

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

JOINT MEETING NOTICE AND AGENDA

**Wednesday, June 6, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Randy Brannon, Grace Community Church

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS Recognition of the Temporary Housing for Homeless Families at the Pomona Ranch Housing Center Program Award (Linda Shaw)

INTRODUCTIONS There are no introductions.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – 06/07/17
- B-2 Warrant Disbursement Report 5/8/18 – 5/29/18 (Report by Tim Przybyla)
- B-3 Water Conservation Report for 4/23/18 – 5/20/18 (Report John Scarborough)
- B-4 Consideration of a Resolution Approving the Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2018/19 and Authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Authorizing the City Administrator and/or His/Her Designee to Execute an Agreement and Any Related Amendments with the California Department of Justice Related to the Tobacco Law Enforcement Grant Program Award (Report by Ivette Iraheta)
- B-6 Consideration of a Resolution Rescinding Resolution No. 2017-197 Approving the Current Lease Agreement with First Transit, Inc. and Approving a Revised Lease Agreement with First Transit, Inc. for Use of Office Space at the Intermodal Facility and Authorizing the Mayor to Execute All Related Documents (Report by Ivette Iraheta)
- B-7 Consideration of a Resolution Approving a Memorandum of Extension Agreement for Management and Operation of Madera Transit Service with First Transit, Inc. and Authorizing the Mayor to Execute All Documents Necessary to Effectuate the Extension (Report by Ivette Iraheta)
- B-8 Consideration of a Resolution Approving Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by John Scarborough)
- B-9 Consideration of a Resolution of the City Council of the City of Madera Adopting the Draft Relocation Plan for the Olive Avenue Widening & Reconstruction Project (Report by Keith Helmuth)
- B-10 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-11 Informational Report – Change from Detailed Minutes to Action Minutes for City Council Meetings (Report by Sonia Alvarez)
- B-12 Consideration of a Resolution Approving a Second Amendment to the Food Service Agreement with Madera Unified School District to Provide Meals to Eligible Youth During the Summer Food Service Program and Authorizing the Mayor to Execute the Second Amendment to the Agreement on Behalf of the City (Report by Mary Anne Seay)
- B-13 Consideration of a Resolution Accepting a Grant Award from the San Joaquin Valley Air Pollution Control District Public Benefit Program Alt-Fuel Component and Authorizing the City Administrator, or Designee, to Execute All Required Grant Documents (Report by Randy Collin)

- B-14 Consideration of a Minute Order Rejecting a Claim Filed by Matthias Aguilar (Report by Wendy Silva)

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

- C-1 2018 General Plan Amendments - Cycle I
Public Hearing and Consideration of a Resolution of the City Council of the City of Madera Amending the Parks and Recreation Element and Circulation and Infrastructure Element of the General Plan of the City of Madera, as follows: (Report by Chris Boyle)
- A. GPA 2018-01 – Parks and Recreation Element
An application to amend the Parks and Recreation Element in order to be consistent with recently adopted ordinance adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code pertaining to acquisition of park lands as provided by the Quimby Act.
- B. GPA 2018-02 – Circulation and Infrastructure Element
An application to amend the Circulation and Infrastructure Element's Figure C1-1: Circulation Master Plan, to correct omissions to and update the adopted circulation map. Impacted streets which will be added to the arterial street classification are a segment of Gateway Drive, north of Almond Avenue. Impacted streets which will be added to the collector street classification include a segment of Granada Drive, between Cleveland Avenue and Kennedy Street, and a proposed extension of Kennedy Street, between Lake Street and Austin Street
- C-2 Public Hearing and Consideration of a Resolution Adopting the Measure 'T' Annual Expenditure Plan for Fiscal Year 2018/19 and Authorizing the City Engineer to Submit the Plan to the Madera County Transportation Authority for Adoption (Report by Keith Helmuth)
- C-3 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing within the City (Report by Fabela Rodriguez)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of Request by Baltimore Aircoil Company to Allow for Connection to the City's Water and Sewer Systems (Keith Helmuth)

