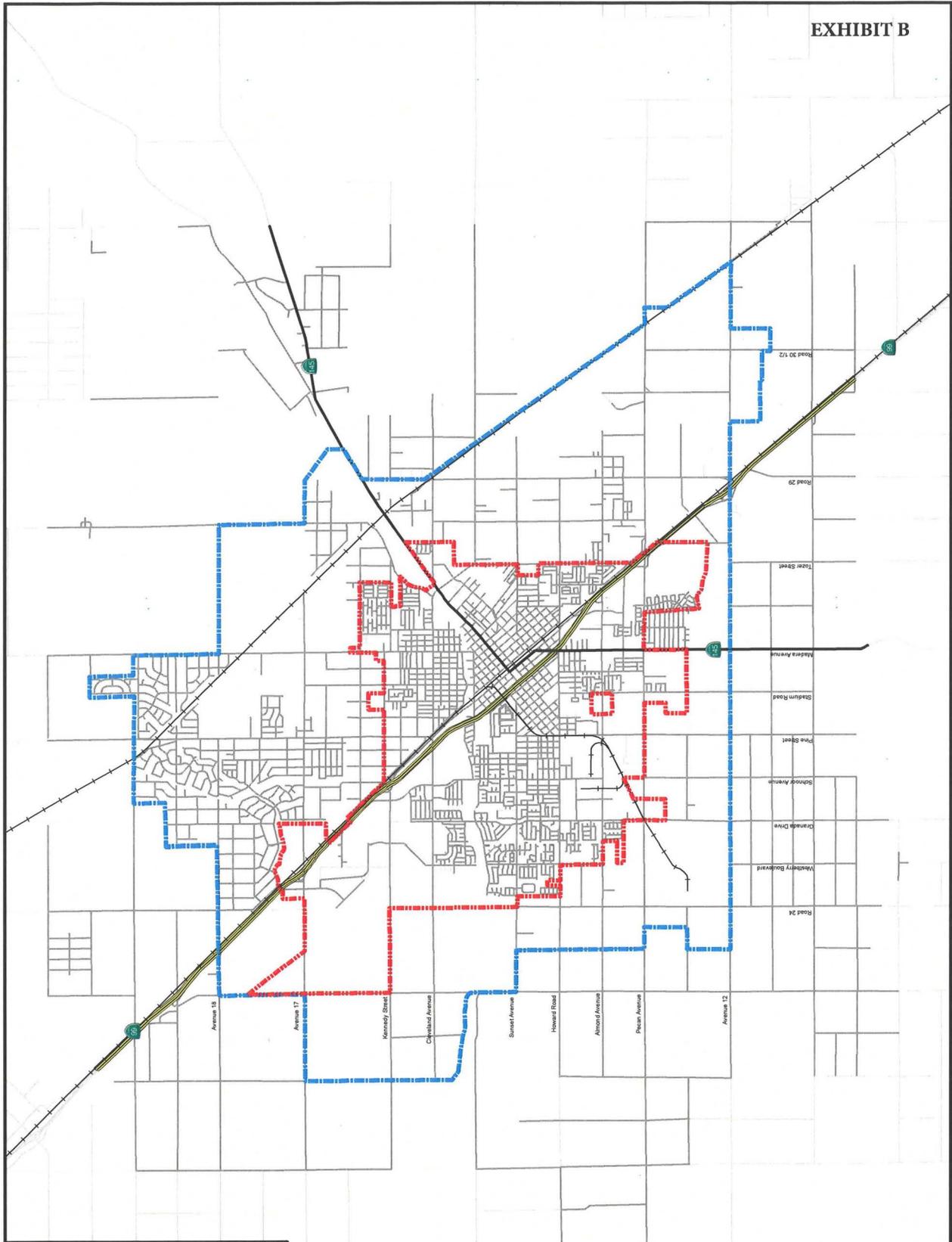
By: \_\_\_\_\_

# Exhibit A City Urban Growth Boundary Urban Development Project Referral Area

**Legend**

-  General Plan Urban Growth Boundary and Urban Development Project Referral Area
-  City Limits
-  Highways
-  Roads





