

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

NOTICE AND AGENDA

Wednesday, November 16, 2016
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: 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

INVOCATION: Pastor Don Caballero, The Clay 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.

PRESENTATIONS Presentation of Resolution No. 16-168 Commemorating the November 1984 Violence in India as Sikh Genocide

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – There are no minutes for consideration.

B-2 Information Only – Warrant Disbursement Report

- B-3 Weekly Water Conservation Report 11/1/16-11/6/16 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving an Agreement Pursuant to a Request by Pacific Gas and Electric (PG&E) for City of Madera to Relocate a Fire Hydrant at Cleveland Avenue and "D" Street at PG&E Expense (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving an Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, for Environmental Planning Services to Prepare the Environmental Documents for Repair and Rehabilitation of City of Madera Bridge Numbers 41C0043 and 41C0155, Federal Project No. BPMP 5157 (104), City Project No. B-000004 (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Estate, Temporary Construction Easement, and Permanent Easements for the Sharon Boulevard Infrastructure Improvements, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing all Other Actions Required to Comply with the Terms of the Agreement and Accept the Subject Deed and Easements (Report by David Merchen)
- B-7 Consideration of a Minute Order Directing the Preparation of a Request for Proposals for Janitorial Services and Approving a Recommendation on Termination of Existing Contract with Janitorial Inc. upon Successful Completion of the Request for Proposal Process (Report by Dave Randall)
- B-8 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Overtime and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-9 Consideration of a Resolution Accepting Public Street, Public Utility and Temporary Turn-Around Easements in Conjunction with Parcel Map 16-P-01, Located at the Southeast Corner of Avenue 17 and SR 99, Offered by Lisa M. Guzman, and Authorizing the City Clerk to Execute a Certificate of Acceptance (Report by Keith Helmuth)

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

- C-1 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)

D. WRITTEN COMMUNICATIONS

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

E. ADMINISTRATIVE REPORTS

- E-1 Consideration of a Resolution Approving Purchase Agreement with Global CTI Group to Implement a ShoreTel Outbound Campaign IVR Application to Make Automated Phone Calls that will Deliver 48-Hour Shut-Off Notices to Customers who have Past Due Utility Bills and Amending the City of Madera 2016/2017 Budget and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Tim Przybyla)
- E-2 Consideration of a Resolution Approving the City of Madera General Fund Balance Reserve Policy (Report by Tim Przybyla)

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 PERSONNEL EVALUATION--Pursuant to Government Code §54957

Position: City Attorney

G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting December 7, 2016

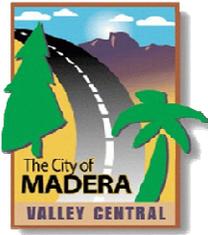
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for November 16, 2016, near the front entrances of City Hall at 3:00 p.m. on November 10, 2016.



Sonia Alvarez, City Clerk

[Return to Agenda](#)



**Madera City Council Agenda 11/16/16
Agenda Item B-1**

There are no minutes for consideration.

City of Madera

Council Meeting Of November 16th, 2016
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 11/16/2016

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

October 25th, 2016 to November 7th, 2016

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

General Warrant:	10920-11089	\$	1,986,048.98
Wire Transfer	Union Bank Payroll and Taxes	\$	836,218.48
Wire Transfer	SDI	\$	1,838.25
Wire Transfer	Cal Pers	\$	0.00

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
November 11th, 2016

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
10920	10/27/2016	ALPHA OMEGA WIRELESS, INC	TROUBLESHOOT ALVERION WIRELESS	2,625.00
10921	10/27/2016	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT OCTOBER 2016	719.80
10922	10/27/2016	AT&T	09/16 CALNET 3 SVS 9391026390	1,672.98
10923	10/27/2016	AVALOS, MICHELLE	PER DIEM CAL RECYCLE / VOTE FOR CHANGE	160.00
10924	10/27/2016	BSK ASSOCIATES	WATER SAMPLES	665.00
10925	10/27/2016	C B MERCHANT SERVICES	CONTRACTED SVS COLLECTION FEES 2015-01789-1-1	15.67
10926	10/27/2016	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	6,455.87
10927	10/27/2016	CALIFORNIA PEACE OFFICERS ASSOCIATION	DEPARTMENT MEMBERSHIP	1,500.00
10928	10/27/2016	CITY OF MADERA	PAN AM UTILITIES OCTOBER 2016	203.42
10929	10/27/2016	CITY OF MADERA	DISH WASHER REBATE APPLY TO 9892804	19,400.00
10930	10/27/2016	CONCENTRA MEDICAL CENTERS	DOT TESTING	61.50
10931	10/27/2016	CORELOGIC INFORMATION SOLUTIONS INC	LOGIC	150.00
10932	10/27/2016	CREATIVE COPY	TRANSIT TICKETS #71001-74000	420.66
10933	10/27/2016	DATAPROSE, LLC	SEP 2016 48HR NOTICES & NEWSLETTER	2,508.64
10934	10/27/2016	DIAMOND COMMUNICATIONS	MONTHLY ALARM MONITOR	115.00
10935	10/27/2016	GEIL ENTERPRISES, INC.	PAN AM FLOOR CLEANING	940.00
10936	10/27/2016	GONZALES, RICHARD	PER DIEM CGTF TRAINING SUMPOSIUM	224.00
10937	10/27/2016	GRANITE CONSTRUCTION	Apron Reconstruction Project P	465,236.85
10938	10/27/2016	HERC RENTALS	EQUIPMENT RENTAL	1,583.28
10939	10/27/2016	ICMA MEMBERSHIP RENEWALS	MEMBERSHIP DUES	1,400.00
10940	10/27/2016	LIEBERT CASSIDY WHITMORE	LEGAL FEES	395.22
10941	10/27/2016	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,043.51
10942	10/27/2016	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
10943	10/27/2016	MADERA COUNTY E D C	FINANCE DIRECTOR ATTEND EDC LUNCHEON 10/20/16	43,012.25
10944	10/27/2016	MADERA TROPHY	ADULT COED SOFTBALL TROPHY	97.20
10945	10/27/2016	MUNISERVICES, LLC	SUTA FEES FOR 2ND QTR 2016	1,305.48
10946	10/27/2016	LAW OFFICES OF GREGORY L. MYERS	LEGAL FEES - LATEEF V. CITY OF MADERA (FEDERAL)	1,060.00
10947	10/27/2016	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASP	17,409.73
10948	10/27/2016	PIERCE CONSTRUCTION	REMOVE AND REPLACE DAMAGED ASP	18,207.83
10949	10/27/2016	PITNEY BOWES GLOBAL FINANCIAL SERVICES	QUARTELY RENTAL	263.60
10950	10/27/2016	UNITY IT	CONSULTING AND TECHNOLOGY	1,700.00
10951	10/27/2016	WEST VALLEY CONSTRUCTION CO. INC.	COMMERCIAL WATER METER INSTALL	233,973.78
10952	10/27/2016	WILLDAN FINANCIAL SERVICES	COMMUNITY FACILITIES DISTRICT ADMINISTRATION	808.14
10953	10/28/2016	AIRUSA INC	REFUND DEPOSIT ACCT TERMED 08/31/16	200.00
10954	10/28/2016	AVISON CONSTRUCTION, INC.	ACCT TERMED 09/01/16, METER #19 REMOVED	1,700.00
10955	10/28/2016	AVISON CONSTRUCTION, INC.	ACCT TERMED 09/01/16, METER #26 REMOVED	1,700.00
10956	10/28/2016	CLEAN CUT LANDSCAPE	ACCT TERMED 09/01/2016, METER #30 REMOVED	1,601.72
10957	10/28/2016	SEAL RITE PAVING	ACCT TERMED 08/23/16, METER #21 REMOVED	1,700.00
10958	10/28/2016	ARAMARK UNIFORM SERVICES	08/16 UNIFORM SERVICES	3,403.96
10959	10/28/2016	CANON FINANCIAL SERVICES	COPIER CHARGES	4,326.61
10960	10/28/2016	DEPT OF HOUSING & COMMUNITY DEVELOPMENT	STATEMENT OF LIEN/TO ENCUMBER	106.00
10961	10/28/2016	JAMES PALMER APPRAISALS, INC.	SHARON BLVD APPRAISAL SERVICE	3,750.00
10962	10/28/2016	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS JUNE 2016 REVISED	342,320.56
10963	10/28/2016	NSP3	LOOSE FILL PLAYGROUND RUBBER	14,448.67
10964	10/28/2016	CORPUZ, SHIRLEY AND LOREDO, ARTHUR	TURF REPLACEMENT REBATE	1,000.00
10965	10/28/2016	ARMIENTO-RUZ, VERONICA	PARK DEPOSIT REFUND	100.00
10966	10/28/2016	ESTRADA, ISABEL	PARK DEPOSIT REFUND	50.00
10967	10/28/2016	MEDINA, ASHLEY	PARK DEPOSIT REFUND	50.00
10968	10/28/2016	RABENA, JESSICA	PARK DEPOSIT REFUND	50.00
10969	10/28/2016	TELLO, BLANCA	PARK DEPOSIT REFUND	50.00
10970	10/28/2016	PRESTRIDGE, RON	PER DIEM CAL RECYCLE/ VOTE FOR CHANGE	160.00
10971	10/28/2016	PRICE PAIGE AND COMPANY	AUDIT OF CITYS FINANCIAL STATEMENTS YR ENDED 2016	2,935.00
10972	10/28/2016	PRINCIPAL LIFE INSURANCE COMPANY	NOVEMBER 2016 DENTAL INSURANCE	16,680.82
10973	10/28/2016	PROVOST & PRITCHARD CONSULTING GROUP	PROFESSIONAL SVS AUG 2016 MADERA UWMP	742.50
10974	10/28/2016	PUBLIC FINANCE STRATEGIES, LLC	REVENUE MEASURE CONSULTING SERVICE	10,589.79
10975	10/28/2016	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRES BILL- 11/16 CHUMLEY	299.60
10976	10/28/2016	REINARD W. BRANDLEY CONSULTING	APRON PHASE II ENGINEERING	36,414.80
10977	10/28/2016	ROBINSON, DEREK	MILEAGE REIMB LOCC GEN MEMBERSHIP MTG 10/13/16	104.76
10978	10/28/2016	SEQUOIA EQUIPMENT CO. INC	NEW 621F WHEEL LOADER WITH TIE	164,394.39
10979	10/28/2016	STATE WATER RESOURCES CONTROL BOARD	LARGE WATER SYSTEM FEES 07/1/15- 06/30/16	5,676.07
10980	10/28/2016	SUPERIOR VISION INC.	VISION PLAN NOVEMBER 2016	2,340.66
10981	10/28/2016	TAMARACK PEST CONTROL	OCTOBER 2016 PEST CONTROL SVS	480.00

10982	10/28/2016	TESEI PETROLEUM INC.	MAINTENANCE/REPAIRS PARTS	26,403.29
10983	10/28/2016	TESEI PETROLEUM, INC.	FUEL	394.71
10984	10/28/2016	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID HEALTH CARE NOV 2016	244,154.82
10985	10/28/2016	VERIZON WIRELESS	PW AIR CARDS SEP 11- OCT 10	228.06
10986	10/28/2016	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	27,000.00
10987	11/04/2016	ADHARA SYSTEMS, INC.	PAVEMENT SURVEY AND ANALYSIS 2015	5,650.00
10988	11/04/2016	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	40,000.00
10989	11/04/2016	AECOM	INSTALLATION OF NEW CNG COMPRESSOR	1,485.00
10990	11/04/2016	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
10991	11/04/2016	BSK ASSOCIATES	WATER SAMPLES	1,995.00
10992	11/04/2016	CALIFORNIA DEPARTMENT OF JUSTICE	SEP 2016 BLOOD ALCOHOL ANALYSIS	1,023.00
10993	11/04/2016	CAPITAL ONE BANK	BOA LEASE	65,248.51
10994	11/04/2016	CBCINNOVIS, INC	ACCESS FEE	16.00
10995	11/04/2016	CITY OF MADERA	CLOTHES WASHER REBATE APPLY TO 7992003	560.80
10996	11/04/2016	COMCAST	10/22- 11/21 SVS 8155500320322006	90.85
10997	11/04/2016	COMCAST	CITY INTERNET CONNECTION 10/15- 11/14/16	1,520.00
10998	11/04/2016	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	869.00
10999	11/04/2016	COOK'S COMMUNICATIONS	UNIT REPAIR FROM FACTORY	395.00
11000	11/04/2016	COOK, DANIEL	HOTEL & PARKING FOR CALBO EDUCATION	566.22
11001	11/04/2016	DIAMOND COMMUNICATIONS	ALARM MONITOR	115.00
11002	11/04/2016	ENTENMANN-ROVIN CO	BADGES	152.21
11003	11/04/2016	FCS INTERNATIONAL INC.	R-000037 RAYMOND RD. SHOULDER	3,150.00
11004	11/04/2016	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 10/16- 10/31/16	8,325.00
11005	11/04/2016	GEIL ENTERPRISES, INC.	EXTRA CLEANING	25.00
11006	11/04/2016	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	56.59
11007	11/04/2016	GOVERNMENT STAFFING SERVIES, INC.	MUNITEMPS TEMP SERVICES	46,642.13
11008	11/04/2016	J'S COMMUNICATIONS	OCT- DEC 2016 SERVICE AGREEMENT BILLING	4,707.00
11009	11/04/2016	JAKUSZ PROPERTY MAINTENANCE	OCTOBER 2016 MONTHLY MAINTENANCE	12,120.00
11010	11/04/2016	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION MTG 10/13/16 ROBINSON MEAL	25.00
11011	11/04/2016	MADERA TRIBUNE	ST 16-04 AD FOR BID	1,288.52
11012	11/04/2016	MADERA TROPHY	SCREEN PRINTED OIL TOWELS	1,123.20
11013	11/04/2016	METRO UNIFORM	UNIFORMS	1,706.40
11014	11/04/2016	MOORE TWINING ASSOCIATES, INC	INSTALLATION OF NEW CNG COMPRESSOR/SPCL INSPS	7,206.00
11015	11/04/2016	NATIONAL DATA & SURVEYING SERVICES	TRAFFIC COUNTS	1,559.00
11016	11/04/2016	ONTRAC	OVERNIGHT SHIPPING	10.77
11017	11/04/2016	PACIFIC GAS & ELECTRIC	10/16 SVS 3499945233-6	334.54
11018	11/04/2016	PECK'S PRINTERY	BUSINESS CARDS	518.94
11019	11/04/2016	PREFERRED ALLIANCE, INC	NON-RANDOM TEST FOR RECRUITMENT	42.00
11020	11/04/2016	TRUXELL & VALENTINO	CENTENNIAL PARK PLAYGORUND PRO	15,472.65
11021	11/04/2016	AGUILAR, EDDY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	33.55
11022	11/04/2016	ANDERSON, LINDA	UTILITY BILLING CREDIT REFUND	32.54
11023	11/04/2016	BOEHM, JOHN P	UTILITY BILLING CREDIT REFUND	232.84
11024	11/04/2016	BRAR HOLDINGS INC	UTILITY BILLING CREDIT REFUND	52.83
11025	11/04/2016	BRASIL, SARAH	UTILITY BILLING CREDIT REFUND	226.06
11026	11/04/2016	CABRERA, JUAN MANUEL OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	228.43
11027	11/04/2016	CARRANZA, JOSE	UTILITY BILLING CREDIT REFUND	108.53
11028	11/04/2016	CASTILLO, MARGARITA	UTILITY BILLING CREDIT REFUND	132.90
11029	11/04/2016	CASTILLO, MARGARITA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	185.19
11030	11/04/2016	CERVANTEZ, MARGE	UTILITY BILLING CREDIT REFUND	12.09
11031	11/04/2016	CHAVEZ, RAYMOND P	UTILITY BILLING CREDIT REFUND	31.21
11032	11/04/2016	CHORBADJIAN, HAGOP	UTILITY BILLING CREDIT REFUND	292.98
11033	11/04/2016	CHORBADJIAN, HAROUT	UTILITY BILLING CREDIT REFUND	116.15
11034	11/04/2016	CLEAR WATER PROPERTY MANAGEMENT	UTILITY BILLING CREDIT REFUND	5.41
11035	11/04/2016	CONTRERAS, KENNY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	72.19
11036	11/04/2016	CRUZ, GUSTAVO	UTILITY BILLING CREDIT REFUND	217.69
11037	11/04/2016	DAZA, MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.62
11038	11/04/2016	DUNNE, KRISTIN	UTILITY BILLING CREDIT REFUND	190.47
11039	11/04/2016	FERNANDEZ, RUT	UTILITY BILLING CREDIT REFUND	16.47
11040	11/04/2016	FRESNO MADERA PROPERTY MGMT	UTILITY BILLING CREDIT REFUND	123.20
11041	11/04/2016	FRIAS, OMAR OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	42.70
11042	11/04/2016	FRYER, CHARLES OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	188.92
11043	11/04/2016	GARCIA, JENNIFER OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	89.08
11044	11/04/2016	GARNER, BARBARA	UTILITY BILLING CREDIT REFUND	102.00
11045	11/04/2016	GORDON, ROBERT HARRY	UTILITY BILLING CREDIT REFUND	68.92
11046	11/04/2016	H T BROOKS COUNTRY WAFFLE	UTILITY BILLING CREDIT REFUND	1,112.31
11047	11/04/2016	HACHTMANN, SHAUN AND COURTNEY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	91.48