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report on Procurement of Emergency Sewage Bypass Pump Services from Rain for Rent San Joaquin at the Fairgrounds Lift Station (Report by John Scarborough)
- E-2 Consideration of a Resolution Initiating the Process to Finance a Fire Station and to Engage Selected Parties for Professional Services Required to Complete the Financing and Request for Direction from the City Council on the Term of the Financing (Report by Tim Przybyla)
- E-3 Review and Feedback on Proposed Text for City Administrator Recruitment Brochure and Direction Regarding Next Steps (Report by Wendy Silva)
- E-4 Informational Report Regarding the Regular Council Meeting Scheduled 7/04/18 (Report by Sonia Alvarez)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property:	Parcel #1
905 S. Gateway Drive	APN: 011-182-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Stephen J. Allen
Under Negotiation:	Price and Terms
Property:	Parcel #2
Vacant Lot	APN: 011-203-005
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Francisco Nunez and Martha Leon Caro
Property:	Parcel #3
546 E. Olive Avenue	APN: 011-300-001
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	J. W. Myers, Inc. a California Corporation
Property:	Parcel #4
644 E. Olive Avenue	APN: 011-300-010
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	SJR LLC, a California Limited Liability Company
Property:	Parcel #5
Vacant Lot	APN: 011-300-011
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	John Gonzalez and Beatrice Gonzalez
Property:	Parcel #6
1280 E. Olive Avenue	APN: 011-330-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Bernabe Castillo and Guillermina Ramirez
Property:	Parcel #7
62 S. Knox Street	APN: 011-330-003
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Parties:	Bernabe Castillo, Guillermina Ramirez and Asuncion Ramirez

G-3 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel
325 S D St. APN: 007-191-014
Agency Negotiators: Steve Frazier
Negotiating Parties: Fred and Diane Massetti
Under Negotiations: Price and Terms

G-4 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations:
General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group
Management Employees

Unrepresented Direct Reports:
City Clerk, City Administrator, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

G-5 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting June 20, 2018

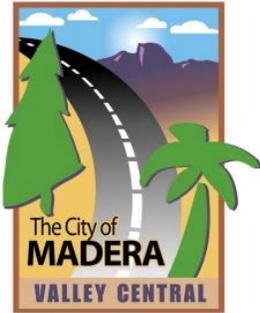
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any 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 joint meeting notice and agenda for the Regular Meeting of the Madera City Council and the Special Meeting of the Madera City Council as the Groundwater Sustainability Agency for June 6, 2018, near the front entrances of City Hall at 5:00 p.m. on May 31, 2018.



Sonia Alvarez, City Clerk



Item:	B-1
Minutes for:	06/07/17
Adopted:	06/06/18

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

June 7, 2017
6:00 p.m.

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 6/07/17 was called to order by Mayor Medellin at 6:00 p.m.

ROLL CALL:

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

Absent: Council Member Charles F. Rigby, District 5

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Procurement Services Manager Rosa Hernandez, Division Fire Chief David Allen, Battalion Chief Jim Forga, Housing Authority Director Linda Shaw, Successor Agency Director Jim Taubert, Neighborhood Preservation Supervisor Viola Rodriguez, Neighborhood Preservation Specialist Steve Montes, Neighborhood Preservation Specialist Nick Salinas, Neighborhood Preservation Specialist Fabela Rodriguez, and Successor Agency Recording Secretary Claudia Mendoza.

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries

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

PUBLIC COMMENT:

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

Ginger Govett referred to item C-1.

Mayor Medellin advised that is part of the agenda and they can discuss at that time. Mayor Medellin restated that public comment is for items not on the agenda.