**City of Madera  
Proposed  
Sphere of Influence**

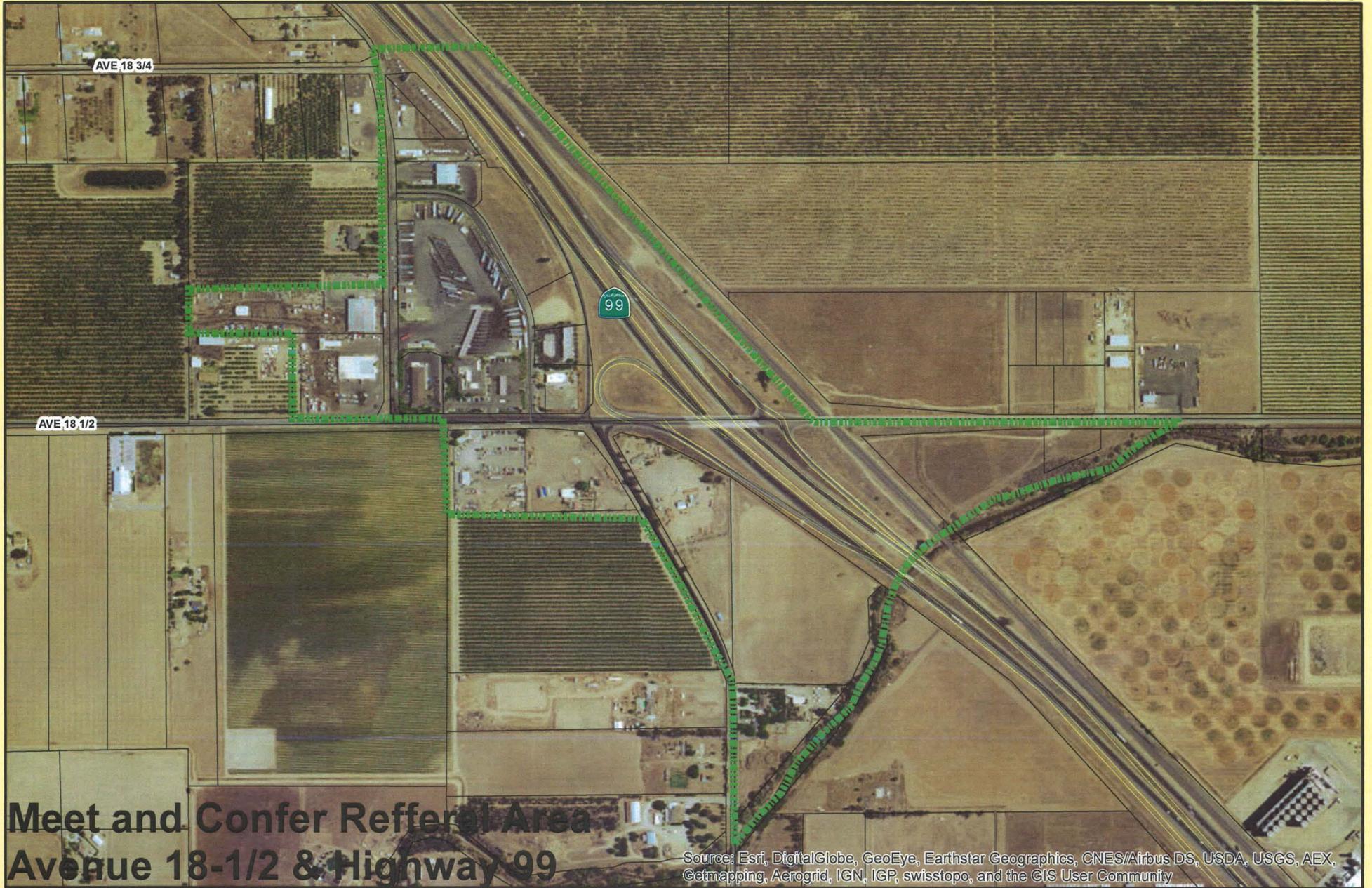


**City Limits**  
Proposed SOI

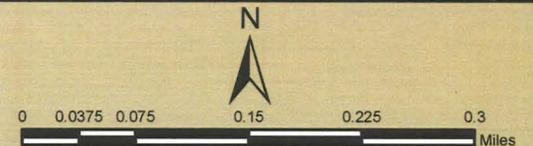
**Transportation**  
State Hwy 99  
Major Roads  
Other Roads  
Railroads



0 0.375 0.75 1.5 Miles



029-260-018	029-260-047	029-260-052	029-270-028	029-280-004
029-260-019	029-260-049	029-260-059	029-270-036	029-280-027
029-260-038	029-260-050	029-260-060	029-280-003	029-280-031
029-260-040	029-260-051	029-270-025		