11048	11/04/2016	HERMAN, MORGAN	UTILITY BILLING CREDIT REFUND	132.20
11049	11/04/2016	JOAN MENDOZA FAMILY TRUST	UTILITY BILLING CREDIT REFUND	1,526.50
11050	11/04/2016	JOSEPH CROWN	UTILITY BILLING CREDIT REFUND	342.92
11051	11/04/2016	KEITA, INEDA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.24
11052	11/04/2016	KIMURA, ROBERT	UTILITY BILLING CREDIT REFUND	223.30
11053	11/04/2016	KOLB, JONI	UTILITY BILLING CREDIT REFUND	88.32
11054	11/04/2016	LEYVA GONZALEZ, MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	196.30
11055	11/04/2016	LMANNSH LLC C/O CHORBADJIAN HAGOP	UTILITY BILLING CREDIT REFUND	256.31
11056	11/04/2016	LOMAS, MIRANDA JEANNETTE	UTILITY BILLING CREDIT REFUND	125.01
11057	11/04/2016	LOPEZ, KAREN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	19.12
11058	11/04/2016	MANZANO, VICTOR AND GOMEZ, HUGO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	99.15
11059	11/04/2016	MARTIN, REBECCA	UTILITY BILLING CREDIT REFUND	75.30
11060	11/04/2016	MARTINEZ HERNANDEZ, ANDRES OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.86
11061	11/04/2016	MAZZONI, MARCO	UTILITY BILLING CREDIT REFUND	27.69
11062	11/04/2016	MEGA, TRENCHES	UTILITY BILLING CREDIT REFUND	204.48
11063	11/04/2016	MERAS, JOHN	UTILITY BILLING CREDIT REFUND	87.66
11064	11/04/2016	MOISA, VICTORIA MARIE	UTILITY BILLING CREDIT REFUND	109.51
11065	11/04/2016	MONTALVO, EMILIA	UTILITY BILLING CREDIT REFUND	63.44
11066	11/04/2016	NEWTON PROPERTY MANAGEMENT	UTILITY BILLING CREDIT REFUND	33.18
11067	11/04/2016	PEREZ, MARIA	UTILITY BILLING CREDIT REFUND	200.58
11068	11/04/2016	RAMOS, VERONICA	UTILITY BILLING CREDIT REFUND	26.65
11069	11/04/2016	RANGEL, JOSE D	UTILITY BILLING CREDIT REFUND	145.68
11070	11/04/2016	RIVERA, JUANITA JANEY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	80.29
11071	11/04/2016	RODRIGUEZ, CARMEN	UTILITY BILLING CREDIT REFUND	36.70
11072	11/04/2016	SALAS, VANESSA	UTILITY BILLING CREDIT REFUND	91.67
11073	11/04/2016	SERNA, PEDRO	UTILITY BILLING CREDIT REFUND	176.40
11074	11/04/2016	SHEIKH, KHUBAIB	UTILITY BILLING CREDIT REFUND	61.18
11075	11/04/2016	SIMMONS, CINDY OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	7.65
11076	11/04/2016	SOLIZ, CLEMENTE AND ALANIS, GABRIELA	UTILITY BILLING CREDIT REFUND	68.89
11077	11/04/2016	TUNE, GARY AND PAM	UTILITY BILLING CREDIT REFUND	51.04
11078	11/04/2016	TUNE, GARY AND PAM	UTILITY BILLING CREDIT REFUND	51.41
11079	11/04/2016	TURNER, JAMES	UTILITY BILLING CREDIT REFUND	58.69
11080	11/04/2016	US FOOD CORP	UTILITY BILLING CREDIT REFUND	326.90
11081	11/04/2016	VARELA, OLIVIA	UTILITY BILLING CREDIT REFUND	150.55
11082	11/04/2016	VILLASANO, MIGUEL AND NERI, STEPHANIE	UTILITY BILLING CREDIT REFUND	112.75
11083	11/04/2016	VUOLA, SCOTT	UTILITY BILLING CREDIT REFUND	226.64
11084	11/04/2016	WAI CHUEN HO	UTILITY BILLING CREDIT REFUND	168.95
11085	11/04/2016	WILLIAMS DDS JOHN	UTILITY BILLING CREDIT REFUND	53.75
11086	11/04/2016	UNION PACIFIC RAILROAD	OLIVE AVE WIDENING PLAN REVIEW	732.92
11087	11/04/2016	VERIZON WIRELESS	CITY CELL PHONE CHARGES SEP 11- OCT 10	6,150.15
11088	11/04/2016	YAMABE & HORN ENGINEERING	PLAN CHECK- MADERA ELEMENTARY SCHOOL	3,765.00
11089	11/04/2016	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	33.46
Bank # 1 - Union Bank General Account Total				1,986,048.98

REPORT TO CITY COUNCIL

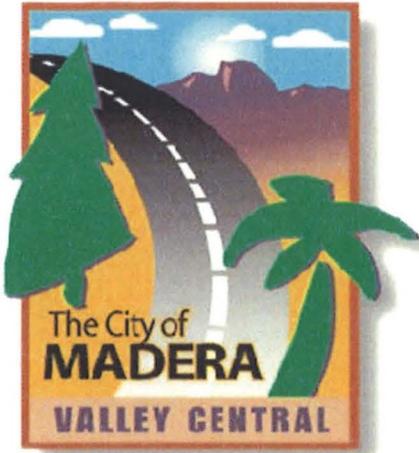
MEETING DATE: November 16, 2016

AGENDA ITEM NUMBER: B-3

Approved By:


PUBLIC WORKS DIRECTOR

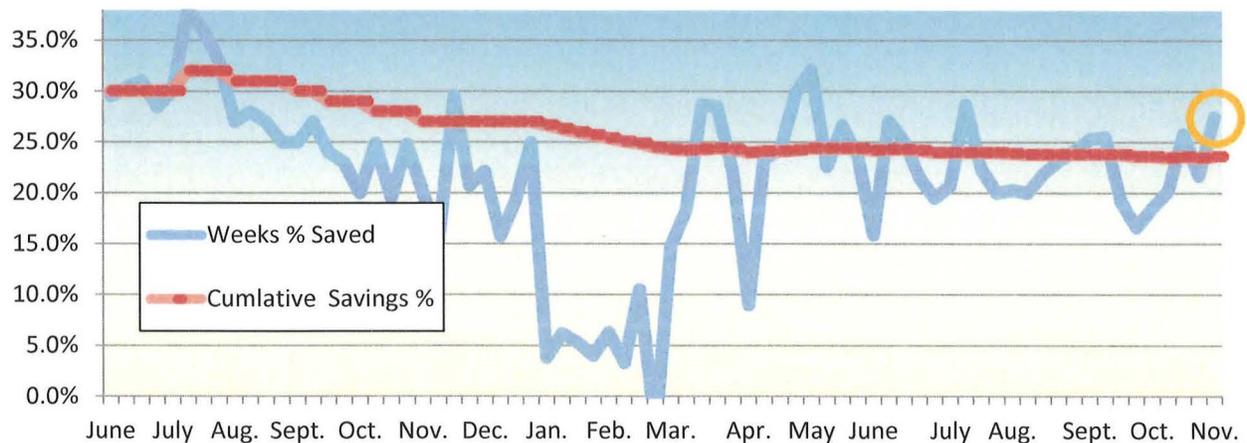

CITY ADMINISTRATOR



SUBJECT: Weekly Water Conservation Report for November 1st thru November 6th.

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

SUMMARY/ DISCUSSION: The City's water conservation rate was up from 25% last week to 27.5% this week, as illustrated in the graph below. This is somewhat higher than last October, and is likely due to the cool weather and previous rains. Below is the most current water conservation data.



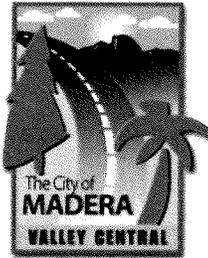
	Enforcement		
Public Contacts	115	1st offenses (\$75)	15
Verbal warning	0	2nd offenses (\$250)	1
Correction Notices	30	3rd or more offense (\$500)	0

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

Approved By

Department Director

City Administrator

Council Meeting of November 16, 2016

Agenda Item Number B-4

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT PURSUANT TO A REQUEST BY PACIFIC GAS AND ELECTRIC (PG&E) FOR CITY OF MADERA TO RELOCATE A FIRE HYDRANT AT CLEVELAND AVENUE AND "D" STREET AT PG&E EXPENSE

RECOMMENDATION:

That the City Council approves Resolution No. 16-_____:

1. Approving the Agreement with Pacific Gas and Electric Company
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

Pacific Gas and Electric Company (PG&E) has requested that the City of Madera enter into an agreement with them that will allow for the relocation of a fire hydrant that was taken out of service during the course of hydrostatic testing on one of their gas mains located within City of Madera street right-of-way. Under the terms of this agreement, PG&E would reimburse the City of Madera for the cost of such location as well as the estimated costs of the City contracting with and paying a contractor of PG&E's selection. The purpose of this agreement is to accelerate relocation of the fire hydrant over that which PG&E can perform given corporate guidelines which tend to delay such repairs on non-PG&E facilities.

DISCUSSION:

During the course of Pacific Gas and Electric Company's (PG&E) hydrostatic testing project, they uncovered a pipe connection to a fire hydrant that was only one-inch away from PG&E's gas line. Under their standards, this is considered an infraction and must be corrected; meaning the separation must be increased to a minimum of 12-inches. As PG&E describes their policies, they would need to pre-qualify any contractor in accordance with PG&E procedures before that contractor could make any repairs to the water line. This process has been estimated to take approximately 12-months. Because they have worked with other California agencies such as cities in the past to perform such repairs, they requested the consideration by the City of Madera. After appropriate review of PG&E's request, staff does believe this can be accomplished and can support PG&E's request. Notwithstanding staff's recommendation on this particular matter, this should not be viewed by PG&E

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or other third parties as an on-going acknowledgement of the City's willingness to perform such repairs in the future as this effort does have a negative impact on staff's ability to focus on other activities.

It should also be recognized that even though staff believes there is a relatively low risk that the City may experience costs that are not covered by PG&E, such a risk does exist. This is because the agreement, while it provides for additional contingency costs, does still set a limit. Construction is rarely exactly as it is anticipated. As such, contingencies are designed to accommodate for unexpected changes. Staff considers the risk relatively low based on conversation with the contractor in which the cost estimate was again affirmed and the size of the contingency being closer to 25% rather than a more standard 10%

FISCAL IMPACT:

As structured, it is not anticipated that the General Fund or any other City fund would be negatively impacted by this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This effort neither supports nor contradicts any of the actions contained within the Vision Plan.

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PACIFIC GAS AND ELECTRIC (PG&E) FOR CITY OF MADERA TO RELOCATE A FIRE HYDRANT AT CLEVELAND AVENUE AND "D" STREET AT PG&E EXPENSE

WHEREAS, the City of Madera has agreed to the request by PG&E to hire their selected contractor and manage construction for the purposes of relocating a fire hydrant and PVC water main (the Project); and

WHEREAS, the funding for such relocation will be provided by PG&E; and

WHEREAS, the contractor, West Valley Construction, selected by PG&E has the professional skills and experience to perform the necessary services; and

WHEREAS, the Agreement with PG&E for relocation of fire hydrant and PVC water main is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Agreement to relocate fire hydrant and PVC water main located at Cleveland Ave. and D Street, Madera, PG&E Project: T-1030 Location O with Pacific Gas and Electric Company for an estimated amount of \$28,960, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *



*Pacific Gas and
Electric Company*

November 16, 2016

City of Madera
205 West Fourth Street
Madera, California 93637

Re: Agreement to relocate fire hydrant and PVC water main
located at Cleveland Ave. and D Street, Madera
PG&E Project: T-1030 Location O

Dear Sir/Ma'am,

During the Pacific Gas and Electric Company (PG&E) Hydrostatic pressure test T-1030 Location O of Line 118A, it was discovered that a PVC water line and fire hydrant was within one inch of the gas transmission line. The infraction is located at the northwest corner of E. Cleveland Avenue and N. D Street, Madera.

The minimum clearance required from a transmission gas line is 12 inches. The water line and fire hydrant must be relocated at least 12 inches away from the gas line for safe operation and maintenance of both the gas transmission line and water facilities.

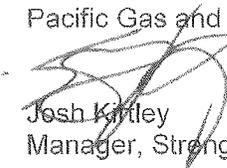
PG&E T-1030 Project Manager has received a bid from West Valley Construction to relocate the fire hydrant and PVC water main for the amount of \$22,050.00. PG&E has selected West Valley Construction to perform such work but finds that it must reimburse the City of Madera directly for the costs of such work rather than entering into a contractual agreement with West Valley Construction. As such, the City of Madera hereby agrees to issue an encroachment permit to West Valley Construction and agrees to pay West Valley Construction using funds received directly from PG&E upon execution of this agreement. PG&E agrees to further reimburse City for its administrative costs associated with the work, in an amount not to exceed \$1,500 as well as any unforeseen construction costs uncovered during the construction in an amount not to exceed \$5,410. The City will invoice PG&E for such administrative costs and provide reasonable supporting documentation.

West Valley Construction will obtain an encroachment permit from the City of Madera agreeing to all standard requirements contained thereon. On that basis, the City of Madera shall not be required to indemnify, defend, protect and hold PG&E and its officers, directors, and employees harmless against any claims, loss, demands, damages, costs, and liability, including any physical injury to persons and property damage, caused in any way by City of Madera or their Representatives in its performance of City of Madera activities.

Please acknowledge your acceptance of this agreement by signing and dating below.

Thank you for your cooperation.

Pacific Gas and Electric Company

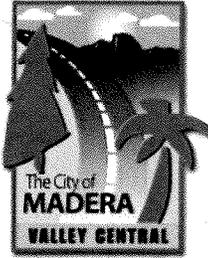

Josh Kintley
Manager, Strength Test Program

City of Madera

—
By: _____

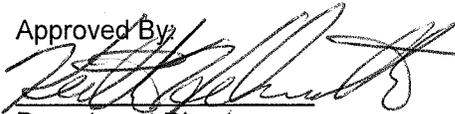
Title: _____

Date _____



REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of November 16, 2016
Agenda Item Number B-5


For City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD ENGINEERING GROUP INC., DBA PROVOST & PRITCHARD CONSULTING GROUP, FOR PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES TO PREPARE THE ENVIRONMENTAL DOCUMENTS FOR REPAIR AND REHABILITATION OF CITY OF MADERA BRIDGE NUMBERS 41C0043 AND 41C0155, FEDERAL PROJECT NO. BPMP 5157 (104), CITY PROJECT NO. B-000004

RECOMMENDATION:

That the City Council adopt Resolution No. 16-_____:

1. Approving the Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group
2. Authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group is to provide Professional Environmental Planning services that will include preparation of the environmental documents for two City-owned Bridges (Project), in compliance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) requirements.

The total amount of the agreement is \$25,618 that includes \$6,290 for the preparation of the Preliminary Environmental Study (PES) and CEQA reports, \$14,328 for optional environmental planning services that will include additional technical studies that may be required after Caltrans review of the PES, as described in the Scope of work, and \$5,000 for extra services subject to City Engineer approval. The project is included in the 2016/17 City Budget. The

Engineering

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Professional Environmental Services will be funded with Bridge Preventive Maintenance Program funds and Local Transportation Funds (LTF).

DISCUSSION:

Every two (2) years, Caltrans Bridge Inspectors conduct an inspection of City Bridges and sends a copy of the Bridge Inspection Report (BIR) to City. The BIR includes various information regarding the condition of the Bridges at the time they were inspected. Additionally the BIR also includes work recommendations ranging from scour protection, erosion control, re-painting of Bridge members, and replacement of Bridge components.

Recommended work mentioned on the BIR includes the following Bridges:

1. Bridge No. 41C0043 at Gateway Dr. by Fresno River: Removal of dirt, patch spalled areas, remove rust, and apply paint coating to steel piles, backfill steel piles at Bents 7 and 9, and backfill eroded areas to provide scour protection.
2. Bridge No. 41C0155 at Clark St. by MID Canal: Remove and replace timber stringers and cross bracings, remove and reinstall Bridge railing, saw-cut, remove and repave asphalt concrete, provide scour protection at Abutment 3, and prepare As-built plans.

The City of Madera solicited proposals from qualified firms for Environmental Planning services to prepare the Environmental documents for the two (2) Bridges listed above.

A Request for Proposal (RFP) for Professional Environmental Services was sent to four firms that were selected from the Engineering Division maintained list of qualified Consultants. Proposals were received from Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, Alphabiota, Compliance Solutions, Inc. and Ultra Systems.

A Selection Committee consisting of three City Engineering staff members reviewed, evaluated and ranked the proposals based on key personnel related project experience, similar project experience, approach to work tasks/schedule, and manpower/fee proposal. Provost and Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group received the highest ranking.

Staff is hereby recommending that Council approve the agreement for such services with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group.

The agreement provides all services necessary for the preparation of the required CEQA/NEPA compliant documents for the two Bridges, subject to approval by Caltrans. The environmental analysis of the Project includes an Environmental Initial Study Checklist (IS), and the completion of the most recent version of the Caltrans Preliminary Environmental Study (PES) form.

Information included in the approved IS/PES form shall be utilized to determine if additional environmental planning services are required.

The two (2) Bridges listed above are included in the 2016/17 Capital Improvement Program with funding to be provided with BPMP and LTF.

FISCAL IMPACT:

There is no fiscal impact to the City's General Fund. Funding for these professional services is included in the 2016/17 City Budget. The Environmental Services will be funded with Bridge Preventive Maintenance Program (BPMP) and funds, and Local Transportation Fund (LTF), Account Numbers 5580-5126 and 5830-5126 (MAIS), Org numbers 41705730 and 42005330, Object number 7050 (Tyler/Munis) respectively.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Strategy 126: Supports clean, safe and attractive streets to accommodate traffic.

RESOLUTION NO. 16-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH PROVOST AND PRITCHARD ENGINEERING GROUP INC., DBA PROVOST & PRITCHARD CONSULTING GROUP, FOR PROFESSIONAL ENVIRONMENTAL PLANNING SERVICES TO PROVIDE ENVIRONMENTAL DOCUMENTS FOR THE REPAIR AND REHABILITATION OF CITY OF MADERA BRIDGE NUMBERS 41C0043 AND 41C0155, FEDERAL PROJECT NO. BPMP 5157 (104), CITY PROJECT NO. B-000004

WHEREAS, the City of Madera owns and maintains six (6) Bridges along the Fresno River; and

WHEREAS, these six (6) Bridges are inspected bi-annually by Caltrans, and a Bridge Inspection Report (BIR) is submitted to the City with recommendations for various repair and maintenance work; and

WHEREAS, Bridge numbers 41C0043 and 41C0155 have deficiencies as reported on the BIR and need to be repaired and/or rehabilitated; and

WHEREAS, environmental services by a professional firm is required to prepare the environmental documents before final design work can proceed; and

WHEREAS, Provost and Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group has the professional skills to perform the necessary professional environmental services and City desires to hire Provost and Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group; and

WHEREAS, the funding for repair and rehabilitation work on the two Bridges is included in the 2016/17 Budget; and

WHEREAS, the Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group for such professional environmental services is recommended for approval and a copy of such agreement is on file in the Office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Agreement with Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, for environmental planning services in an amount not to exceed \$25,618, a copy of which is on file in the Office of the City Clerk and referred to for particulars is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

AGREEMENT WITH PROVOST & PRITCHARD ENGINEERING GROUP INC., DBA PROVOST & PRITCHARD CONSULTING GROUP, FOR ENVIRONMENTAL PLANNING SERVICES TO PREPARE THE ENVIRONMENTAL DOCUMENTS FOR REPAIR AND REHABILITATION OF CITY OF MADERA BRIDGE NUMBERS 41C0043 AND 41C0155, FEDERAL PROJECT NO. BPMP 5157 (104), CITY PROJECT NO. B-000004

This Agreement made and entered into this 16th day of November, 2016, between the City of Madera a municipal corporation of the State of California, hereinafter called "CITY", and Provost & Pritchard Engineering Group Inc., dba Provost & Pritchard Consulting Group, located in Fresno, CA, hereinafter called "CONSULTANT".