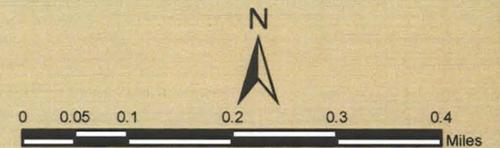


**Meet and Confer Referral Area  
Avenue 12 & Highway 99**

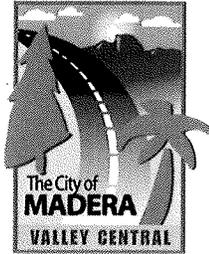
Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



047-050-007	047-050-060	047-060-040	047-100-041	047-101-008	047-101-014
047-050-017	047-060-025	047-060-041	047-100-042	047-101-009	047-101-015
047-050-021	047-060-031	047-100-004	047-101-002	047-101-010	047-110-014
047-050-049	047-060-032	047-100-015	047-101-003	047-101-011	047-110-016
047-050-050	047-060-038	047-100-017	047-101-004	047-101-012	047-110-017
047-050-059	047-060-039	047-100-023	047-101-007	047-101-013	



# REPORT TO THE CITY COUNCIL



**Return to Agenda**

COUNCIL MEETING OF:  
June 7, 2017

AGENDA ITEM NUMBER:  
E-1

Approved By:

  
Community Development Director

  
City Administrator

**SUBJECT: Request for Direction Regarding a Proposal By Sohan Samran for Extra-Territorial Sewer and Water Connections in Conjunction with the Expansion of the BAPU Almond Facility at 24341 Avenue 14.**

## RECOMMENDATION:

Staff recommends that the City Council review the staff report and any testimony provided during the Council's discussion of this matter and provide direction to staff as the Council deems appropriate. A brief discussion of potential alternatives is included on page 2 of this report.

## SUMMARY:

Sohan Samran has requested that the City provide sewer and water connections to the BAPU Almonds nut processing facility at 24341 Avenue 14. The site is comprised of a 5.5 acre County island, located on the north side of Howard Road between the Santa Barbara Estates subdivision and a mini storage business. The owner is planning an expansion of the existing almond processing business to fully build-out the available space on the parcel. While requesting City sewer and water connections, the applicant has been opposed to annexing into the City or developing the site to City standards. Development conditions are further complicated by the fact that the nut processing facility is not consistent with the low density residential use called for in both City and County General Plans. The owner has described his intent to proceed with his planned expansion project without City utilities if his request is not approved.

## DISCUSSION:

Several times a year, the City receives requests for water and/or sewer connections from properties outside the City limits. Such requests typically involve existing residential properties where on-site facilities have failed, and an existing City utility line is located nearby. The following factors make the request from Mr. Samran unique in comparison to typical requests:

- The property is contiguous to the City limits on 3 sides, creating a defined County island.
- The Howard Road frontage of the properties both east and west of the BAPU site has been developed to City standards with street widening, curb, gutter and sidewalk.
- The owner is proposing to expand the use to fully build-out the property with nut processing facilities.
- The existing use and proposed expansion are inconsistent with the City's General Plan.

City Limits – Annexation. The subject parcel became a County island when the neighboring Santa Barbara Estates Subdivision property was annexed into the City and the owner of the almond facility objected to being included with the annexation. Typically, when owners propose to fully develop their properties and connect to municipal services, the City requests that the properties be annexed into the City limits and

that projects be developed to City standards. In the case of the subject property, the owner previously objected to annexation of his property and is now aware that the existing use and proposed expansion conflict with the City's adopted land use plan. The owner has also expressed concerns regarding the City's development standards, including street widening and installation of curb, gutter, sidewalk, etc.

Land Use Conflicts. The City General Plan calls for low density residential development for the subject property. This is consistent with the land use designations on the surrounding property, much of which has already been developed with typical single family subdivisions. While amending the General Plan to accommodate the agricultural/industrial use is possible, anecdotal information indicates that the existing operation is already generating impacts felt by the adjacent residential properties, such as noise, dust and odor. Amending the land use plan to expand the operation would not be recommended.

The County General Plan similarly calls for low density residential development. However, the County has zoned the property for heavy commercial use, in conflict with its general plan. County development processes do not require that projects be developed in conformance with their general plans, and County staff has confirmed that the proposed expansion will be processed without discretionary review. Therefore, despite the lack of conformance with either the City or County General Plan, substantial expansion of the existing use will likely go forward.

The land use conflict outlined above has been described to Mr. Sohan and his representative. Staff has also explained the potential risks of creating incompatible uses and the potential for nuisance claims to burden the property in the future. In light of the existing and planned land uses surrounding the property, and considering the business owner's desire to make a significant investment in expansion, Staff noted that a move to an industrial property at this point might be prudent. Thus far, the owner has not been receptive to this idea.