WITNESSETH

WHEREAS, CITY plans to repair and rehabilitate City-owned Bridges at various locations in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY needs professional environmental planning services to prepare the Environmental Documents for the project; and

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

WHEREAS, CITY desires to hire CONSULTANT for such environmental services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional environmental planning services as set forth herein. 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 set forth in the "Project Work Plan Tasks & Deliverable Schedule", EXHIBIT A, attached hereto and incorporated herein

by reference. CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with 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 Project/Manpower/Schedule, EXHIBIT B, attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Services is \$6,290. It is understood and agreed by both parties that items listed as optional in Exhibit "B" in the amount of \$14,328.40 may be eliminated based on need and this will reduce the base fee. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee as shown in EXHIBIT B. City and Consultant agree on the hourly rates shown in EXHIBIT C.

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 five thousand dollars (\$5,000).

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:

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 the CONSULTANT, his agents, representatives, or employees.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG0001).
2. Insurance Service Office form number CA 0001 (Ed. 10/01) covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions liability insurance appropriate to the consultant's profession. CONSULTANT'S coverage is to be endorsed to include contractual liability.

B. Minimum Limits of Insurance

CONSULTANT shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Insurance: \$1,000,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors & Omissions): \$250,000 per claim and \$1,000,000 aggregate with a deductible not to exceed \$75,000, except that a higher deductible may be approved with appropriate documentation acceptable to the City's Risk Manager.

C. Deductibles and Self Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CITY, its officers, officials, employees, and designated volunteers; or the CONSULTANT shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expense.

D. Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its officers, officials, employees and designated volunteers are to be covered as additional insureds with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts or equipment furnished in connection with such work or operations or automobiles owned, leased, hired or borrowed by the CONSULTANT. General liability coverage shall be provided with the following endorsement forms: 1) CG 20 10 and 2) a CG 20 37, or substitute forms with equivalent language and coverages.

2. For any claims related to this project, the CONSULTANT'S insurance coverage shall be primary insurance as respects the CITY, its officers, officials, employees and designated volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees or designated volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute to it.

3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.

4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

E. Acceptability of Insurers

CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by the CITY or on other than the CITY'S forms provided those endorsements conform to CITY requirements. All certificates and endorsements are to be received and approved by the CITY before work commences. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

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

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

11. TIME OF COMPLETION:

A. Based on a Notice to Proceed date of November 30, 2016 CONSULTANT shall complete the work described in EXHIBIT B and as per Project Timeline based on Exhibit A, Project Manpower 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. ASSURANCE STATEMENT:

CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this agreement. Failure by the CONSULTANT to carry out these requirements is a material breach of this

agreement, which may result in the termination of this agreement or such other remedy as CITY deems appropriate. Each sub consultant contract signed by the CONSULTANT must include this assurance.

14. DISADVANTAGED BUSINESS ENTERPRISE (DBE):

Caltrans Local Assistance Procedures Manual ("Caltrans Manual") Exhibits 10-01 and 10-02 are incorporated and made part of this AGREEMENT, by attachment.

Wherever Exhibits 10-01 or 10-02 refers to "Contractor" or "Contract", it shall also mean CONSULTANT and AGREEMENT, respectively. Also, "Agency" refers to CITY.

CITY has determined that for design of this project, there will be no goal for DBE's.

During the period of this AGREEMENT, CONSULTANT shall maintain records of all applicable subcontracts advertised and entered into germane to this AGREEMENT, documenting the opportunity given to DBEs to participate in this AGREEMENT, actual DBE participation, and records of materials to be purchased from DBE suppliers. Such documentation shall show the name, business address, and DBE certification number of each DBE sub consultant or vendor.

Even if there is no DBE participation to report, CONSULTANT shall submit a completed Caltrans Manual Exhibit 10-01 to the CITY before November 16, 2016, the date scheduled for City Council award of agreement. Upon completion of the AGREEMENT, CONSULTANT shall complete Caltrans Manual Exhibit 10-02 Consultant Contract DBE Commitment form, certified correct by CONSULTANT, and submit it to the City.

15. 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.

16. 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 contractors, in performing or failing to perform any work, services or functions under this Agreement.

17. RESPONSIBILITY FOR OTHERS:

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 benefits to others unrelated to CITY or to this Agreement.

23. 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.

24. 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.

25. 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.

26. 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.

27. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee of that party or, in lieu 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
Attention: City Engineer

CONSULTANT

Provost & Pritchard Engineering Group Inc., dba
Provost & Pritchard Consulting Group
286 West Cromwell Avenue
Fresno, CA 93711

28. 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

PROVOST & PRITCHARD CONSULTING GROUP

By: _____
Robert L. Poythress, Mayor

By: _____
Donald Ikemiya, PE, Vice President

942187078
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

Exhibit A

Work Plan

While it is understood that each of the two identified projects may require flexibility and modification of activities, Provost & Pritchard proposes to follow essentially the same path for completion of the documentation for each of the two projects as detailed below.

Kickoff Meeting

Provost & Pritchard will meet with City of Madera staff to discuss each of the two projects and to receive any relevant background documents and information. We expect that a single meeting addressing all two projects will be sufficient, although Provost & Pritchard planning staff will be available for consultation via phone or email throughout the duration of each project.

Preliminary Environmental Study Form Preparation

Provost & Pritchard will prepare the PES Forms in the order that the City deems to best meet its needs. Based on input and information provided by the City, we will prepare a detailed project description for use in completing the Preliminary Environmental Investigation (PEI) Checklist and providing responses to the checklist questions. As part of the PEI Checklist, Provost & Pritchard will prepare the following attachments for each PES:

- Project Location Exhibit
- U.S. Fish and Wildlife Service (USFWS) species list
- GeoTracker hazardous site printout
- Caltrans Visual Impact Assessment checklist
- FEMA FIRMetete flood zone map

Additional Technical Studies

Until Caltrans has reviewed a completed PES Form and provided comments, it is unknown whether additional studies will be required to provide further analysis of a particular impact area. Upon receipt of comments indicating that one

or more technical studies are needed, Provost & Pritchard will confer with the City to determine the best course of action.

The following descriptions are the anticipated work plans for the completion of biological and cultural technical studies. If in the review of the PES Caltrans determines that these additional technical studies are required the following work plans will be implemented upon authorization to proceed from the City.

Biological Technical Study Work Plan:

Provost & Pritchard has teamed with Live Oak Associates (LOA) for the completion of the biological technical study work plan.

- Task 1.0 – Biological Evaluation
 - **Task 1.1 – Review of Existing Information.** For each project area, LOA will review existing sources of information prior to conducting fieldwork. The focus of this effort will be to collect any information relevant to sensitive biotic habitats (i.e. wetlands), special status plants and animals (i.e. state and federally listed threatened and endangered species, etc.), critical habitat, and other unique biotic resources known to occur in the vicinity of the project sites. Sources of information will include (but not be limited to) technical studies related to biological resource issues of the project vicinity, planning documents related to the project vicinity, the most recent version of the California Natural Diversity Data Base, the California Native Plant Society Inventory of Rare and Endangered Vascular Plants of California, U.S. Fish and Wildlife Service species list for the area, and various other studies prepared for properties in the immediate vicinity.
 - **1.2 Field Surveys.** Field surveys for sensitive biotic resources will be conducted within and adjacent to each project area. This work would be conducted at a level of effort sufficient to: 1) verify the

information gathered in Task 1.0; 2) identify existing biotic resources (i.e. habitats, component plants and animals, special status plant and animal species, etc.) of the study area; 3) discuss the regulatory constraints associated with development in areas of known wetlands, or other habitats suitable for threatened or endangered species; and 4) identify planning alternatives that would be expected to minimize any regulatory constraints to site development.

- **1.3 Biological Evaluation Reports.** A single biological evaluation report will be prepared that covers both project sites. Or, if required by Caltrans, this report can be prepared as an NES, in accordance with the Caltrans report template. The report would identify the biotic habitats within the project areas and their constituent plant and animal species. The report will document the findings of the surveys described under Task 1.2 above. Any other habitat suitable for state and federally listed threatened and endangered species will also be addressed. Project impacts to sensitive biological resources will be identified and evaluated according to CEQA and NEPA requirements. Mitigation measures will be proposed for any adverse environmental impacts. The report will also discuss the implications of state and federal regulations that could affect project construction. If sensitive biotic resources are absent from the project sites, the report will so state. The report will be illustrated with photographs that document site conditions at the time of the field surveys. Accompanying the report will be maps appropriate for identifying the sites' locations and the location of sensitive biotic resources on each site.

Additive Tasks (if necessary)

Depending on the nature and acreage of the impacts at each bridge site, and the habitats present, permitting and preconstruction surveys may be required in addition to Task 1.0 above. Following is a brief description of these potential tasks. These tasks would be completed only if deemed necessary.

- Task 2.0 – Delineations of Waters of the U.S.
 - **2.1 Review of Existing Information.** LOA would review background information relevant to the

delineation of jurisdictional waters for each project area. This information would include soils maps, U.S. Fish and Wildlife National Wetland Inventory map (if available), U.S. Geological Survey (USGS) topographic maps, aerial photographs and any available information regarding site history.

- **2.2 Field Surveys and Preparation of Draft Maps.** At the same time as the field surveys described in Task 1.2, an LOA wetland biologist would delineate potentially jurisdictional waters in each project area. This work would be completed according to U.S. Army Corps of Engineers (USACE) guidelines, which include the Arid West Supplement and Rapanos Guidance, and the 1987 Corps of Engineers Wetlands Delineation Manual. Soils, hydrology, and vegetation data would be gathered at selected observation locations. All data would be entered on datasheets modeled after those developed for use by the U.S. Army Corps of Engineers. All sample points would be identified on each wetland delineation map and keyed to the appropriate datasheets. Color photographs would be taken at each observation location. All water boundaries would be mapped using a GPS unit with sub-meter accuracy in accordance with guidelines acceptable to the U.S. Army Corps of Engineers and plotted on an appropriate base map.

The delineations would meet the submission standards of the USACE for a preliminary jurisdictional determination. All GPS coordinates would be provided to the project engineers for plotting on the site maps and construction drawings.

- **2.3 Reports of Findings.** A separate technical jurisdictional waters investigation report would be prepared for each project area. The reports shall include the following sections: executive summary, introduction, methods, results, and appropriate appendices. The appendices shall include all datasheets and soils information. Included with the reports shall be the map prepared in Task 2.2. Prior to submission of the reports to the USACE, LOA would provide a copy of the report to the client for review and comment. After client review of the reports and maps, these documents would be ready for submittal to the USACE for purposes of review and verification.

- **Task 3.0 – Section 404 Permit**

All impacts to waters of the U.S. require a Section 404 permit from the USACE. Based on the project descriptions for each bridge, minimal, if any, permanent impacts to waters of the U.S. are anticipated. As such, one or more of the projects may qualify for a non-reporting nationwide permit. If they do not qualify for a non-reporting permit, then preparation of an application for a nationwide permit would be necessary. The application package would include completion of a Nationwide Permit Pre-Construction Notification Form that includes the wetland delineations, the project description, and a cultural resources report in compliance with Section 106 of the National Historic Preservation Act (not included in this proposal). Information for each project that would need to be provided to LOA in order to complete the permit application would include type and volume of material being discharged into waters of the U.S., project start and end times, names and addresses of adjoining landowners, and a project description that includes planview and cross sectional drawings adequately illustrating project impacts to jurisdictional waters identified on site.

LOA would coordinate with the project team to assess temporary and permanent impacts to jurisdictional waters associated with each project. The impact assessments would be based on the limits of jurisdictional waters that would be delineated under Task 2.0, which would be overlaid on the construction drawings, illustrating the limits of all impacts within the waters boundaries.

LOA would compile the reports and supporting documentation required for each Clean Water Act permit application package, and would consult with the USACE as needed to facilitate timely completion of the permitting process. No fees are required by the USACE for acquisition of Section 404 permits.

- **Task 4.0 – Section 401 Water Quality Certification Permit**

All impacts to waters of the U.S. requiring a Section 404 permit also require a Section 401 Water Quality Certification. LOA would prepare a Section 401 Water Quality Certification application package that includes both bridges, to be submitted to the Regional Water Quality Control Board (RWQCB). Each of these

packages would include the application form itself, the project description, the wetland delineation, a copy of the Streambed Alteration Agreement, the notice of determination for CEQA, a copy of the 404 Permit applications, and a check for the filing fee.

LOA would compile the reports and supporting documentation required for the Water Quality Certification application package, and would consult with the RWQCB as needed to facilitate timely completion of the permitting process. The RWQCB currently requires a fee when submitting the application, with additional fees to be assessed, based on either linear feet or acreage of wetland impact, whichever is greater.

- **Task 5 – Wildlife Surveys**

Following is a description of wildlife surveys required by Streambed Alteration Agreement No. 1600-2015-0112-R4, which would all potentially be required by Caltrans as well. Wildlife 5 surveys for the Gateway bridge were conducted on October 5. As such, this scope and budget does not include conducting wildlife surveys for this bridge. The following wildlife survey tasks are proposed only for the Clark St. MID canal bridge. These include a general pre-activity survey for special status species, a protocol-level survey for nesting Swainson's hawks, and a survey for nesting birds and raptors. Because it is not possible to know what other surveys might be required by Caltrans or other permitting agencies, we have limited our scope to the requirements of the SAA. If additional surveys, and/or bridges, are required for the project, we can prepare a new scope for those services at that time. As follows is a description of tasks required by the SAA.

- **Task 5.1 General Pre-Activity Survey for Special Status Species.** Pre-activity survey for special status species within 30 days prior to the start of each maintenance activity, would be conducted within the work area and all access routes. LOA would conduct these surveys by walking meandering transects throughout the survey area, while searching for evidence of regionally-occurring special status species including the western spadefoot, western pond turtle, burrowing owl, American badger, and San Joaquin kit fox. The search for the western spadefoot would entail inspecting inundated portions of the survey area for eggs, tadpoles,

and metamorphs, and inspecting the entrances of rodent burrows for aestivating toads. The search for the western pond turtle would entail inspecting inundated portions of the survey area for turtles. The search for the burrowing owl, badger, and kit fox would entail scanning suitable habitats of the survey area for individuals of these species, and inspecting all suitably-sized burrows for owl sign such as whitewash, cough pellets, and feathers, and badger and kit fox sign such as scat, tracks, and prey remains. LOA would mark the location of any special status species or sensitive habitats with a handheld GPS, and would delineate areas to be avoided with flagging or fencing.

If the start of work is delayed past the 30-day survey window, LOA would conduct a repeat survey at that location on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

- **Task 5.2 Protocol-Level Survey for Nesting Swainson’s Hawks.** A survey for nesting Swainson’s hawks would be conducted in accordance with the Swainson’s Hawk Technical Advisory Committee (SHTAC) 2000 Recommended Timing and Methodology for Swainson’s Hawk Nesting Surveys in California’s Central Valley, assuming repair/rehabilitation work is to take place during this species’ nesting season, defined in the Agreement as March 1 to August 31. The SHTAC 2000 guidelines prescribe three surveys within each of two survey periods immediately prior to the start of project activities. The survey periods are defined as: Period I – January to March 20, Period II – March 20 to April 5, Period III – April 5 to April 20, Period IV – April 21 to June 10, and Period V – June 10 to July 30. The guidelines recommend completing the surveys in Periods II, III and/or V, and advise against conducting surveys during Period IV due to reduced probability of detection. To complete the surveys

If work commences after August 31 and before March 1, no Swainson’s hawk surveys would be required. If work occurs during March 1 to August 31, Swainson’s hawk surveys would be necessary. In order to complete all six surveys required by the protocols, LOA would need authorization to

proceed with the Swainson’s hawk surveys by March 15, prior to the start work, and could be done with the surveys as early as April 20.

- **Task 5.3 Survey for Nesting Birds and Raptors** Surveys for nesting birds and raptors would be conducted within 30 days prior to the start of each maintenance activity, assuming work is to occur during the avian nesting season, defined in the Agreement as February 15 to August 31. The survey for nesting raptors is to be conducted within a 500-foot radius of the work area, and the survey for other nesting birds is to be conducted within a 250-foot radius of the work area. If work is to commence before August 31, LOA proposes to survey for nesting birds and raptors in conjunction with the general pre-activity survey provided for in Task 1.1. Any active nests discovered would be marked with a handheld GPS, and if accessible, would be identified in the field with brightly-colored flagging. If work occurs after August 31 and before February 15, then these surveys are not required.
- **Task 5.4 Letter Report.** The survey findings would be summarized in a letter report to be submitted to the City of Madera within three business days after the last survey date. The report would identify the boundaries of the survey area, the survey dates and times, methodologies used, and results obtained. The results section would describe existing conditions in the work area and provide details on any special status species or sensitive habitats that were observed. Also included in the report would be a brief project description, a list of recommended avoidance and minimization measures based on LOA’s survey results, a list of all terrestrial wildlife species observed during the surveys, the mapped locations of any special status species or sensitive habitats that were identified, a vicinity map, and representative photographs of the work area. The report would be suitable for submittal to CDFW if necessary.
- **Task 5.5 Optional Follow-up Surveys.** If required, LOA would conduct follow-up surveys on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

- **Task 5.6 Optional Construction Monitoring.**
If required, LOA would conduct construction monitoring on a time-and-charges basis at the hourly rate of a Senior Project Manager, or a new scope and budget can be prepared for your approval.

Cultural Technical Study Work Plan:

Provost & Pritchard has teamed with Applied Earthworks (AE) for the completion of the biological technical study work plan.