#### Alternative Responses to Property Owner Request

As described above, the circumstances surrounding the extraterritorial service request are uncommon and a standard service agreement may not address City concerns. A reasonable argument can be made that if the site is going to be fully developed with or without City services, the City might prefer those connections in lieu of using on-site well and septic systems. Alternatively, the Council might view sewer and water connections as providing support for a non-conforming use and reinforcing land use conflicts that are more likely to increase with the expansion than they are to decrease. The alternative responses to Mr. Samran's request outlined below reflect these alternate perspectives.

1. Direct staff to prepare extraterritorial service agreement for consideration by the owner with some or all of the following features:
  - a. Requirement for both sewer & water connections to eliminate on-site utilities. (Sewer and Water connections together are not always required. Sometimes only water is requested. Water only is not recommended in this case due to density of development proposed and the appropriateness of avoiding need for septic leach field.)
  - b. Pay impact fees and connection fees. (Standard for all agreements)
  - c. Covenant Consenting to future annexation. (Standard for all agreements)
  - d. Develop street frontage to City standards. (Not standard. Implemented on case-by-case basis depending on site conditions).
2. Direct staff to prepare a letter to the owner indicating that City sewer and water services are not available to the site and encouraging the relocation of the site to an appropriately designated parcel.

Mr. Samran's original written request for services is provided as Attachment 1 to this report. An aerial photo highlighting the location of the property in relationship to the City limits is included as Attachment 2. These materials were sent to the Executive Director of LAFCO for review, and he subsequently authorized the City to proceed with issuing the requested extraterritorial services if so desired.

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

Consideration of the extraterritorial service request should be evaluated against its relationship with applicable Vision statements and Action Items. As discussed in the body of this report, the circumstances involved with the request may be viewed through multiple lenses; no single perspective clearly prevails. Vision 2025 calls for a well-planned, healthy community with strong and carefully planned neighborhoods and commercial uses. Vision statements also support economic development and job creation for a range of business sectors.

**FISCAL IMPACT:**

Standard language in sewer and water service agreements call for owners to pay for the costs of physically connecting to the applicable systems, as well as payment of impact fees and their proportionate share of any existing utility lines that front their properties. Monthly service charges for sewer and water service also apply.

# ATTACHMENT 1

Sohan Samran  
BAPU Almond Co.  
24341 Avenue 14  
Madera, CA 93637  
(559) 661-1556

October 18, 2016

Att: Keith Helmuth P.E.  
City Engineer  
City of Madera  
205 West Fourth Street  
Madera, CA 93637

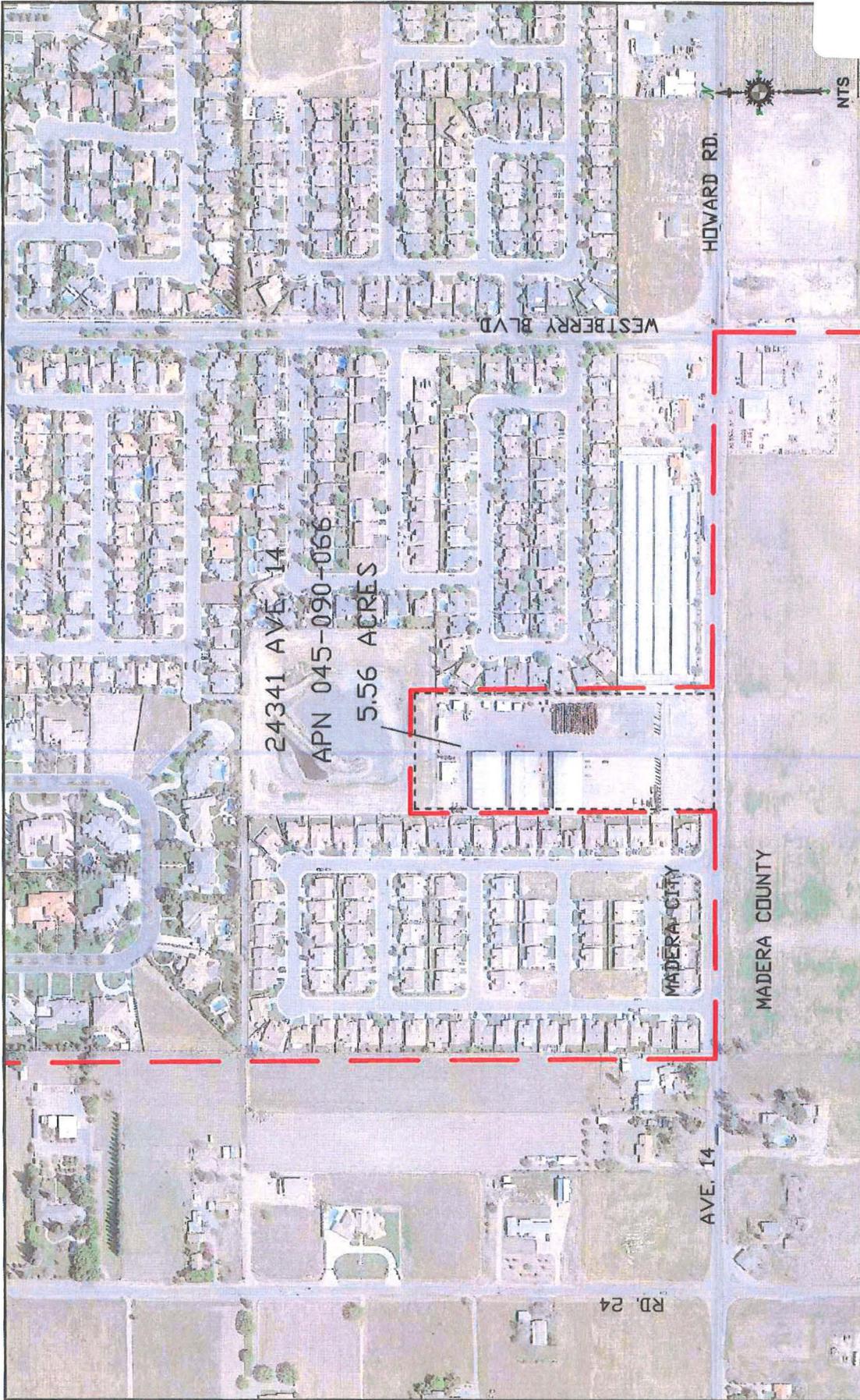
Re: Water & Sewer Connection Request  
Site Address: 24341 Avenue 14, Madera, CA 93637  
APN:045-090-066