- **Task 1.0 – Records Search**
Upon receiving notice to proceed, AE will request a records search from the Southern San Joaquin Information Center (Information Center) at California State University, Bakersfield. The Information Center will review its files, base maps, and other sources to identify previously recorded archaeological and architectural sites and prior cultural resources surveys within a one-half mile radius of the project boundaries.
- **Task 2.0 – Native American Consultation**
Native American Consultation is an integral part of the Section 106 process. In addition, pursuant to the State Public Resources Code §5097.9, state and local agencies cooperate with and assist the Native American Heritage Commission (NAHC) in its efforts to preserve and protect locations of sacred or special cultural and spiritual significance to Native Americans. AE will contact the NAHC to determine whether it has information on sacred or special sites in the study area and to obtain the names and contact information of Native American representatives who may have such information. Those included on the list will be contacted by letter and telephone to request information about the study area.
- **Task 3.0 – Archaeological Survey**
AE's Associate Archaeologist and Field Technician will survey the two project areas as illustrated on the maps included in the RFP for archaeological resources. Any previously recorded and newly discovered archaeological resources will be documented using current Department of Parks and Recreation forms (DPR-523). All resources will be photographed using a digital camera, and their locations will be plotted using a Global Positioning System (GPS) unit. For budgeting purposes, however, we assume that our study will not encounter any archaeological resources—previously or newly

discovered—and have not included time or costs for the documentation of such resources.

- **Task 4.0 – Preparation of ASR and HPSR**
AE will prepare an ASR for the project according to the Caltrans' standards. The report will include the results of the record search, Native American consultation, and pedestrian survey, as well as methods and background sections.

AE will prepare an HPSR for the project according to the Caltrans' standards. The HPSR summarizes the archaeological investigation and is the primary document to demonstrate compliance with Section 106. An essential feature of the HPSR is the determination of the Area of Potential Effects, defined as the area or areas within which an undertaking may directly or indirectly affect historic properties (36 CFR 800.16 [d]). AE will confer with Caltrans' cultural resources staff to determine the archaeological APE for the project.

- **Task 5.0 – Respond to Comments.**
AE will respond to two (2) rounds of comments for the documents. This often includes consultation with the commenting agency as well as revising the documents.

CEQA/NEPA

Provost & Pritchard will prepare the anticipated Categorical Exemption for compliance with the California Environmental Quality Act (CEQA) and assist Caltrans, if needed, in the preparation of the anticipated Categorical Exclusion for compliance with the National Environmental Policy Act (NEPA).

Exhibit B

Fee Proposal

Provost & Pritchard proposes the following fee to complete the PES Form, barring the need for additional technical studies.

		Senior Planner II <i>(Sholars)</i>	GIS Specialist III <i>(Thomas)</i>	Senior Planner III <i>(O'Neal)</i>
	Hourly Rates	\$138	\$122	\$147
Task 1:	PES			
	Information Gathering	12	1	0
	Figures	0	4	0
	Draft PES	12	0	4
	Final PES	6	2	2
	CEQA/NEPA	3	0	0
	<i>Task Manhours</i>	33	7	6
	<i>Task Fee Subtotals</i>	\$4,554	\$854	\$882
	TOTAL MANHOURS			46
	FEE SUBTOTALS			\$6,290

Subconsultants

The following fees are optional and will only be utilized if required by Caltrans and authorized by the City.

Applied Earthworks, Inc. (Cultural Resources)	Principal Archaeologist	Associate Archaeologist	GIS Technician	Field Technician	Publications Manager	Total
Hourly Rates	\$186.10	\$73.50	\$49.70	\$49.70	\$49.70	
Task 1 - Records Search	0	2	1	0	0	
Task 2 - Native American Consultation	1	4	0	0	0	
Task 3 - Field Survey	0	6	1	6	0	
Task 4 - Archaeological Survey Report	3	30	4	0	8	
Task 5 - Historic Property Survey Report	2	6	6	0	2	
Task 6 - Comments	1	2	2	0	2	
Task Manhours	7	50	14	6	12	89
Task Fee Subtotals	\$1,303	\$3,675	\$696	\$371	\$1,056	\$7,101
ODCs						\$593
TOTAL						\$7,694

Live Oak Associates, Inc. (Biological Investigations)	Director	Sr. Project Manager	Cartographer	Total
Hourly Rates	\$170	\$140	\$130	
Task 1 - BG	1	2	0	
Task 2 - Field Survey	0	8	0	
Task 3 - Report	3.5	25	7	
Task Manhours	4.5	35	7	46.5
Task Fee Subtotals	\$765	\$4,900	\$910	\$6,575
Mileage (\$0.54/mi)				\$54
Service Cost (10% direct expense)				\$5.40
TOTAL				\$6,634.40

Exhibit C

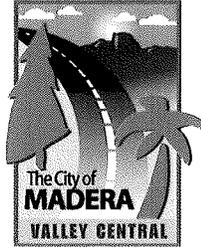
Manpower Schedule

Estimated Hours and Scheduling

We anticipate that preparation of the PES Form and coordinating environmental documentation will require approximately the following number of hours, broken down by staff type:

Staff Type	Task					Total
	Information Gathering	Figures	Draft PES	Final PES	CEQA/NEPA	
Senior Planner	12	0	16	8	3	39
GIS Specialist	1	4	0	2	0	7

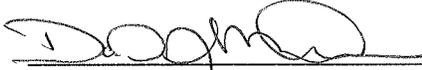
REPORT TO THE CITY COUNCIL



COUNCIL MEETING OF:
November 16, 2016

AGENDA ITEM NUMBER:
B-6

Approved By:


COMMUNITY DEVELOPMENT DIRECTOR

SUBJECT: Consideration of a Resolution Approving an Agreement for Purchase and Sale of Real Estate, Temporary Construction Easement, and Permanent Easements for the Sharon Boulevard Infrastructure Improvements, Authorizing the Mayor to Execute the Agreement on Behalf of the City, and Authorizing all Other Actions Required to Comply with the Terms of the Agreement and Accept the Subject Deed and Easements.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution taking the following actions with regard to the acquisition of real property and easements for the Sharon Boulevard Infrastructure project:

1. Approving the Agreement for Purchase and Sale of Real Property, Permanent Easements, and a Construction Easement ("the Agreement").
2. Authorizing the Mayor to execute the Agreement.
3. Authorizing the Director of Financial Services to make appropriations to the expenditure budget based on the final compensation amount per the Agreement.
4. Authorizing the payment of the final compensation amount to the Sellers pursuant to the terms of the Agreement.
5. Authorizing the City Clerk to prepare the Certificate of Acceptance for the Acquisition Instruments upon delivery of compensation to the sellers pursuant to the Agreement and City's receipt of executed Acquisition Documents from the Seller.
6. Authorizing the City Engineer to have the Acquisition Instruments recorded with the County Clerk/Recorder upon City's receipt of said Instruments and delivery of compensation to the sellers pursuant to the Agreement.

SUMMARY:

Acquisition of real property and easements from a single parcel of land is required in conjunction with the Sharon Boulevard Improvement Project. Said project involves the installation of master planned infrastructure improvements including a municipal well, a water line, and a sewer line within and adjacent to the planned alignment for Sharon Boulevard south of Avenue 17. The land to be acquired consists of a 0.55 acre well site, a 0.21 acre water line easement, a 1.06 acre sewer line easement, and a 4.94 acre construction easement. The sellers have agreed to accept the terms previously approved by the City Council.

DISCUSSION:

The Sharon Boulevard Infrastructure Improvements include the installation of sewer and water infrastructure within and adjacent to planned alignment for Sharon Boulevard south of Avenue 17. The proposed improvements are consistent with the adopted Sewer and Water Master Plans, as well as with the analysis completed for the Sharon Boulevard Plan Line report. The proposed acquisition is necessary in the near term to accommodate improvements that will be utilized by the recently approved Madera Travel Center Project. While the Travel Center will dedicate rights of way and make significant improvements within the limits of their property, the additional property which is the subject of the proposed purchase agreement is necessary to accommodate master planned infrastructure which is outside the boundaries of the Travel Center.

The proposed Agreement provides that the City will take immediate possession and gain rights of entry within the affected property upon execution of the Agreement by all parties. The City will provide compensation to the sellers on the basis of an independent appraisal to be completed and delivered to the City prior to April 1, 2017. The City's maximum costs are capped at \$327,500. In accordance with the City's historic practice, City will also pay for the cost of the independent appraisal up to \$5,000.

The Agreement provides that when the sellers develop the remainder of the subject property, they will be eligible to receive reimbursement for the majority of the street and utility improvements they are required to construct with Sharon Boulevard. The exception is that the sellers will continue to be responsible for those immediate street frontage improvements and minimal sewer and water pipe costs that are the responsibility of all individual property developers. This provision clarifies, but does not necessarily expand, the existing City policy regarding what a developer is responsible for. This clarification is reasonable, given that the Sharon Boulevard alignment lies entirely within the seller's property, and there is no other property "on the other side of the street" to share the typical development costs in the manner generally contemplated by the City's development standards.

The construction of the improvements within the proposed acquisition areas was evaluated within the Madera Travel Center environmental impact report, which was certified by the Planning Commission on August 16, 2016.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This project supports the realization of vision statements for a "Good Jobs and Economic Opportunity", in which Madera is envisioned with a strong and diverse economy, supporting the local tax base and essential community services that provide living wage opportunities for all its community members.

FISCAL IMPACT:

Acquisition costs are capped at \$327,500. Acquisition costs for the water well site and the water line easement will be expensed from the capital improvements component of the Water Fund. Remaining easement costs are recommended to be initially expensed from the Industrial/Economic Development Reserve Fund, to be paid back as development impact fees and connection fees within the appropriate categories are available. The proposed resolution would direct staff to make a budget appropriation based on the final amounts set for the acquisition pursuant to the agreement.

RESOLUTION NO. 16-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE AND EASEMENTS IN CONNECTION WITH THE SHARON BOULEVARD INFRASTRUCTURE PROJECT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY, AND AUTHORIZING ALL OTHER ACTIONS REQUIRED TO COMPLY WITH THE TERMS OF THE AGREEMENT AND ACCEPT THE SUBJECT DEED AND EASEMENTS

WHEREAS, the City of Madera has undertaken the Sharon Boulevard Infrastructure Project “the Project” in accordance with the City’s adopted Sewer and Water Master Plans; and

WHEREAS, the Project involves the installation of master planned infrastructure improvements including a municipal well, a water line, and a sewer line within and adjacent to the planned alignment for Sharon Boulevard south of Avenue 17; and

WHEREAS, the Project is necessary in the near term to accommodate an approved development project which relies on the master planned infrastructure improvements within the Project for service; and

WHEREAS, the Project requires the acquisition of a 0.55 acre well site, a 0.21 acre water line easement, a 1.06 acre sewer line easement, and a 4.94 acre construction easement from a single parcel located along the planned alignment for Sharon Boulevard (“the acquisition areas”) to construct and install the subject improvements; and

WHEREAS, the property interest to be acquired is more specifically described in the legal descriptions included in the Agreement for Purchase and Sale of Real Estate, Temporary Construction Easement, and Permanent Easements for the Sharon Boulevard Infrastructure Improvements (“the Agreement”); and

WHEREAS, the property owners of record, as listed in the Agreement, have offered for sale to the City of Madera the interest in real property necessary for the construction of the Project; and

WHEREAS, the City and Sellers have agreed upon the terms of acquisition and fair compensation, which are identified within the Agreement; and

WHEREAS, the construction of the Project improvements within the acquisition areas was evaluated within the environmental impact report prepared for the Madera Travel Center development, which was certified by Planning Commission of the City of Madera on August 16, 2016; and

WHEREAS, the Agreement; grant deed, permanent easements, and construction easements recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Agreement for Purchase and Sale of Real Estate, Temporary Construction Easement, and Permanent Easements for the Sharon Boulevard Infrastructure Improvements, a copy of which is on file in the Office of the City Clerk and referred to for particulars, and accepts the Grant Deed, Temporary Construction Easement and Permanent Easements.
3. The Mayor is authorized to execute the Agreement.
4. The Director of Financial Services is directed to amend the Fiscal Year FY 16/17 Budget to make appropriations for the final compensation amount per the Agreement, up to the following amounts: a) maximum of \$65,500 from the water fund; b) maximum of \$262,000 from the Economic/Industrial Development General Fund Designation.
5. Payment of the final compensation amount to the Sellers pursuant to the terms of the Agreement is hereby authorized.
6. The City Clerk is authorized to prepare the Certificate of Acceptance for the Acquisition Instruments upon City's receipt of said Instruments and delivery of compensation to the sellers pursuant to the Agreement.
7. The City Engineer is authorized to have the Acquisition Instruments recorded with the County Clerk/Recorder upon City's receipt of said Instruments and delivery of compensation to the sellers pursuant to the Agreement.
8. This resolution is effective immediately upon adoption.

* * * * *

PROJECT: Sharon Boulevard, s/o Avenue 17

OWNERS: Edward J. McIntyre & Gail Hanhart McIntyre and Adamas, LLC

MAILING ADDRESS: 5545 N. Fresno Street, Suite 214, Fresno, CA 93710

SITUS: APN: 038-040-004

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE, TEMPORARY
CONSTRUCTION EASEMENT, AND PERMANENT EASEMENT

Edward J. McIntyre & Gail Hanhart McIntyre, as to an undivided one-half interest and Adamas LLC, as to an undivided one-half interest, hereinafter collectively called the "SELLERS", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder collectively referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as follows:

a. a fee interest in all of that real property as described in Exhibits "A-1" and "B-1" attached hereto and incorporated herein by reference consisting of 24,172 sq. feet or .55 acre for use as a well site;

b. an easement and right-of-way for, and the right to construct, maintain, operate, replace, remove, or enlarge water supply pipeline and appurtenant structures in, upon, over, and across that certain real property situated in said City of Madera and more particularly described in Exhibits "A-2" and "B-2" attached hereto and incorporated herein by reference consisting of 9,257 sq. feet or .21 acre;

c. an easement and right-of-way for, and the right to construct, maintain, operate, replace, remove, or enlarge sanitary sewer and appurtenant structures in, upon, over, and across that certain real property situated in said City of Madera and more particularly described in Exhibits "A-3" and "B-3" attached hereto and incorporated herein by reference consisting of 46,368 sq. feet or 1.06 acre; and

d. a temporary construction and access easement in, upon, over, under, and across that certain real property situated in said City of Madera and more particularly described in Exhibits "A-4" and "B-4" attached hereto and incorporated herein by reference consisting of 215,021 sq. feet or 4.94 acres, including the right during construction of CITY'S construction project to use the above described temporary construction and access easement, and for purposes incidental to the construction of CITY'S construction project. The right to use shall cease and be terminated at such time as the construction is completed and a Notice of Completion is filed and Recorded at the Madera County Recorders' office by CITY.

2. The purchase price for the Offered Property shall be the sum equal to the lesser of the amount identified on an appraisal to be obtained by SELLERS or One Hundred Thousand Dollars (\$100,000) per acre up to a maximum amount of Three Hundred Twenty-Seven Five Hundred Thousand Dollars (\$327,500) as just compensation therefor for Offered Property. The appraisal shall be obtained by SELLERS and provided to CITY no later than April 1, 2017.

CITY will pay for the actual reasonable costs of said appraisal up to \$5,000 subject to the following conditions:

a. SELLERS, not CITY, must order the appraisal. Should SELLERS enter into a contract with the selected appraiser, CITY will not be a party to the contract.

b. The selected appraiser must be licensed with the Office of Real Estate Appraisers (OREA).

c. The appraisal must be a single report for all of the same easements and parcels included in the CITY'S Appraisal Report.

d. Appraisal cost reimbursement requests must be made in writing, and submitted to the City of Madera, Engineering Department, 205 W. Fourth Street, Madera, CA 93637 within 90 days of the earliest of the following dates: (1) the date the selected appraiser requests payment from SELLERS for the appraisal; or, (2) the date upon which SELLERS, or someone on SELLERS' behalf, remitted full payment to the selected appraiser for the appraisal. Copies of the contract (if a contract was made), appraisal report, and invoice for completed work by the appraiser must be provided to the City Engineering Department with submission of the appraisal cost reimbursement request. The costs must be reasonable and justifiable.

3. SELLERS represent and warrant that they have the authority to make the offer herein made, and that they hold fee title to the Offered Property.

4. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLERS and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. CITY shall pay the sums specified in Clause 2 of this Agreement upon receipt and recording of the Deeds.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions and subject to the limitations of this Agreement.

5. SELLERS warrant that there are no tenants on the Offered Property pursuant to any lease agreement.

6. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, restore, remove, and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, if any, from said date.

7. SELLERS grant to the CITY, its permittees, contractors, agents or assigns, a right to enter upon, over, across, and under SELLERS' property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvement and to accomplish all necessary incidental items thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

8. SELLERS intend to develop the remainder of parcel no. APN: 038-040-004 which remainder is not being conveyed herein. CITY and SELLERS agree as follows as to such future development of said remainder:

a. The owner/developer of the property at the time of development shall be responsible for constructing any portion of the full 120' arterial street section, and all sewer, water and storm drainage facilities master planned for Sharon Boulevard along the subject property frontage, to the extent same have not been constructed or do not meet CITY standards at the time of development;

b. The owner/developer of the property shall be responsible for only those costs associated with the eastern-most travel lane and bike lane, plus the street appurtenances abutting and adjacent to the eastern-most travel lane and bike lane including curb, gutter, sidewalk, street lights, fire hydrants and park strip. Developer shall also be responsible for one-half the cost of the installation of an 8" sewer and 8" water line. Owner/developer shall be eligible to receive reimbursement for all costs of remaining improvements which are considered "oversized"; and

c. Reimbursements will be made subject to a reimbursement agreement entered into at the time of development, but in no case shall the improvements eligible for reimbursement be less than those specified in this section.

9. The obligation of CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is the sole expense of CITY.

10. Time is of the essence of each and every term, condition, and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLERS and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____.