Dear Mr. Helmuth, please accept this letter as a formal request to connect our almond processing facility into the City of Madera water and sewer facilities. We believe in growing and processing crops that can be enjoyed locally and in all corners of the earth. Our business handles, sorts, cleans, packages and distributes almonds to clients from all over the world. Although our business uses very little water, we are in the process of expanding our storage capacity and building a presentable office to house our farming operations, almond processing and sales staff. We want to maximize our facility and provide as many jobs possible so our beautiful city can grow and sustain itself regardless of the harsh economic cycles. We look forward to your cooperation with this matter and with your help we can contribute to make this city thrive. Thank you very much for your time and we look forward to your response.

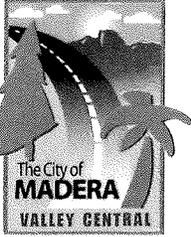
Sincerely,



Sohan Samran

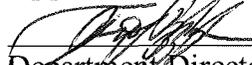


LOCATION MAP  
OUTSIDE CITY WATER AND SEWER CONNECTION - 24341 AVENUE 14  
CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_

Department Director

  
\_\_\_\_\_

City Administrator

Council Meeting of: June 7, 2017

Agenda Number: E-2

**SUBJECT:** Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2017/2018

**RECOMMENDATION:** No action recommended. Informational only.

**DISCUSSION:** This is the fourth of four preliminary presentations to the City Council pertaining to the City of Madera Fiscal Year 2017/2018 Budgets. A special meeting has been scheduled for June 19<sup>th</sup> for a budget workshop and review of all proposed City budgets in further detail. The final budget presentation will be given to Council for consideration of approval at the July 5<sup>th</sup> City Council meeting.

The final Preliminary Budgets being presented to Council this evening are the Internal Services and Special Revenue Budgets. No action is requested of Council on this agenda item, this evening.

### SPECIAL REVENUE FUNDS

Unlike the General Fund, Special Revenue Funds are comprised of restricted funds. Such funds can only be spent for specific purposes as mandated by the funding sources. Included in this group are grants and entitlements. The Special Revenue Funds currently available for the coming fiscal year are as listed in the enclosed Exhibit A. The total available revenue for FY: 2017/2018 is anticipated to be \$13,670,300 the total expenditures are anticipated to be \$13,646,200. The remaining revenues are expected to be reprogrammed for the future.