CITY OF MADERA

By: _____
Robert L. Poythress, Madera

APPROVED AS TO FORM

By: _____
Brent Richardson, City Attorney

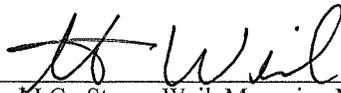
ATTEST:

By: _____
Sonia Alvarez, City Clerk

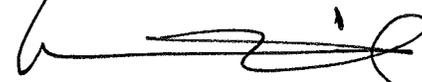
SELLERS

By: _____
Edward J. McIntyre

By: _____
Gail Hanhart McIntyre

By: 

Adamas, LLC - Steven Weil, Managing Member

By: 

Adamas, LLC - Martin Weil, Managing Member

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

No Fee Due _____

APN: 038-040-004

No Doc Tax Due _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **EDWARD J. MCINTYRE AND GAIL HANHART MCINTYRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST AND ADAMAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED ONE-HALF INTEREST, DO HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

The real property for public utility, water well and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: _____

Date: _____

By: _____

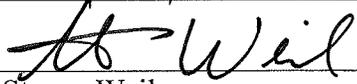
Edward J. McIntyre

By: _____

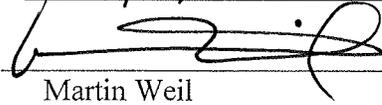
Gail Hanhart McIntyre

Date: 11/9/16

Date: 11/9/16

By: 

Steven Weil

By: 

Martin Weil

NOTARY ACKNOWLEDGMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of FRESNO)
On Nov. 09, 2016 before me, Helen Heath, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven Weil and Martin Weil
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Helen Heath
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Grant Deed
Document Date: 11-9-16 Number of Pages: 3
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 'A-1'

Lane Engineers, Inc. Job No. 14271
September 9, 2016

Well Site

That portion of the SE1/4 of the NE1/4 of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Beginning at the southwest corner of Parcel 1 as described by deed recorded as Document No. 2010-022316, M.C.R.;

thence N89°44'49"E 168.28 feet along the north line of said SE1/4 to a point on a non-tangent curve concave to the northeast having a radius of 860.00 feet, a radial line through which point bears S76°07'58"W;

thence southeasterly 460.62 feet along said curve through a central angle of 30°41'16" to a point on the easterly right of way of the Union Pacific Railroad;

thence N44°33'18"W 556.44 feet along said easterly right of way to the POINT OF BEGINNING.

CONTAINING 24,172 square feet or 0.55 acres, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.



PARCEL 1
DOC. NO. 2010-022316, M.C.R.
APN 013-240-003

POINT OF BEGINNING

N89°44'49"E 168.28

S76°07'58"W (R)

NORTH LINE OF THE SE $\frac{1}{4}$ OF
THE NE $\frac{1}{4}$ OF SECTION 10

WELL SITE

L=460.62, Δ=30°4'16", R=860.00, T=235.98

N44°33'16"W 556.44

APN 038-040-004

S45°28'42"W (R)

SE $\frac{1}{4}$ NE $\frac{1}{4}$ SEC. 10-11-17

UNION PACIFIC RR

CA STATE HWY 99

FUTURE SHARON BLVD.



EXHIBIT 'B-1'

SCALE: 1" = 100'

JOB NO. 14271
2 OF 2

J:\jobs\2014\14271\dwg\EXHIBIT-EASEMENTS.dwg 8/31/2016 9:43 AM

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 038-040-004

No Doc Tax Due

PERMANENT WATER PIPELINE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **EDWARD J. MCINTYRE AND GAIL HANHART MCINTYRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST AND ADAMAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED ONE-HALF INTEREST, DO HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: _____

Date: _____

By: _____

Edward J. McIntyre

By: _____

Gail Hanhart McIntyre

Date: 11/9/16

Date: 11/9/16

By: [Signature]

Steven Weil

By: [Signature]

Martin Weil

NOTARY ACKNOWLEDGMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of FRESNO)
On Nov. 09, 2016 before me, Helen Heath, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven Weil and Martin Weil
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Helen Heath
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Permanent Water Pipeline Easement Deed
Document Date: 11-9-16 Number of Pages: 2
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney In Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 'A-2'

Lane Engineers, Inc. Job No. 14271
August 31, 2016

Water Pipeline Easement

That portion of the SE1/4 of the NE1/4 of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Commencing at the southwest corner of Parcel 1 as described by deed recorded as Document No. 2010-022316, M.C.R.;

thence N89°44'49"E 168.28 feet along the north line of said SE1/4 to the TRUE POINT OF BEGINNING;

thence N89°44'49"E 53.35 feet along said north line to a point on a non-tangent curve concave to the northeast having a radius of 1222.00 feet, a radial line through which point bears S75°38'37"W;

thence southeasterly 178.60 feet along said curve through a central angle of 8°22'26";

thence S67°16'12"W 44.01 feet to a point on a non-tangent curve concave to the northeast having a radius of 860.00 feet, a radial line through which point bears S62°52'41"W;

thence northwesterly 198.95 feet along said curve through a central angle of 13°15'17" to the TRUE POINT OF BEGINNING.

CONTAINING 9,257 square feet or 0.21 acres, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.



PARCEL 1
DOC. NO. 2010-022316, M.C.R.
APN 013-240-003

TRUE POINT OF BEGINNING

N89°44'49"E
168.28

N89°44'49"E
53.35

S76°07'58"W (R)

S75°38'37"W (R)

NORTH LINE OF THE SE¼
OF THE NE¼ OF SECTION 10

L=198.95
Δ=13°15'11"
R=89.92
T=89.92

L=178.90
Δ=82°26'
R=122.00
T=89.76

S62°52'41"W (R)

S67°16'12"W (R)

WATER EASEMENT

S67°16'12"W 44.01

APN 038-040-004

SE¼ NE¼ SEC. 10-11-17

UNION PACIFIC RR

CA STATE HWY 99

FUTURE SHARON BLVD.

NORTH



EXHIBIT 'B-2'

SCALE: 1" = 250'

JOB NO. 14271
2 OF 2

J:\jobs\2014\14271\dwg\EXHIBIT-EASEMENTS.dwg 8/31/2016 9:43 AM

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

No Fee Due

APN: 038-040-004

No Doc Tax Due

PERMANENT SEWER PIPELINE EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **EDWARD J. MCINTYRE AND GAIL HANHART MCINTYRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST AND ADAMAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED ONE-HALF INTEREST, DO HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA**

An easement for public utility and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: _____

Date: _____

By: _____

Edward J. McIntyre

By: _____

Gail Hanhart McIntyre

Date: 11/9/16

Date: 11/9/16

By: *Steven Weil*

Steven Weil

By: *Martin Weil*

Martin Weil

NOTARY ACKNOWLEDGMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

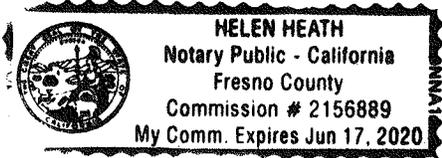
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of FRESNO)
On Nov. 09, 2016 before me, Helen Heath, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Steven Weil and Martin Weil
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.
Signature Helen Heath
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

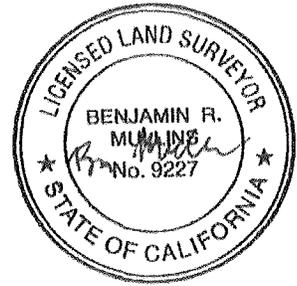
Description of Attached Document
Title or Type of Document: Permanent Sewer Pipeline Easement Deed
Document Date: 11-9-16 Number of Pages: 5
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)
Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 'A-3'

Lane Engineers, Inc. Job No. 14271
August 31, 2016



Sanitary Sewer Pipeline Easement

Being a 20.00 foot wide strip of land situated in the SE1/4 of the NE1/4 of Section 10 and the SW1/4 of the NW1/4 of Section 11, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, the centerline being more particularly described as follows:

Commencing at the southwest corner of Parcel 1 as described by deed recorded as Document No. 2010-022316, M.C.R.;

thence N89°44'49"E 244.32 feet along the north line of said SE1/4 to the TRUE POINT OF BEGINNING, said point being on a non-tangent curve concave to the northeast having a radius of 1200.00 feet, a radial line through which point bears S75°22'47"W;

thence southeasterly 201.16 feet along said curve through a central angle of 9°36'17" to a point on a non-tangent curve concave to the northeast having a radius of 1200.00 feet, a radial line through which point bears S57°30'48"W;

thence southeasterly 252.76 feet along said curve through a central angle of 12°04'06" to a point lying 63.00 feet northeasterly of the easterly right of way of the Union Pacific Railroad, as measured at right angles thereto;

thence S44°33'18"E 996.25 feet parallel with said easterly right of way to the beginning of a tangent curve concave to the northeast having a radius of 1200.00 feet;

thence southeasterly 176.09 feet along said curve through a central angle of 8°24'29" to a point hereinafter referred to as 'Point A;'

thence continuing along said curve 56.99 feet through a central angle of 2°43'16" to a point on a non-tangent curve concave to the northeast having a radius of 1200.00 feet, a radial line through which point bears S28°04'35"W;

thence southeasterly 214.02 feet along said curve through a central angle 10°13'07" to the south line of said SW1/4 of the NW1/4 of Section 11.

The sidelines of said strip to be prolonged or shortened so as to terminate at the north line of said SE1/4 of the NE1/4 of Section 10 and the south line of said SW1/4 of the NW1/4 of Section 11.

Also including a portion of land commencing at the aforementioned 'Point A,' and more particularly described as follows:

S37°02'14"W 10.00 feet to a point on a tangent curve concave to the northeast having a radius of 1210.00 feet, said point being the TRUE POINT OF BEGINNING;

thence southeasterly 58.01 feet along said curve through a central angle of 2°44'49" to a point on a non-tangent curve concave to the northeast having a radius of 1210.00 feet, a radial line through which point bears S28°06'08"W;

thence southeasterly 51.61 feet along said curve through a central angle of 2°26'38" to a point on the northwesterly line of an abandoned AT&T repeater site;
thence S45°25'39"W 32.29 feet along said northwesterly line to the northwesterly corner of said AT&T repeater site;
thence S44°33'18"E 40.00 feet along the southwesterly line of said AT&T repeater site to a point on the south line of said SW1/4 of the NW1/4 of Section 11;
thence N89°52'21"W 84.39 feet along said south line to a point on said easterly Railroad right of way;
thence N44°33'18"W 77.00 feet along said easterly right of way;
thence N37°02'14"E 66.72 feet to said the TRUE POINT OF BEGINNING.

CONTAINING 46,368 square feet or 1.06 acres, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.

PARCEL 1
DOC. NO. 2010-022316, M.C.R.
APN 013-240-003

TRUE POINT OF BEGINNING

N89°44'49"E
244.32

S75°22'47"W (R)

S57°30'48"W (R)

L=201.16
R=1200.00
T=100.82

S65°46'30"W (R)

L=252.76
R=1200.00
T=126.85

S45°26'42"W (R)

SANITARY SEWER EASEMENT

APN 038-040-004

SW 1/4 NW 1/4 SEC. 11-11-17

SE 1/4 NE 1/4 SEC. 10-11-17

CA STATE HWY 99

UNION PACIFIC RR

S44°33'18"E 996.25

FUTURE SHARON BLVD.

POINT A

SEE DETAIL 'A'
SHEET 4

SHARON BLVD.



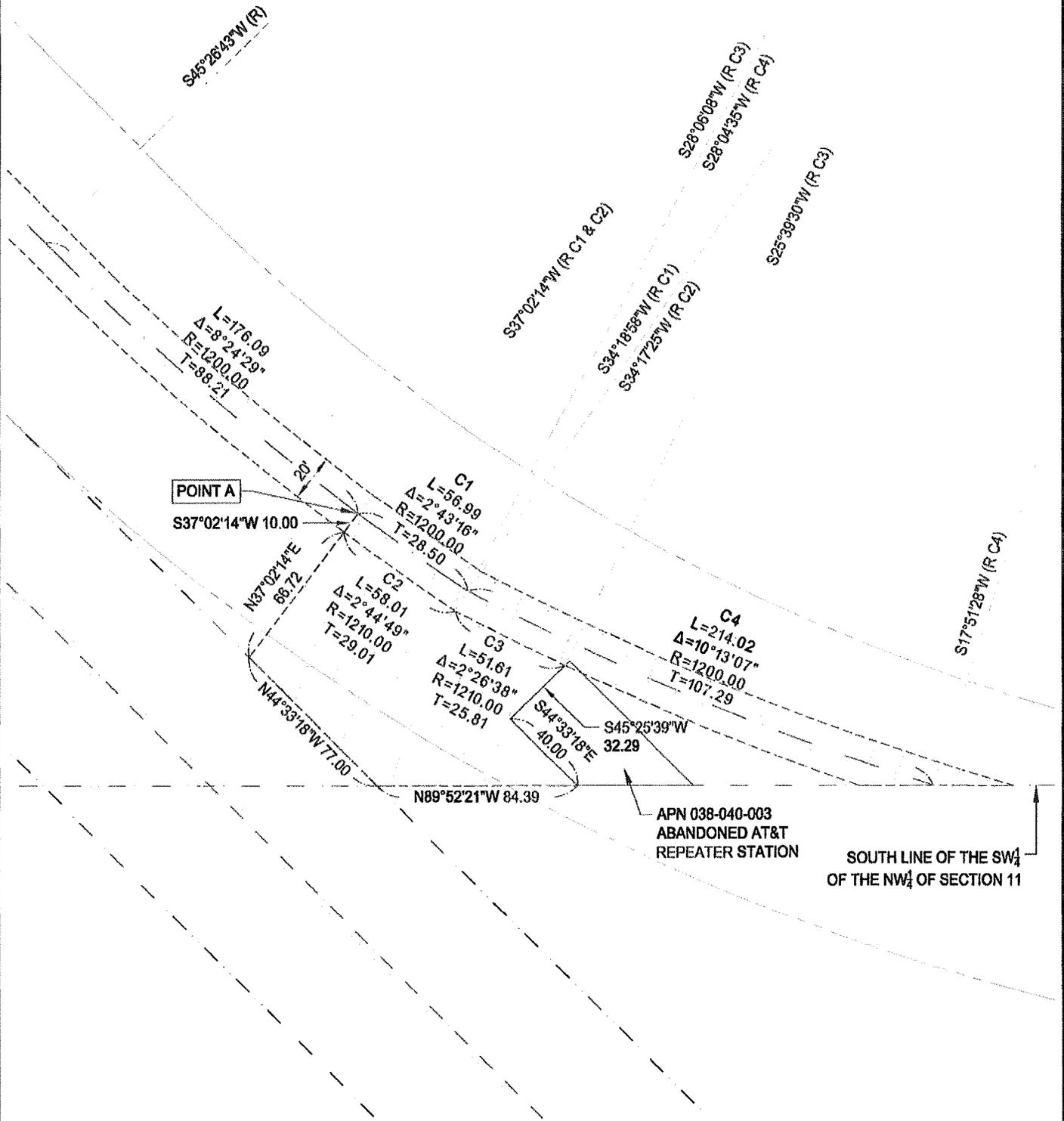
EXHIBIT 'B-3'

SCALE: 1" = 250'

JOB NO. 14271
3 OF 4

DETAIL 'A'

SCALE: 1" = 50'



J:\Jobs\2014\14271\dwg\EXHIBIT-EASEMENTS.dwg 8/31/2016 9:58 AM



EXHIBIT 'B-3'

SCALE: 1" = 50'

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code

No Fee Due _____

APN: 038-040-004

No Doc Tax Due _____

TEMPORARY CONSTRUCTION EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **EDWARD J. MCINTYRE AND GAIL HANHART MCINTYRE, HUSBAND AND WIFE, AS COMMUNITY PROPERTY, AS TO AN UNDIVIDED ONE-HALF INTEREST AND ADAMAS LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AS TO AN UNDIVIDED ONE-HALF INTEREST, DO HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA.**

An easement for public utility construction and access and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, County of Madera, State of California, being more particularly described in the **LEGAL DESCRIPTION** attached hereto and made a part hereof:

Date: _____

Date: _____

By: _____

Edward J. McIntyre

By: _____

Gail Hanhart McIntyre

Date: 11/9/16

Date: 11/9/16

By: Steven Weil

Steven Weil

By: Martin Weil

Martin Weil

NOTARY ACKNOWLEDGMENT REQUIRED

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of FRESNO)

On Nov. 09, 2016 before me, Helen Heath, Notary Public,

Date Here Insert Name and Title of the Officer

personally appeared Steven Weil and Martin Weil

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Helen Heath
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Construction Easement Deed

Document Date: 11-9-16 Number of Pages: 3

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

EXHIBIT 'A-4'

Lane Engineers, Inc. Job No. 14271
August 31, 2016

Temporary Construction Easement

That portion of the SE1/4 of the NE1/4 of Section 10 and the SW1/4 of the NW1/4 of Section 11, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, being more particularly described as follows:

Commencing at the southwest corner of Parcel 1 as described by deed recorded as Document No. 2010-022316, M.C.R.;

thence N89°44'49"E 168.28 feet along the north line of said SE1/4 to the TRUE POINT OF BEGINNING,

thence continuing N89°44'49"E 124.06 feet along said north line to a point on a non-tangent curve concave to the northeast having a radius of 740.00 feet, a radial line through which point bears S73°52'16"W;

thence southeasterly 367.13 feet along said curve through a central angle of 28°25'34" to a point lying 120.00 feet northeasterly of the easterly right of way of the Union Pacific Railroad, as measured at right angles thereto;

thence S44°33'18"E 1074.94 feet parallel with said right of way to a point on a tangent curve concave to the northeast having a radius of 840.00 feet;

thence southeasterly 262.97 feet along said curve through a central angle of 17°56'13";

thence S27°30'30"W 105.98 feet to a point on the south line of said SW1/4 said point lying 60 feet northeasterly of the easterly right of way of the Union Pacific Railroad, as measured at right angles thereto;

thence N89°52'21"W 84.39 feet along the south line of said SW1/4 to the easterly right of way of the Union Pacific Railroad;

thence N44°33'18"W 1306.94 feet along said right of way to a point on a tangent curve concave to the northeast having a radius of 860.00 feet,

thence northwesterly 460.62 feet along said curve through a central angle of 30°41'16" to the TRUE POINT OF BEGINNING.

CONTAINING 215,021 square feet or 4.94 acres, more or less.

SEE EXHIBIT 'B' ATTACHED HERETO.



PARCEL 1
DOC. NO. 2010-022316, M.C.R.
APN 013-240-003

TRUE POINT OF BEGINNING

N89°44'49"E
168.28

N89°44'49"E 124.06

S76°07'58"W (R)

S73°52'16"W (R)

L=460.62
Δ=30°41'16"
R=860.00
T=235.98

L=367.13
Δ=28°25'34"
R=740.00
T=187.43

S45°28'42"W (R)

TEMPORARY CONSTRUCTION
EASEMENT

APN 038-040-004

CA STATE HWY 99

UNION PACIFIC RR

FUTURE SHARON BLVD.

S44°33'18"E 1074.94

N44°33'18"W 1306.94

SW¼ NW¼ SEC. 11-11-17

SE¼ NE¼ SEC. 10-11-17

S45°28'42"W (R)

S27°30'30"W (R)

L=262.97
Δ=17°56'13"
R=840.00
T=132.57

S27°30'30"W
105.98

N89°52'21"W 84.39

SHARON BLVD.