Some of the Special Revenue funds such as Measure "T," Gas Tax, and the Local Transportation Fund have a significant impact on the City's operating budget. These funds provide for the maintenance of streets, sidewalks, gutters, and bike lanes within city limits. A portion of the Measure "T" funding also supports transit operations. During FY: 2017/2018, \$1,001,000 from the Gas Tax and \$1,571,500 from Measure "T" will be transferred into the Public Works Department for various streets repairs and maintenance as well as for minor streets projects within the city limits.

A major expenditure in the General Development Impact Fees budget includes \$1.3 million for the purchase of a new ladder truck in FY 17/18 for use by the Fire Department.

The City also receives funding from the Department of Housing and Community Development to provide housing assistance for the citizens of the City of Madera provided that they qualify in accordance with income guidelines provided by the HUD/HOME program. The funding available for FY: 2017/2018 is approximately \$900,000. This funding is targeted to provide assistance for manufactured housing purchases, rehabilitation of owner-occupied residences, and first time home buyer down payment assistance.

In addition to the programs and projects described herein above, the Special Revenue Funds provide for other non-major programs including, Park Development, Supplemental Public Safety, Developer Impact Fees, and Landscape, Lighting and Maintenance District.

### **INTERNAL SERVICE FUNDS**

The City of Madera has three (3) Internal Service (IS) Funds. They are the Fleet, Facilities Maintenance and Technology Funds. These Funds provide and charge for services to all City departments that benefit from their services. The IS Funds not only provide maintenance services, they also help the departments to set aside funds for the future replacement of equipment when it becomes more cost-effective to replace that equipment than to maintain it. Doing so helps to spread the replacement costs evenly over the proper timeframe and ensures that funds are available for the intended purpose when replacement becomes necessary. Staff has developed and refined schedules for adequate maintenance and replacement of equipment in the Fleet and Technology Fund, and those schedules have been used to create the 17/18 budget proposals. A similar methodology should be considered for implementation by the Facilities Maintenance Fund in the future, to ensure that funds are available to replace essential equipment and fixtures within facilities, before their useful lives are over.

Internal Service (IS) Funds are not always expected to balance current year revenues and expenditures, because they set aside funds for equipment replacement or projects each year and in those years that equipment is replaced or projects are completed, the expenditures may be more than current year revenues. In the years when there are less projects or purchases, the revenues will exceed expenditures and help to build up the reserve from which such projects or equipment purchases are funded. A summary of the proposed Internal Service Fund budgets is attached to this report, as Exhibit B. In total, the IS Funds project a \$61,499 deficit in FY 17/18.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN:** The presentation 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. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan

**SUMMARY OF SPECIAL REVENUE FUND EXPENSES - EXHIBIT A**

	17/18 Budget Revenue	S&B 17/18 Budget	M&O 17/18 Budget	Capital Outlay 17/18 Budget	17/18 Budget Expense
<b>FUND: 21229 - Transportation Fixed Route</b>					
Proposition 1B PTMISEA	(438,000)	0	0	438,000	438,000
<b>TOTAL FUND 21229</b>	<b>(438,000)</b>	<b>0</b>	<b>0</b>	<b>438,000</b>	<b>438,000</b>
				(Surplus)/Deficit	0
<b>FUNDS: 40800-45300 General Development Impact Fees</b>					
Undesignated	(1,623,048)	0	568,754	1,761,000	2,329,754
<b>TOTAL FUNDS 40800-45300</b>	<b>(1,623,048)</b>	<b>0</b>	<b>568,754</b>	<b>1,761,000</b>	<b>2,329,754</b>
				(Surplus)/Deficit	706,706
<b>FUND: 41300 - Special Gas Tax</b>					
Special Gas Tax - Street Maintenance	(1,828,939)	0	1,828,939	0	1,828,939
RSTP - Federal Exchange	(683,596)	0	0	750,000	750,000
State Transportation Improv Program	0	0	0	0	0
Proposition 1B SLPP	0	0	0	0	0
<b>TOTAL FUND 41300</b>	<b>(2,512,535)</b>	<b>0</b>	<b>1,828,939</b>	<b>750,000</b>	<b>2,578,939</b>
				(Surplus)/Deficit	66,404
<b>FUND: 41500 - Local Sales Tax</b>					
Measure A	0	0	0	0	0
Measure T	(3,203,985)	0	0	2,818,942	2,818,942
<b>TOTAL FUND 41500</b>	<b>(3,203,985)</b>	<b>0</b>	<b>0</b>	<b>2,818,942</b>	<b>2,818,942</b>
				(Surplus)/Deficit	(385,043)
<b>TOTAL MAJOR SPECIAL REVENUE FUNDS</b>	<b>(7,777,568)</b>	<b>0</b>	<b>2,397,693</b>	<b>5,767,942</b>	<b>8,165,635</b>
				(Surplus)/Deficit	388,067
<b>FUND: 41000 - Park Development</b>					
Parks Development Activities	(350,000)	0	0	0	0
<b>TOTAL FUND 41000</b>	<b>(350,000)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
				(Surplus)/Deficit	(350,000)
<b>FUND: 41100- Intermodal Bldg</b>					
Intermodal Building Activities	(87,579)	9,552	77,707	0	87,259
Proposition 1B PTMISEA-CalOES	(47,541)	0	0	47,541	47,541
<b>TOTAL FUND 41100</b>	<b>(135,120)</b>	<b>9,552</b>	<b>77,707</b>		<b>134,800</b>
				(Surplus)/Deficit	(320)
<b>FUND: 41400 - Parking Dist Op</b>					
Parking District Operations	(46,000)	12,044	26,964	0	39,008
<b>TOTAL FUND 41400</b>	<b>(46,000)</b>	<b>12,044</b>	<b>26,964</b>	<b>0</b>	<b>39,008</b>
				(Surplus)/Deficit	(6,992)
<b>FUND: 41600 - Business Imp Dist</b>					
Madera Downtown BID	(29,292)	0	29,373	0	29,373
<b>TOTAL FUND 41600</b>	<b>(29,292)</b>	<b>0</b>	<b>29,373</b>	<b>0</b>	<b>29,373</b>
				(Surplus)/Deficit	81

**SUMMARY OF SPECIAL REVENUE FUND EXPENSES - CONTINUED**

	17/18 Budget Revenue	S&B 17/18 Budget	M&O 17/18 Budget	Capital Outlay 17/18 Budget	17/18 Budget Expense
<b>FUND: 41700 - Federal Aid Urban</b>					
F.A.U. CNG Projects	0	0	0	0	0
F.A.U. Parks & Pedestrian Projects	0	0	0	0	0
F.A.U. Streets Improvement Projects	(1,599,000)	0	0	1,669,000	1,669,000
ARRA-CDBG-R	0	0	0	0	0
ARRA-EECBG	0	0	0	0	0
Bridge Preventive Maint. BPMP	(121,357)	0	0	121,357	121,357
<b>TOTAL FUND 41700</b>	<b>(1,720,357)</b>	<b>0</b>	<b>0</b>	<b>1,790,357</b>	<b>1,790,357</b>
				(Surplus)/Deficit	70,000
<b>FUND: 42000 - Local Transportation</b>					
L.T.F. - St. Improvement Projects	(1,213,534)	0	558,000	237,500	795,500
L.T.F. Parks/Bike Path Projects	(32,643)	0	0	32,580	32,580
<b>TOTAL FUND 42000</b>	<b>(1,246,177)</b>	<b>0</b>	<b>558,000</b>	<b>270,080</b>	<b>828,080</b>
				(Surplus)/Deficit	(418,097)
<b>FUND: 43600 - NSP3 Program</b>					
HOME ARRA-NSP. Activity	0	0	0	0	0
<b>TOTAL FUND 43600</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
				(Surplus)/Deficit	0
<b>FUND: 44000 - Housing Program</b>					
HOME 2007 - DAP Activity	0	0	0	0	0
HOME REHABILITATION PROGRAM	0	0	0	0	0
HOME Reuse Activity	0	0	0	0	0
CALHOME DAP Program	(31,704)	0	27,550	0	27,550
CALHOME Rehabilitation Program	(868,133)	0	868,133	0	868,133
CALHOME Reuse Program	0	0	0	0	0
<b>TOTAL FUND 44000</b>	<b>(899,837)</b>	<b>0</b>	<b>895,683</b>	<b>0</b>	<b>895,683</b>
				(Surplus)/Deficit	(4,154)
<b>FUND: 47700 - Supp Law Enforce</b>					
Police Activity - SLESF	(100,000)	0	100,000	0	100,000
<b>TOTAL FUND 47700</b>	<b>(100,000)</b>	<b>0</b>	<b>100,000</b>	<b>0</b>	<b>100,000</b>
				(Surplus)/Deficit	0
<b>FUND: 47800 - Local Law Enforce</b>					
Police Activity - JAG	0	0	0	0	0
<b>TOTAL FUND 47800</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
				(Surplus)/Deficit	0
<b>FUND: 47900 - DUI Enforce</b>					
DUI Enforcement & Awareness	0	0	0	0	0
<b>TOTAL FUND 47900</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
				(Surplus)/Deficit	0
<b>FUND: 48000 - Comm Fac Dist</b>					
CFD 2005-1, City-Wide Services	(269,000)	0	507,663	0	507,663
CFD 2006-1, KB Home	(185,000)	0	186,531	0	186,531
<b>TOTAL FUND 48000</b>	<b>(454,000)</b>	<b>0</b>	<b>694,194</b>	<b>0</b>	<b>694,194</b>
				(Surplus)/Deficit	240,194