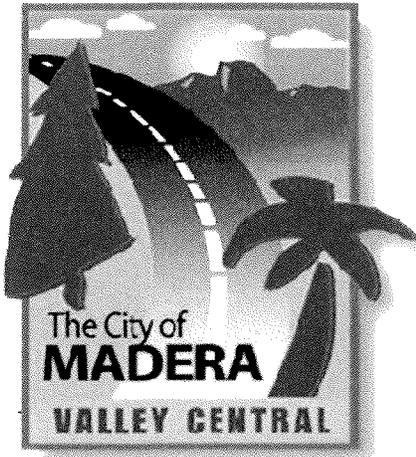
J:\Jobs\2014\14271\dwg\EXHIBIT-EASEMENTS.dwg 8/31/2016 9:43 AM



EXHIBIT 'B-4'

SCALE: 1" = 250'

JOB NO. 14271
2 OF 2



PUBLIC WORKS DEPARTMENT REPORT TO CITY COUNCIL

MEETING DATE: November 16, 2016

AGENDA ITEM NUMBER: B-7

Approved By:

A handwritten signature in black ink, appearing to read "D. R. ...", written over a horizontal line.

PUBLIC WORKS DIRECTOR

A handwritten signature in black ink, appearing to read "D. S. ...", written over a horizontal line.

CITY ADMINISTRATOR

SUBJECT:

Consideration of a Minute Order Directing the Preparation of a Request for Proposals for Janitorial Services and Approving a Recommendation on Termination of the Existing Contract with Janitorial Inc. upon Successful Completion of the Request for Proposal Process.

RECOMMENDATION:

Staff recommends Council approve a minute order to initiate a new Request for Proposal (RFP) process for Janitorial Services and approval of the recommendation to cancel the current contract with Janitorial Inc. at the conclusion of the new RFP process.

SUMMARY:

Janitorial Inc. recently requested a four percent rate increase due to the effects of the mandatory minimum wage increases enacted by California State Senate Bill No. 3. This increase exceeds the 2.5% capped increase of the current contract. As a result, Janitorial Inc. has requested that the current contract be cancelled, with the company staying on until a successful bidder is selected from a new RFP process.

DISCUSSION:

Due to the mandatory minimum wage increases required by state law California Senate Bill 3 (SB-3), Janitorial Inc. requested a rate increase of 4% in order to cover the new labor costs. SB-3 mandates that the minimum wage be increased annually through 2023 up to \$15.00 an hour. The current contract with Janitorial Inc. was submitted and approved in 2014, prior to SB-3's passage and signature by the Governor in 2016. These potential labor increases were not accounted for in their RFP submission.

As a result of SB-3, Janitorial Inc. proposed a 4% rate increase. This increase currently exceeds the contract's allowable rate increase based upon the Consumer Price Index or 2.5%, whichever is lower. There is no other mechanism within the contract to base a rate increase.

The current contract does not allow for the Vendor to cancel the contract, but does allow the City to do so. Staff is concerned that if the City does not relieve Janitorial Inc. from the contract, that they would not be able to afford to perform the services fully, and could end up providing

substandard services in order to minimize their potential losses. Janitorial Inc. met with City staff and agreed that they would prefer the contract be canceled and for the City to initiate a new RFP process for janitorial services. During the RFP process, Janitorial Inc. will continue to operate as the City's janitorial service provider until a successful bidder is chosen.

Staff will be reviewing the scope of the current contract to determine if there are any areas where the services can be reduced with minimal impact on City facilities and operations. This may minimize what we believe may be an increased cost for providing these services.

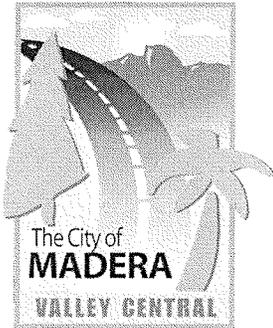
FINANCIAL IMPACT:

Expenses related to janitorial services are spread throughout accounts in multiple funds, including the City's General Fund. Currently, the City pays \$101,869 (\$61,416 from the General Fund) per year to Janitorial Inc. for services provided. The current contract caps rate increases at 2.5% and was set to expire December 31, 2018. A new RFP leading to a new contract will possibly result in higher costs for janitorial service. The amount of these increases is unknown at this time.

MADERA VISION 2025:

While the proposed actions are not specifically addressed as part of the Madera Vision 2025 Plan, they are not in conflict with principles of the Plan.

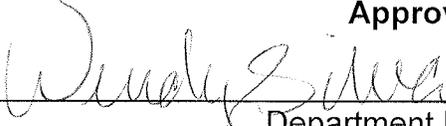
REPORT TO CITY COUNCIL



Council Meeting of November 16, 2016

Agenda Item Number B-8

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 Overtime 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 defines wages, hours, and terms and conditions of employment for employees represented by the Mid-Management Unit.

SITUATION

The United States Department of Labor has revised the Fair Labor Standards Act (FLSA) with regard to the requirements for a position to qualify as exempt from overtime regulations. In general, a position is exempt from overtime regulations if it meets certain requirements that are commonly referred to as the "duties test" and the "salary test." A position must meet both tests to be exempt from overtime regulations. The changes to FLSA are specific to the salary portion of the requirements. Specifically, effective December 1, 2016, the salary test has been changed from meeting a threshold of \$455/week to meeting a threshold of \$913/week.

The Mid-Management bargaining unit represents all non-police positions that to date have met both the duties test and salary test for exemption from FLSA overtime regulations. The change to the salary threshold will mean that certain positions within this unit will not meet the salary threshold some of the time. As

employees are awarded merit increases or as cost of living adjustments are made to the schedule, this will change.

City staff met and conferred with Mid-Management representatives regarding a side letter to capture the changes to FLSA overtime exemption regulations. The side letter acknowledges that all positions represented by the Mid-Management Group meet the duties test(s) as provided by FLSA and that some positions may not meet the salary test at certain steps of the salary range. Currently, there are 11 positions that may not meet the salary test at certain steps on the adopted salary schedule. Of those 11 positions, 3 individual employees will be affected by these changes. The proposed side letter provides that when an individual is at a step on the salary schedule that does not meet the salary test, the individual will be paid overtime for all hours worked beyond 40 hours in a designated work week. The employee may elect to be paid at time and one half pay or accrue Compensatory Time Off (CTO) at the rate of time and one half. The proposed language is consistent with FLSA regulations and consistent with how the City administers CTO for other bargaining units.

FISCAL IMPACT

Because the changes to FLSA overtime exemption regulations only affect 3 employees, it is believed that the impact will be minimal and easily managed given the fact that overtime hours must have prior approval before being worked.

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 OVERTIME
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 United States Department of Labor has made changes to the Fair Labor Standards Act regarding qualifications for exemption from overtime regulations; 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 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.
2. The City Administrator is authorized to execute the Agreement on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

**SIDE LETTER AGREEMENT #2
BETWEEN THE CITY OF MADERA
AND THE
MID-MANAGEMENT EMPLOYEE GROUP**

The parties have conferred, and do hereby agree that effective December 1, 2016, Article 7 - Overtime of the Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group is amended to read as follows:

Article 7 - Overtime

The Fair Labor Standards Act (FLSA) provides a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption of the FLSA. Effective December 1, 2016, some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet the FLSA salary test at certain steps, employees working in those positions at those steps will be eligible for time and one half pay for all hours worked over forty (40) in a designated work week. Employees may elect to accrue equivalent Compensatory Time Off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Consistent with FLSA requirements, the CTO time bank for each employee shall be capped at 240 hours.

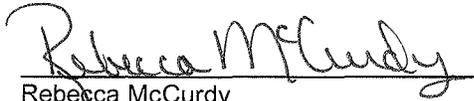
Employees eligible to accrue CTO as well as employees who have a remaining CTO balance from prior positions or pay rates that were eligible for overtime who have a CTO balance on the books may make an annual request to cash-out CTO. Specifically, the employee may request an annual cash-out of CTO in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

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

Generally, a regular workweek shall consist of 40 hours. These hours shall be scheduled by the City but shall not violate applicable State of California Labor Codes or existing City Personnel Rules and Regulations. Work schedules may be 5/8s, 4/10s or a 9/80 schedule. Authority to work a 4/10 or 9/80 schedule will be granted with the approval of the City Administrator and the Department Head provided public service hours are not adversely impacted and customer service is maintained. Employees approved to work a 4/10 or 9/80 work schedule must commit to that work schedule for at least one year unless an unforeseen emergency dictates a return to his/her prior work schedule. Any request to modify

an approved 4/10 or 9/80 work schedule must also include a commitment to maintain the modification for at least one year. Requests to discontinue a 4/10 or 9/80 work schedule within one year of approval and all requests to modify a 4/10 or 9/80 work schedule must be approved by the City Administrator and Department Head.

This Side Letter Agreement is effective December 1, 2016 and shall remain in full force and effect unless superseded by a new or amended agreement between the parties hereto.

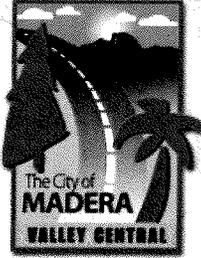


Rebecca McCurdy
Mid Management Representative

David R. Tooley,
City Administrator

11-9-16
Date

Date



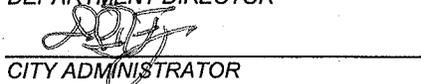
REPORT TO CITY COUNCIL

COUNCIL MEETING OF November 16, 2016

AGENDA ITEM NUMBER B-9

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION ACCEPTING PUBLIC STREET, PUBLIC UTILITY AND TEMPORARY TURN-AROUND EASEMENTS IN CONJUNCTION WITH PARCEL MAP 16-P-01, LOCATED AT THE SOUTHEAST CORNER OF AVENUE 17 AND SR 99, OFFERED BY LISA M. GUZMAN, AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

RECOMMENDATION:

That the City Council approves Resolution No. 16 - ____:

1. Accepting the PUBLIC STREET EASEMENT and PUBLIC UTILITY EASEMENT as offered by **Lisa M. Guzman** on Parcel Map 16-P-01 per attached Exhibit "A".
2. Accepting the TEMPORARY TURN-AROUND EASEMENT as offered by **Lisa M. Guzman** as offered by separate easement deed as attached.
3. Authorizing the City Clerk to execute of the Certificate of Acceptance for said offers.

SUMMARY:

Lisa M. Guzman, "Subdivider", is undergoing the City's land division process as necessary to record Parcel Map 16-P-01. The Subdivider has offered for

dedication public street, public utility and temporary turn-around easements as required by the City as a condition of Parcel Map approval. Engineering staff hereby requests City Council accept the offered easement dedications on behalf of the City for public street and utility purposes and temporary turn-around purposes in conjunction with Parcel Map 16-P-01.

HISTORY:

Parcel Map 16-P-01 subdivides an existing parcel of land located at the southeast corner of Avenue 17 and SR 99 (APN 013-240-003) into four reconfigured parcels and a remainder parcel. The Development Review Committee approved the associated Tentative Parcel Map No. 2015-01 on August 16, 2016. Conditions of approval for TPM 2015-01 included the requirement to dedicate a 10' Public Utility Easement along Avenue 17, a 120' street and utility easement for the proposed Sharon Boulevard, and a 33' wide street and utility easement along Avenue 17. The subdivider is using Parcel Map 16-P-01 as the instrument to dedicate these easements to the City. Another condition of approval for TPM 2015-01 requires a dedication of a temporary turn-around at the southern end of Sharon Boulevard. The temporary turn around, because it is temporary, is accepted separately from the Parcel Map. A copy of the temporary turn-around easement deed is attached.

FISCAL IMPACT:

Acceptance of the aforementioned public street easements, public utility easement, and temporary turn-around easements imposes no additional expense to the City or the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. 16 - ____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC STREET, PUBLIC UTILITY AND TEMPORARY TURN-AROUND EASEMENTS IN CONJUNCTION WITH PARCEL MAP 16-P-01, LOCATED AT THE SOUTHEAST CORNER OF AVENUE 17 AND SR 99, OFFERED BY LISA M. GUZMAN, AND AUTHORIZING THE CITY CLERK TO EXECUTE A CERTIFICATE OF ACCEPTANCE

WHEREAS, property owner, **Lisa M. Guzman**, has offered for dedication to the City PUBLIC STREET, PUBLIC UTILITY and TEMPORARY TURN-AROUND EASEMENTS; and

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

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

1. The above recitals are true and correct.
2. The street and utility easement for the proposed Sharon Boulevard and street and utility easement along Avenue 17 as offered on Parcel Map 16-P-01, is accepted by City Council.
3. The public utility easement along Avenue 17 as offered on Parcel Map 16-P-01, is accepted by City Council.
4. The temporary turn-around easement as offered by separate easement deed, is accepted by City Council.

5. The City Clerk is hereby authorized and directed to execute the City Clerk's Statement on Parcel Map 16-P-01 and Certificate of Acceptance for the Temporary Turn-around Easement Deed, and cause said map and Temporary Turn-Around Easement Deed to be recorded in the Office of the Recorder of the County of Madera.
6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

NE COR, SEC. 10-11-17
 FOUND DISK WITH CENTER MARK STAMPED
 CALIFORNIA DIVISION OF HIGHWAYS AND
 SECTION DESIGNATION, FLUSH IN CONCRETE
 REF. PLAN NO. 33-P-35 REC. IN BK. 52 PG. 61, M.C.R.

NE COR, SEC. 10-11-17
 FOUND DISK WITH CENTER MARK
 STAMPED "PLS 7027" AND SECTION
 DESIGNATION, FLUSH IN CONCRETE

**STREET EASEMENT
 DEDICATION**

NORTH LINE OF SEC. 10-11-17
 & AVENUE 17 CENTERLINE

AVENUE 17

PARCEL 1
 1.85 AC

PARCEL 2
 2.40 AC

PARCEL 3
 12.79 AC

**PUBLIC UTILITY
 EASEMENT
 DEDICATION**

PARCEL 4
 7.29 AC

REMAINDER
 18.68 AC

**STREET EASEMENT
 DEDICATION**

STATE ROUTE NO. 99

UNION PACIFIC RAILROAD

SARON SOULEVARD

WALDEN ST.

EAST LINE OF THE NE 1/4 OF SEC. 10-11-17
 AND WEST LINE OF MADERA ESTATES
 SUBDIVISION

1331.86' (NORTH) (100'±) (100'±) (100'±)
 500'± (100'±) (100'±) (100'±)
 MADERA ESTATES SUBDIVISION
 REC. PLAN NO. 102-118 W.C.R.

EASEMENT FOR TEMPORARY TURNAROUND
 PURPOSES PER DOCUMENT NO. _____ M.C.R.

SW CORNER MADERA ESTATES' FOUND
 1/2" IRON PIPE TAGGED LS 4633 18"
 DEEP, 0.54' NORTH AND 0.31' EAST OF
 CALCULATED POSITION, NOT ACCEPTED

S85°44'39"W 264±.35'

1030.05'

1331.80'

322.77' (321.84')

113.64' (111.00')

N89°30'22"E 468.49'

S85°40'42"W 2848.05' (2847.22±)
 2322.33'
 1761.92'

N85°40'42"E 1773.05'

464.41'

RW DEDICATION

RW DEDICATION

RW DEDICATION

N89°30'22"E 468.49'

S84°33'10"E (104'±) (104'±)
 1745.26'

N87°1'30"E 46'

N87°1'30"E 46'

CENTERLINE OF EXISTING RAILS

LO 1 58

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

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

APN: 013-240-003

TEMPORARY TURNAROUND EASEMENT

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Lisa M. Guzman, Trustee of the Bypass Trust under the Guzman Living Trust dated May 13, 2013, and

Lisa M. Guzman, Trustee of the Survivor's Trust under the Guzman Living Trust dated May 13, 2013.

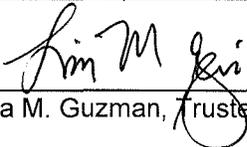
DOES HEREBY GRANT TO THE CITY OF MADERA, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

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

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

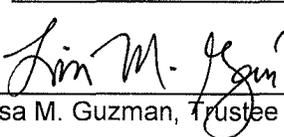
For: Lisa M. Guzman, Trustee of the Bypass Trust under the Guzman Living Trust, dated May 13, 2013

Date: 11/7/16

By: 
Lisa M. Guzman, Trustee

For: Lisa M. Guzman, Trustee of the Survivor's Trust under the Guzman Living Trust, dated May 13, 2013

Date: 11/7/16

By: 
Lisa M. Guzman, Trustee

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Fresno)

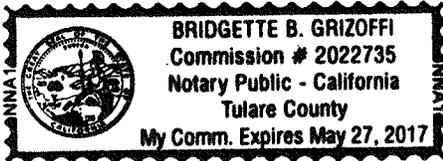
On November 7, 2016 before me, Bridgette B. Grizoffi, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Guzman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Bridgette B. Grizoffi
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Temporary Turnaround Agreement Document Date: _____

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Fresno)

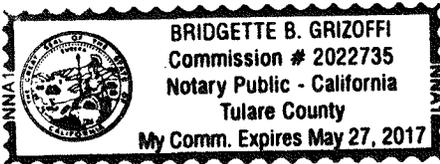
On November 7, 2016 before me, Bridgette B. Grizoffi, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Lisa M. Guzman
Name(s) of Signer(s)

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Signature of Notary Public

Place Notary Seal Above

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Title or Type of Document: Temporary Turnaround Agreement Document Date: November 7, 2016

Number of Pages: 3 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

EXHIBIT 'A'

Lane Engineers, Inc. Job No. 14271
November 4, 2016

That portion of the N1/2 of the NE1/4 of Section 10, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, more particularly described as follows:

Commencing at the southeast corner of said N1/2 of the NE1/4 of Section 10;
Thence S89°44'49"W 697.60 feet along the south line of said N1/2 of the NE1/4 to the TRUE POINT OF BEGINNING;
thence continuing S89°44'49"W 40.11 feet along said south line to a point on a curve concave to the east having a radius of 740.00 feet, a radial line through which point bears S73°52'16"W;
thence northerly 162.59 feet along said curve through a central angle of 12°35'20";
thence N89°44'49"E 67.12 feet;
thence S00°15'11"E 160.00 feet to the POINT OF BEGINNING.

CONTAINING 9,061 square feet, more or less.

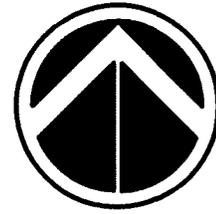
SEE EXHIBIT 'B' ATTACHED HERETO.



BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, ZONE 3, NAD 83, AS DETERMINED BY GPS OBSERVATIONS RELATIVE TO THE CALIFORNIA SURVEYING AND DRAFTING, INC. VIRTUAL SURVEY NETWORK, EPOCH DATE 2007.

NORTH



GRAPHIC SCALE



1 INCH = 30 FT.

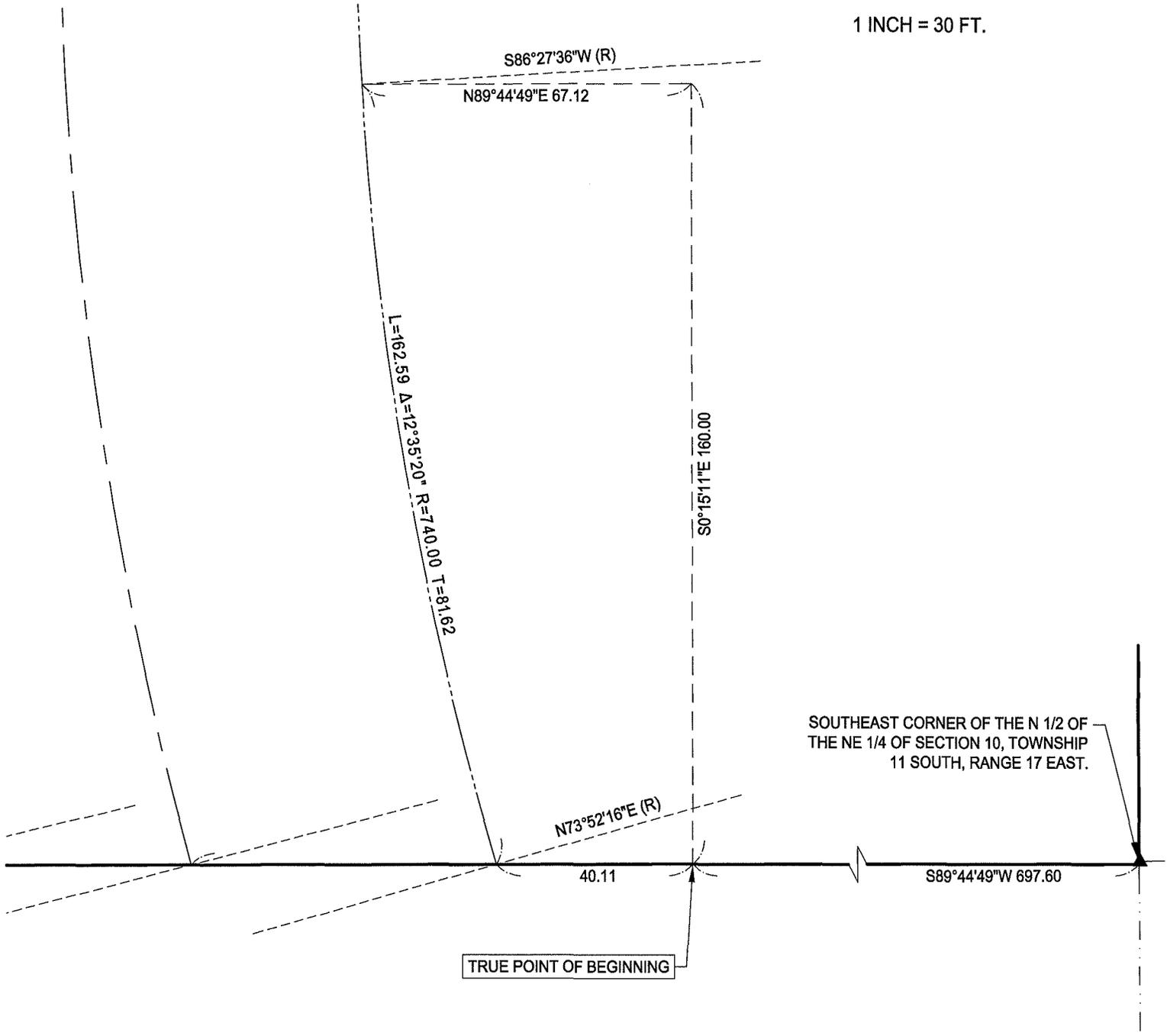
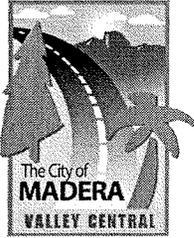


EXHIBIT 'B'



City of Madera
City Clerk
205 West Fourth Street
Madera, CA 93637
559-661-5405

CERTIFICATE OF ACCEPTANCE
(Government Code Section 27281)

This is to certify that the interest in real property conveyed by the secondary access easement or grant deed attached hereto and dated _____, __, _____, by _____, as grantor, is hereby accepted by the undersigned officer or agent on behalf of the **CITY OF MADERA** pursuant to authority conferred to Resolution No. 1572 of the Council of the **CITY OF MADERA** adopted on November 21, 1960, and the Grantee consents to recordation thereof by its duly authorized officer.

DATED: _____, __, _____

CITY OF MADERA, a Political Corporation

SONIA ALVAREZ, City Clerk

REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of November 16, 2016

Agenda Number: C-1

SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

RECOMMENDATION: That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

SUMMARY: On or about October 2016, while pursuing collections actions for the City of Madera's Code Enforcement Department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on November 16, 2016, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

DISCUSSION: Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

FINANCIAL IMPACT: There is no direct impact to the General Fund from this action.

VISION AND ACTION PLAN: This action is not specifically addressed in the Vision Plan.

RESOLUTION NO.

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citation amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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 amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

EXHIBIT "A"

<u>Assessor's Parcel No.</u>	<u>Property Location</u>	<u>Delinquent Amount</u>
006-494-014	1000 Harbor Court	\$5,899.33
006-495-010	2062 University Avenue	\$5,946.00
008-093-010	765 Sawmill Avenue	\$302.50

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF November 16, 2016

AGENDA ITEM NUMBER D-1

APPROVED BY


DEPARTMENT HEAD


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA KIWANIS CLUB ASKING THE CITY TO COVER THE COSTS FOR EXTRA POLICE AND PUBLIC WORKS SERVICES IN CONJUNCTION WITH THE DOWNTOWN MADERA LIGHTED CHRISTMAS PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the request for extra PD and Public Works services associated with the Lighted Christmas Parade.

SUMMARY:

The Madera Kiwanis Club will be hosting the annual Lighted Christmas parade on December 1, 2016 from 6:00pm to 8:00pm. It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mr. Cliff Miller, Kiwanis President, has requested the City Council allow Police and Public Works to prepare and work the parade without the Club incurring the costs for those services, i.e. traffic and crowd control from the Police Department and pre & post-event sidewalk cleaning from Public Works (see attached letter). Both Departments are prepared, at the direction of Council to perform their roles in relation to this event.

The Kiwanis Club will obtain the appropriate encroachment permits for use of city streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by the Downtown Association.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about \$1,765 to pay for overtime and straight time for about two and a half hours of work.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Lighted Christmas Parade supports the following Vision 2025 strategies:

- Strategy 317: “Develop and encourage festival, gatherings, and events . . .”.
- Strategy 332: “Expand comprehensive services for Madera’s youth . . .”
- Strategy 313: “Provide year-round programs fostering community pride. . .”.



MADERA KIWANIS CLUB

August 10, 2016

David Tooley
City Administrator
City of Madera
205 W. 4th Street
Madera, CA 93637

Dear Mr. Tooley,

The Madera Kiwanis Club is producing the annual “Candle light Christmas Tractor Parade”, scheduled to occur December 1, 2016 from 6pm to 8pm with staging starting at 4:30 pm.

The parade requires extra police services and barricades to control traffic in the parade area. We also request cleaning of the sidewalks prior to the parade and cleanup after the parade by the Public Works Department. The Kiwanis Club will be paying for the barricades and detour signage and it is our hope that the city will once again cover the cost associated with the extra police and public works services.

As you know the Madera Kiwanis Club is a not for profit entity and all money earned through this event will be provided back to the community through scholarships, projects and other endeavors that serve our youth and community.

We would be deeply appreciative if you would present our request to the City Council. Should you need additional information I can be reached at 871-1411. I would also appreciate a notice on when our request will be presented to the Council so I may be in attendance in order to answer any questions.

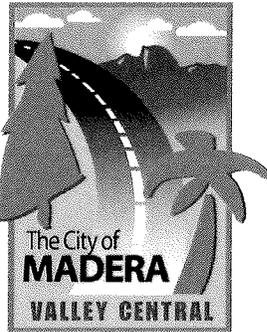
Thank you for your time!

Sincerely,

Cliff Miller
Madera Kiwanis Club
President

P.O. BOX 1122
MADERA, CA 93639

Report to City Council



Council Meeting of November 16, 2016
Agenda Item Number E-1

Approved by:



Department Director



City Administrator

Consideration of Resolution Approving Purchase Agreement with Global CTI Group to Implement a ShoreTel Outbound Campaign IVR Application to Make Automated Phone Calls that will Deliver 48-Hour Shut-Off Notices to Customers who have Past-Due Utility Bills and Amending the City of Madera 2016/2017 Budget, and Authorizing the Mayor to Execute the Purchase Agreement on Behalf of the City

RECOMMENDATION

Staff recommends Council adopt Resolution Approving Purchase Agreement with Global CTI Group to Implement the ShoreTel Outbound Campaign IVR Application to Make Automated Phone Calls that will Deliver 48-Hour Shut-Off Notices to Customers who have Past-Due Utility Bills and Amending the City of Madera 2016/2017 Budget, and Authorizing the Mayor to Execute the Purchase Agreement on Behalf of the City

PRESENTATION

Greg Tripoli of Global CTI Group will provide a brief presentation regarding the proposed ShoreTel Outbound Campaign IVR Application, for which staff is requesting a purchase agreement approval to expedite and facilitate the City's attempts to contact customers who have received shut-off notices, prior to termination of services.

HISTORY

In May of 2015, Council approved amendments to the Madera Municipal Code pertaining to municipal-provided utilities. Included in those amendments was a change of practice from having staff physically post shut-off notices on customers' doors to including the first notice in the utility bill and following up with a second notice via mail and a reasonable attempt to contact the customers via telephone to remind them of their impending shut-off, prior to actually terminating their water service. Although these changes cut down on the time that Field Representatives have to spend delivering door-hanger notices, it has generated large phone call lists that the Utility Billing (UB) Division has to make. The chart

below shows the number of 48-Hour Shut-Off Notice phone calls the Utility Billing Division has had to complete over the past five months.

Month	Accounts with Phone Numbers on 48-Hour Call List
July	1,520
August	1,721
September	1,462
October	1,399
November	1,455
Average	1,511

The UB staff currently spends approximately 60 hours each month making these phone calls. The Account Technicians that make these calls cost the City, on average, including benefits, \$26.06 per hour. At 60 hours per month, the approximate dollar cost alone to make these calls is \$1,563.60 per month or \$18,763.20 per year. While staff is making these calls, they are not able to assist customers at the Finance Department window or answer incoming customer phone calls. And, because these phone calls must be made at least 48 hours before shut-offs can be performed, it adds a delay to when the Field Representatives are able to go out in the field and discontinue service.

Another impact that this heavy outgoing call load has had is that during certain times of the month, City Hall phone lines are completely overwhelmed with many customers attempting to reach the UB phone line. But, because Account Technicians are busy making phone calls and assisting customers at the Finance Department window, some of the customers' calls get re-routed to other departments, such as Human Resources, causing frustration both to City staff because they do not have the ability to assist the caller and to the caller who is not able to have his or her problem resolved.

To further streamline the process and to alleviate some of the stress that is now placed on existing UB staff and on City Hall phone lines, staff is proposing to utilize an automated phone call system that will make a reasonable attempt to contact customers, prior to shutting off their water. All customers with past due amounts on their utility bill will continue to receive a 48-Hour Notice in the mail, so those that do not have phone numbers associated with their accounts are still notified of the impending disruption of water service.

SITUATION

The lists of customers who are receiving shut-off notices seems to be increasing. City staff has identified a service that can be purchased from Global CTI Group (connected with our current phone service provider) and utilized with the City's existing ShoreTel phone system.

The cost for this system is approximately \$8,969.16 in the first year and only about \$659 per year for maintenance costs, after the first year. It also provides the option of hearing

messages in Spanish or other languages and of connecting with a live representative of the City of Madera. Utilizing this system will quickly pay for itself by cutting down on the staff time that is being expended by UB staff making those phone calls, and allowing them to focus their effort on providing better customer service in other aspects of their jobs. This system will also assist with better collection rates of past due payments, because the calls can be completed in a significantly shorter period with the automated system. These automated calls can most likely be completed in one day rather than having staff complete the calls over a week or more. The current practice results in a delay of turning off delinquent accounts and a duplication of efforts, because delayed shut-offs require new shut-off lists to be generated and reviewed again before shut-offs can take place.

The initial cost of the purchase will be covered by the Water, Sewer and Garbage Enterprise Funds, as that is the purpose for the purchase – to notify customers of impending shut-offs. However, it is likely that other departments will find it extremely useful to have such a system in place for other various purposes at no further cost to the City.

At the beginning of this agenda item, a representative from Global CTI Group will give a description of the capabilities of this automated call-out system and we will discuss the merits and potential applications of the system. One of the main concerns with using an automated phone notification system is customer privacy and ensuring that the City does not release sensitive information to anyone other than the customers named on their respective utility bill. Staff has worked with the City Attorney and determined that the appropriate wording for these messages would be something similar to the following: “This is a message from the City of Madera Utility Billing Division for Mr. John Doe. Please contact us at (559)661-5459 no later than 3:00pm on November 15th to discuss your utility services. Thank you.” This message meets the requirements set by the California Public Utilities Code (PUC) Section 10010.1(b), Madera Municipal Code 8-7.14(A)(2) and the standards set by the City of Madera Utility Services Policy.

Making use of the Outbound Campaign IVR Application will help to increase the level of customer service that is provided to our utility customers, at a cost that staff feels is very reasonable. Staff’s recommendation is for Council to adopt Resolution Approving Purchase Agreement with Global CTI Group to Implement a ShoreTel Outbound Campaign IVR Application to Make Automated Phone Calls that will Deliver 48-Hour Shut-Off Notices to Customers who have Past-Due Utility Bills and Amending the City of Madera 2016/2017 Budget, and Authorizing the Mayor to Execute the Purchase Agreement on Behalf of the City. Staff would be happy to answer any questions that Council may have.

FISCAL IMPACT

Approval of this resolution will not impact the General Fund, except to reduce the amount of time that employees from outside UB have to answer and respond to phone calls, when UB staff is busy making shut-off phone calls. The cost to purchase the system will be approximately \$8,969.16 split 50/25/25 between Water, Sewer and Garbage, respectively. The annual maintenance cost of approximately \$659 will also be split across these three funds, in the same manner.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This purchase agreement impacts the Vision Plan in multiple ways. The automated call system would meet the Well-Planned City focus area by providing efficient services for our rapidly growing community and allow for better customer service. The system would also meet the Efficient Government and Economic Resource Provision by streamlining work processes for City employees and by being fiscally responsible by increasing Utility Billing collection rates as well as reducing staff time spent making these calls.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING PURCHASE AGREEMENT WITH GLOBAL CTI GROUP TO IMPLEMENT A SHORETEL OUTBOUND CAMPAIGN IVR APPLICATION TO PROVIDE 48-HOUR SHUT-OFF NOTICES BY TELEPHONE TO UTILITY CUSTOMERS THAT HAVE PAST DUE UTILITY BILLS AND AMENDING THE CITY OF MADERA 2016/2017 BUDGET, AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT ON BEHALF OF THE CITY.

WHEREAS, the City of Madera has been working to increase the efficiency of making, on average, 1,511 phone calls for 48-Hour Shut-Off notifications per month to customers with past due utility accounts; and

WHEREAS, the City of Madera would like to reduce the hours spent by staff completing these phone calls and to provide more effective customer service to customers who call the City or are waiting for assistance at the Finance Department window; and

WHEREAS, the City would like to minimize the overflow of calls to City Hall phone lines and other departments while Utility Billing staff is completing 48-hour calls; and

WHEREAS, the services provided by Global CTI Group will reduce staff hours used to make these calls, provide better customer service and reduce overflow calls to other departments; and

WHEREAS, the appropriation amendments to the City of Madera Fiscal Year 2016/2017 Budget, listed in Exhibit AA attached hereto, are necessary to fund the operational expenses related to the Global CTI Group Purchase Agreement.

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 Purchase Agreement with Global CTI Group, a copy of which is on file in the office of the City Clerk and referred to for particulars, and appropriations for the items listed in Exhibit AA, attached hereto, are hereby approved.
3. The Mayor is authorized to execute the Global CTI Group Purchase Agreement and the City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

Agreement for GCTI Agreement - Auto Dialer System

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
<u>FINANCE UTILITY BILLING - WATER</u>					
	20301220	6440	Contracted Services	4,500.00	
<u>FINANCE UTILITY BILLING - SEWER</u>					
	20401230	6440	Contracted Services	2,250.00	
<u>FINANCE UTILITY BILLING - GARBAGE</u>					
	47601235	6440	Contracted Services	2,250.00	
				<u>9,000.00</u>	<u>-</u>

Note: As mentioned in the Council Report and seen above, the cost of the ShoreTel Outbound Campaign IVR Application provided by Global CTI will be split 50/25/25 between Water, Sewer, and Garbage.



PURCHASE AGREEMENT

Global CTI Group

5329 Office Centre Ct., Suite 200 Bakersfield, CA 93309
 Phone: 661-323-7553 \ FAX # 661-323-0748

PRESENTED BY: Greg Tripoli - (661) 716-3743
 DATE: 11/16/2016

BILL TO:	City of Madera 205 West Fourth Street Madera , CA 93637	SHIP TO:	City of Madera 205 West Fourth Street Madera , CA 93637
PHONE:	559-661-5400	FAX:	559-675-7067
ATTN:	Tim Przybyla	E-MAIL:	tprzybyla@cityofmadera.com

Purchase Order:

ShoreTel Enterprise IP Telephone System
 SEE ATTACHED SCHEDULE A FOR LIST OF EQUIPMENT AND SCHEDULE M FOR MAINTENANCE SUPPORT
Enhanced Support Plan

FINANCIAL SUMMARY:		PAYMENT SCHEDULE	
Material Total	\$5,027.93		
Equipment Handling	\$0.00		
Sales Tax at 8.000%	\$402.23	50% DUE UPON CONTRACT SIGNING*:	\$4,484.58
Installation	\$2,880.00	40% DUE UPON DELIVERY OF EQUIPMENT*:	\$3,587.66
Enhanced Support Plan Total	\$659.00	10% DUE UPON ACCEPTANCE*:	\$896.92
Other Vendor Support/Maintenance	\$0.00	<small>* Please Read Terms and Conditions Section 2 – Default and Delays.</small>	
TOTAL INVESTMENT	\$8,969.16		
LESS ADVANCED PAYMENT PER TERMS	\$ -		
BALANCE DUE	\$ -		
PRICES VALID FOR THIRTY DAYS			

THIS PURCHASE AGREEMENT IS ENTERED BY AND BETWEEN THE "VENDOR" AND THE "BUYER" LISTED BELOW. BUYER ACKNOWLEDGES, UNDERSTANDS, AND AGREES TO THE TERMS AND CONDITIONS ON PAGES 1 AND 2 OF THIS TWO-PAGE AGREEMENT AND ANY ATTACHEMENTS HERETO. A FACSIMILE OF THIS DOCUMENT IS VALID AND BINDING.