**SUMMARY OF SPECIAL REVENUE FUND EXPENSES - CONTINUED**

	17/18 Budget Revenue	S&B 17/18 Budget	M&O 17/18 Budget	Capital Outlay 17/18 Budget	17/18 Budget Expense
<b>FUND: 48500 - CFD Debt</b>					
CFD Debt Fund - 2006 Bonds	(180,630)	0	179,030	0	179,030
	<u>(180,630)</u>	<u>0</u>	<u>179,030</u>	<u>0</u>	<u>179,030</u>
				(Surplus)/Deficit	(1,600)
<b>FUND: 49100 - Sr Citizen Services</b>					
Community Services Operations	(38,195)		38,195	0	38,195
Therapeutic Programs	(33,368)		33,368	0	33,368
<b>TOTAL FUND 49100</b>	<u>(71,563)</u>	<u>0</u>	<u>71,563</u>	<u>0</u>	<u>71,563</u>
				(Surplus)/Deficit	0
<b>FUND: 80200 - Park Fac Debt Svs</b>					
Park Facilities - Lease Administration	(194,257)	0	194,257	0	194,257
<b>TOTAL FUND 80200</b>	<u>(194,257)</u>	<u>0</u>	<u>194,257</u>	<u>0</u>	<u>194,257</u>
				(Surplus)/Deficit	(0)
<b>FUND: 45XXX Landscape Assmt Dists</b>					
Various Departments	(465,529)	0	524,222	0	524,222
<b>TOTAL FUND 45XXX</b>	<u>(465,529)</u>	<u>0</u>	<u>524,222</u>	<u>0</u>	<u>524,222</u>
				(Surplus)/Deficit	58,693
<b>TOTAL NON-MAJOR SPEC REV FUNDS</b>	<u>(5,892,762)</u>	<u>21,596</u>	<u>3,350,993</u>	<u>2,060,437</u>	<u>5,480,567</u>
				(Surplus)/Deficit	(412,195)
<b>TOTAL SPECIAL REVENUE FUNDS</b>	<u>(13,670,330)</u>	<u>21,596</u>	<u>5,748,686</u>	<u>7,828,379</u>	<u>13,646,202</u>
				(Surplus)/Deficit	(24,128)

**SUMMARY OF INTERNAL SERVICE FUND EXPENSES - EXHIBIT B**

	17/18 Budget Revenue	S&B 17/18 Budget	M&O 17/18 Budget	Subtotal Operations	Cap. Outlay 17/18 Budget	17/18 Budget Expense
<b>FUND: 30700 - Fleet</b>						
Equipment Maintenance	(1,214,847)	537,498	491,069	1,028,566	0	1,028,566
Equipment Acquisition	(1,003,593)	0	0	0	1,139,450	1,139,450
<b>TOTAL FUND 30700</b>	<b>(2,218,440)</b>	<b>537,498</b>	<b>491,069</b>	<b>1,028,566</b>	<b>1,139,450</b>	<b>2,168,016</b>
					(Surplus)/Deficit	(50,424)
<b>FUND: 40500 - Facilities Mtnc</b>						
Public Works - Facilities Maintenance	(1,582,728)	899,713	686,035	1,585,748	0	1,585,748
<b>TOTAL FUND 40500</b>	<b>(1,582,728)</b>	<b>899,713</b>	<b>686,035</b>	<b>1,585,748</b>	<b>0</b>	<b>1,585,748</b>
					(Surplus)/Deficit	3,020
<b>FUND: 40700 - Technology</b>						
Computer Mtnc and Replacement	(1,145,471)	516,608	487,767	1,004,374	250,000	1,254,374
<b>TOTAL FUND 40700</b>	<b>(1,145,471)</b>	<b>516,608</b>	<b>487,767</b>	<b>1,004,374</b>	<b>250,000</b>	<b>1,254,374</b>
					(Surplus)/Deficit	108,903
<b>TOTAL INTERNAL SERVICE FUNDS</b>	<b>(4,946,640)</b>	<b>1,953,819</b>	<b>1,664,870</b>	<b>3,618,689</b>	<b>1,389,450</b>	<b>5,008,139</b>
					(Surplus)/Deficit	61,499