ACCEPTED DATE: _____
 VENDOR: GLOBAL CTI Group
 Signature: _____
 Print Name: Greg Tripoli - (661) 716-3743
 Title: Account Manager
 Date: November 16, 2016

EXECUTED: _____ Bakersfield, California
 BUYER: City of Madera
 Signature: _____
 Print Name: Tim Przybyla
 Title: _____
 Date: _____

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. CONTROLLING DOCUMENTS: This Agreement shall become effective and binding upon Buyer and Vendor only upon approval, acceptance and execution hereof by Vendor. This Agreement contains the entire agreement between parties with respect to the subject matter hereof, and supersedes all prior discussions or agreements between the parties, whether oral or written. Vendor is not bound by representations or inducements not set forth herein.

2. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the state of California.

3. DEFAULT and DELAYS: If any payments due from Buyer to Vendor, shall not be paid promptly when due, or if Buyer breaches any other provision hereof, Buyer shall be in default hereunder. Upon default hereof by Buyer, Vendor, may accelerate payment of all or part of the amount unpaid hereon and as permitted by law (1) sue for the same, or (2) repossess the equipment and (a) retain it and all payments in satisfaction of the balance or (b) sell it and pay any surplus to the extent not prohibited by law to recover any deficiency from Buyer. All remedies of Vendor hereunder shall be cumulative and no remedy provided for hereunder shall be exclusive. With payment terms set at 50% at contract signing, 40% is due upon equipment delivery with the remaining 10% due upon acceptance. If for any reason the installation date is delayed due to Buyer choice, 40% is still due upon original equipment delivery date. If for any reason the acceptance is delayed due to Buyer choice, Buyer agrees to pay the final 10%. If delay is due to Vendor, the 40% payment will not be required until rescheduled equipment delivery and the 10 % payment will not be due until acceptance. Any payment which has not been made pursuant to this Agreement will be subject to interest charges. Buyer will pay Vendor, interest on the unpaid balance at the rate of eighteen (18) percent annum, one and one-half (1 1/2) percent monthly. Interest to commence after the initial default of a scheduled payment. (Computed daily)

4. BUYER'S OBLIGATIONS: Buyer shall obtain or prepare the location within the telephone equipment room for installation of the equipment. It must be relatively dust free with an ambient temperature not to exceed 104 degrees Fahrenheit. Buyer shall provide at the location indicated for installation of the Equipment a 20 Amp, 110-volt commercial A.C. outlet within 8 feet of placement of the equipment to be used exclusively by Vendor. Vendor and Buyer shall cooperate fully in making the premises available and ready for installation of the equipment and in completing such installation. Vendor will inform Buyer of all requirements for proper installation and will provide Buyer (at a minimum of 30-days) notice of such requirements. Buyer shall supply, at its sole cost, all supplemental equipment necessary for the installation such as conduits, boxes, high voltage wiring and outlets. Personnel of the Vendor or Vendor representatives shall have access to Buyer's premises at any reasonable time for the purpose of installing, inspecting, servicing or repairing equipment.

5. SECURITY INTEREST: The equipment described herein, and any and all additional Equipment authorized by Buyer shall be security for the full payment of the purchase price provided for herein. Vendor shall not sell or dispose of any interest in the Equipment or commence or permit the continuance of any proceeding against it in bankruptcy or receivership or make an assignment for creditors.

6. TITLE TO EQUIPMENT AND RISK OF LOSS: Buyer shall acquire full title to the equipment only upon full payment of the purchase price therefore to Vendor. Risk of loss of the equipment shall pass to Buyer on Delivery of Equipment.

7. INSURANCE: If Buyer leases equipment, Buyer must provide insurance for the full value of the equipment, as required by the financier.

8. ARBITRATION OR LITIGATION EXPENSES: Should any litigation or arbitration be commenced between the parties to this Agreement concerning the project or any provisions to this agreement, or the rights and obligation of either in relation thereto, the prevailing party to any arbitration or litigation shall be entitled to its actual attorney's fees and costs expended in the matter.

9. RETURN POLICY: In the event purchased equipment is returned to Vendor, a 15% restocking fee will be charged for those returned items, unless equipment is returned for Vendor's breach of this agreement. The equipment must be returned in original condition, and in manufacturers packaging (if applicable). Loose items must be returned in original packaging. If equipment is damaged upon receipt, then Buyer will be charged repair and return charges in addition to the above stated 15% restocking fee. Vendor does not refund shipping and handling fees unless Vendor has caused the error in shipment.

10. MATERIAL, PRICING, ESTIMATES, AND QUOTATIONS: Upon acceptance of this agreement, prices included in the Schedule A are not subject to change. Written quotations automatically expire, unless accepted, within 30 days from the date quoted and are subjected to termination by notice within that period. Verbal quotations expire, unless accepted, the same day they are made. All non-material errors are subject to correction.

11. WARRANTY: Vendor hereby warrants the equipment against defective parts and workmanship as defined in Exhibit S. Vendor's obligations for breach of any warranty shall be limited to compliance with Exhibit S which shall be Buyer's exclusive remedy and Vendor not be liable for consequential damages, personal injury, commercial loss or any other matter. All warranties shall be void as to equipment damaged or rendered unserviceable by negligence, misuse, theft, fire, water or Acts of God. All warranties shall be void as to equipment stolen or damaged by wiring, repair, relocation or alteration not authorized by Vendor.

EXCEPT AS EXPRESSLY PROVIDED FOR THIS AGREEMENT, VENDOR MAKES NO WARRANTIES WITH RESPECT TO THE EQUIPMENT, EITHER EXPRESS OR IMPLIED INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT VENDOR BREACHES ANY WARRANTY, BUYER'S EXCLUSIVE REMEDY WILL BE FOR VENDOR TO MAKE ANY NECESSARY EQUIPMENT ADJUSTMENTS, REPAIRS OR PARTS REPLACEMENTS.

12. LIMITATION OF LIABILITY: VENDOR SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF FOR LOSS, DAMAGE OR EXPENSE, DIRECTLY OR INDIRECTLY, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ARISING FROM (1) BUYER'S USE OF OR INABILITY TO USE THE EQUIPMENT, EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER EQUIPMENT, (2) PERSONAL INJURY, LOSS OR DESTRUCTION OF OTHER PROPERTY OR (3) ROUTING OR PROGRAMMING ERRORS OR UNAUTHORIZED TRESPASS OF PROGRAMMING, SOFTWARE AND/OR EQUIPMENT. VENDOR SHALL NOT BE RESPONSIBLE FOR THE PROCUREMENT OF, OR PAYMENT FOR, ANY LICENSES REQUIRED AS A RESULT OF THE USE OF COPYRIGHTED MUSIC ON THE EQUIPMENT. ADDITIONALLY, VENDOR SHALL NOT BE RESPONSIBLE FOR THE PAYMENT OF ANY CHARGES OWED BY BUYER TO ANY COMPANY (1) FOR TERMINATION OF OR FAILURE TO TERMINATE PRE-EXISTING AGREEMENTS OR FOR REMOVAL OF EXISTING EQUIPMENT OR (2) FOR MODEM LINES AND/OR CARRIER SERVICES.

City of Madera

Schedule A - ShoreTel Enterprise IP Telephone System

Line #	Part #	Qty.	Description	Total	Unit	List
1			ShoreTel Software Licenses			
2	18016	1	Outbound Campaign IVR Application - Base package (5 simultaneous calls) - Create automated c	5,027.93	5,027.93	5,495.00
3			Specific Notes			
4			Create automated calling campaign for simple notification			
5			for the City Water Department.			
6			Application support up to 5 concurrent calls at once			
7						

Equipment Material Total	\$5,027.93
Software License - No Shipping - (Electronic Email)	\$0.00
Subtotal / Taxable Amount	\$5,027.93
Sales Tax at 8.000%	\$402.23
1 Year ShoreCare Support for ShoreGear Switches & Software	\$659.00
Installation / Pro-Services	\$2,880.00
Total Price	\$8,969.16

Proposal Date: November 9, 2016.

This price includes material, installation labor, with 1 year parts warranty

Enhanced Support Plan

This quote will remain valid until December 9, 2016.

Authorized Contact: Tim Przybyla

Authorized Signature: X

Normal system shipping is 10 business days from time of contract signature. Additional shipping fees will apply for expedite orders.

Account Manager: Greg Tripoli - (661) 716-3743

Date: November 9, 2016.

Client to provide Windows 2012 Server OS or VMware for ShoreWare Applications. (RAID 1 Recommended)

City of Madera

Schedule M - Global CTI Support Agreement - Equipment Covered

Enhanced Support Plan

Line #	Part #	Qty.	Schedule M - List of Components
1			ShoreTel Software Licenses
2	Covered	1	Outbound Campaign IVR Application - Base package (5 simultaneous calls) - Create automated calling campaigns for Simple Notifications and Scripted Interactions with transfer to agents.
3			

1 Year ShoreCare Support for ShoreGear Switches & Software \$659.00

\$0.00

Total Price \$659.00

Proposal Date: November 9, 2016.

Enhanced Support Plan

This quote will remain valid until December 9, 2016.

I understand that only the products and equipment listed with the status of "Covered" will be supported by ShoreTel, and Global CTI. Any items omitted or listed with the status of "Not Covered" is not covered under this Service Agreement.

Authorized Contact: Tim Przybyla

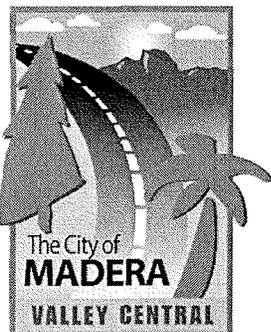
Authorized Signature: X _____

Account Manager: Greg Tripoli - (661) 716-3743

Date: November 9, 2016.

*** Note: ShoreTel charges a 20% surcharge on year 1 support fees for all reinstated ShoreCare agreements, or for agreements renewed after their expiration date.**

Report to City Council



Council Meeting of November 16, 2016
Agenda Item Number E-2

Approved by:



Department Director



City Administrator

Consideration of Resolution Approving the City of Madera General Fund Balance Reserve Policy

RECOMMENDATION

Staff recommends Council adopt Resolution Approving the City of Madera General Fund Balance Reserve Policy

HISTORY

The City of Madera does not have a policy in place for the establishment and management of Fund Balance Reserves. To ensure that the City's funds are managed in a fiscally responsible manner, staff has created a draft policy for Council's consideration for approval, which is attached to this report.

SITUATION

Because the City does not currently have a reserve policy, staff believes the establishment of prudent standards will help to stabilize the delivery of City services in difficult times and ensure that funds are set aside for capital projects and one-time expenditures that are in the best long-term interests of the City. Included in the policy is a requirement to maintain a minimum amount equal to 30% of the General Fund's annual operating budget. This amount is to be divided into the three following Budget Stabilization Reserves (Contingency Reserves): Cash Flow Reserve 15%, Revenue Stabilization Reserve 5%, and Emergency Reserves 10%. In addition to the Budget Stabilization Reserves, three other reserves may be assigned portions of the City's General Fund's Fund Balance. Those reserves are: Future Capital Project Reserves, Accounting Designations and Legal Reserves, and Undesignated and Unrestricted Reserves. The reserve policy does not require a minimum amount for these three reserves. Their amounts are determined by Council action, on an annual basis.

The funding of reserves shall come from one-time revenues, excess fund balances and projected surplus; and the priority for replenishment of reserves is outlined in the policy.

Council action would be required if any variance from the stipulations of the policy were to occur, or if appropriations would reduce Contingency Reserves below the minimum.

Staff is currently working on a draft Balanced Budget Policy, which will further strengthen the City's fiscal policies and should be ready for Council's consideration within the next two months. That document will work hand-in-hand with this Reserve Policy and help to guide our efforts through the upcoming City of Madera 2017/2018 Budget preparations.

FISCAL IMPACT

Approval of this policy will not impact the City's revenues or expenditures in the current fiscal year. However, the adoption of this resolution approving the policy will help to ensure that the City's reserves are handled in a prudent fiscal manner for many years to come.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING
AND ADOPTING THE CITY OF MADERA GENERAL FUND BALANCE RESERVE POLICY**

WHEREAS, staff has identified the need to develop a responsible and reasonable fiscal reserve policy for the City of Madera to reduce the risk to the City when faced with financial hardships resulting from unforeseen changes in revenue and/or expenditures, emergencies such as expenditures related to natural disasters of epic proportion where those expenditures are not reimbursable from insurance or Federal or State government; and

WHEREAS, staff established four main types of reserves including: Budget Stabilization Reserves, Future Capital Project Reserves, Accounting Designations and Legal Reserves, and Undesignated and Unrestricted Reserves; and

WHEREAS, staff recommends within the Budget Stabilization Reserves, three sub-categories with reserve amounts as follows: Cash Flow Reserve of 15% of the General Fund's annual operating budget, Revenue Stabilization Reserve of 5% of the General Fund's annual operating budget, and Emergency Reserves of 10% of the General Fund's annual operating budget; and

WHEREAS, funding of the reserves shall generally come from one-time revenues, excess fund balance, and projected revenues in excess of projected expenditures; and the priority order of funding the various reserves is outlined in the policy; and

WHEREAS, appropriations or use of funds from any of the reserves or any variance from stipulations within the policy shall require an action of the Council.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA DOES HEREBY resolve, find and order as follows:

1. The above recitals are true and correct.
2. The proposed City of Madera General Fund Balance Reserve Policy is approved and adopted.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

CITY OF MADERA
GENERAL FUND BALANCE RESERVE POLICY

Established November 16, 2016

1. The City shall maintain minimum fund or working capital balances in the General Fund according to the following requirements:
 - a. **Budget Stabilization Reserves.** These “Contingency” reserves shall be established with the goal of maintaining a total amount equal to 30% of the General Fund’s annual operating budget for the purpose of stabilizing the delivery of City services during periods of operational budget deficits. At a minimum, the reserves shall include the following:
 - i. **Cash Flow Reserve of 15%.** A Cash Flow Reserve will be maintained to mitigate the effects of major economic uncertainties and other severe financial hardships resulting from unforeseen changes in revenues and/or expenditures. The City Council may not appropriate these reserves to fund operational or capital costs or facility maintenance. This reserve is established as the absolute minimum amount to be kept in reserve and is to be utilized for fixed-income investment purposes, to provide sufficient cash flow and funding for the laddering-out of investments over the terms allowed within the City’s Investment Policy.
 - ii. **Revenue Stabilization Reserve of 5%.** A Revenue Stabilization Reserve will be maintained to mitigate the effects of major economic uncertainties and other severe financial hardships resulting from unforeseen changes in revenues. The City Council may appropriate these reserves to fund operational costs and other non-emergency capital costs in order to facilitate the stable and efficient delivery of City services or facility maintenance when revenues are anticipated to come in lower than budgeted and result in expenditures exceeding revenues during a particular fiscal year.
 - iii. **Emergency Reserves of 10%.** An Emergency Reserve will be maintained to mitigate all unforeseen events not covered in the Cash Flow and Revenue Stabilization Reserves. Within this 10% Emergency Reserve, an amount at least equal to one year’s annual deposit premium paid to the Central San Joaquin Valley Risk Management Authority shall be set aside in the Insurance Reserve Fund (Fund 1090) to cover potential costs not covered by the City’s insurance programs, such as claim costs within the City’s deductibles, self-insured retentions and/or major costs associated with disasters and other events which will not be reimbursable from insurance or from the Federal or State government. The balance of the 10% Emergency Reserve shall be reserved in the City’s General Fund (Fund 1020) and may be appropriated by the City Council to provide for Natural Disaster expenditures of epic proportion, such as an 8.0 Earthquake or 200-Year Flood Event.
 - iv. Any appropriation of these Budget Stabilization Reserves below the 30% minimum shall be accompanied by findings articulating the need for the use of the reserves and a plan for the replenishment of the reserves within a reasonable time period.

- b. **Future Capital Project Reserves.** The Council may designate specific fund balance levels for future development of capital projects that it has determined to be in the best long-term interests of the City.
 - c. **Accounting Designations and Legal Reserves.** In addition to the designations noted above, fund balance levels shall be sufficient to meet funding requirements for projects approved in prior years, which are carried forward into the new year; debt service reserve requirements; reserves for encumbrances; and other reserves or designations required by contractual obligations, state law, or generally accepted accounting principles.
 - d. **Undesignated and Unrestricted Reserves.** These reserves shall be established and maintained as repository accounts for all funds not otherwise mandated above.
 - i. The City Council shall appropriate these reserves to fund emergency expenditures, capital improvement projects or non-recurring expenditures.
 - ii. The minimum for these reserves shall be established by the City Council during the adoption of the fiscal budget.
 - iii. During times of economic downturn, these reserves shall be used to offset lost revenue prior to the use of the Revenue Stabilization Reserve, if sufficient Undesignated and Unrestricted Reserve funds are available.
 - e. **Funding of Reserves.** The funding shall come generally from one-time revenues, excess fund balance and projected revenues in excess of projected expenditures. When available, each fund shall be replenished in the following priority order unless otherwise designated by the Council:
 - i. Accounting Designations and Legal Reserves
 - ii. Budget Stabilization Reserves
 - iii. Future Capital Project Reserves
 - iv. Undesignated and Unrestricted Reserves
2. **Council Action Required.** Appropriation or use of funds from any of these reserves or any variance from the stipulations established within this policy shall require an action of the City Council. The Council action shall be accompanied by the following:
- i. A statement of findings supporting the appropriation of reserves or modification to the policy.
 - ii. A plan for replenishing the reserve within a reasonable time period when the appropriation causes a reserve to fall below minimum funding levels.