Robert Bendorf stated he is the Marketing Development Manager for the HERO program in the City of Madera. He works with the City as well as many of the communities throughout the Central Valley. He referred to the handout distributed to the Council and explained that is what is considered a snapshot of how things have been going in the City so far. He noted that in 2014, the Council approved the HERO program. He added that one in six homeowners every year will have to make an improvement to their home that does affect their homes energy consumption. HERO gives them an option to finance those upgrades through a unique form of financing and it is really why in its uniqueness on why it has been approved in over 440 communities in California and used by over 96,000 homeowners. He noted that it is really because of the ease of use that comes with it and the protections that are in place. He referred to the numbers they are seeing that help provide a key noting that the green are energy efficient improvements having to do with most likely windows, more ac units; the orange being solar and the blue being water improvements. Referring to the numbers, he noted that they have just reached over 101 owners who have now used the program with 189 upgrades saving them over \$3.5 million in future utility bills which is a great thing to see and also creating a local economic stimulus and creating jobs in the Central Valley which is very important to everybody.

Mr. Bendorf referred to the other side of the sheet. They see the safeguards that are in place to protect their homeowners understanding that they get the final say. He noted that what is unique to HERO is that they don't actually pay the contractor until they've completed the project for the homeowner. There is an agreement there to get the project done in a timely fashion as well as disclosures and confirmed terms calls with the homeowner where everyone that does apply for the program actually has to speak to someone at HERO so they get a full understanding of what the program is and additional follow up for people that are over the age of 64 so they understand what exactly they are looking to do. He noted that some homeowners he has spoken with recently are very happy with how the program is going. A few in particular have actually improved windows saying that one word to describe...HERO is great...HERO program has been a big help to us...it got the project done very soon...it is an easy process. Mr. Bendorf stated that most of these are local contractors that are doing this work as well and all of those happy homeowners receiving a perfect 100% score on their satisfaction in recommending it to a friend or family member as well. He noted that he was very happy to see that. He used to work with Sonia Hall here. He advised that he doesn't have a direct point of contact but he did give his contact information to the City Clerk if they have any questions. He added that for those that he hasn't met personally, he has given his card at League of Cities meetings or things like that and they should feel free to reach out. He will make himself available.

Mayor Medellin thanked Mr. Bendorf for bringing this to them and encouraged him to keep up the good work.

Mayor Medellin asked if there is anyone else in the audience wishing to speak on items that are not on this evenings agenda. No other requests were made and Mayor Medellin closed public comment.

Mayor Medellin apologized noting that they are a little packed in here. He invited folks to view the meeting in the main lobby.

A. WORKSHOP

There are no items for this section.

Late Distribution Announcement Pursuant to Government Code Section 54957 – City Clerk Sonia Alvarez announced that a revised side letter agreement for agenda item B-13 was distributed to the Council this evening. For item C-1, a revised ordinance, a letter from the Leadership Counsel for Justice & Accountability, and a letter from the California Rural Legal Assistance were distributed to the Council this evening. Ms. Alvarez advised that extra copies are available at the podium for members of the public wishing a copy.

B. CONSENT CALENDAR

- B-1 Minutes – 8/03/16
- B-2 Information Only – Warrant Disbursement Report
- B-3 Bi-Weekly Water Conservation Report for 5/8/17 – 5/25/17 (Report by Dave Randall)
- B-4 Consideration of a Resolution Approving the City’s Participation in an Escrow Agreement for Source Code Protection for the City’s Tyler Munis ERP Software and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Becky McCurdy)
- B-5 Consideration of a Minute Order Rejecting a Claim filed by Luis Bravo (Report by Wendy Silva)
- B-6 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Operating Engineers Local Union No. 3 Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Acceptance of the Construction of Pine Street – Pecan Avenue Median Landscape & Irrigation Improvements City of Madera Project No. ST 16-04 (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving Agreement with Peters Engineering Group, for Professional Engineering Design Services for the Granada Drive at Howard Road Traffic Signal Project Number TS 17-01 and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving Health, Dental and Vision Insurance Providers for Fiscal Year 2017-18 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)
- B-10 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Law Enforcement Mid-Management Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)
- B-11 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)
- B-12
 - A. Consideration of a Resolution Approving a Contract with MuniServices for Sales Tax and Business Licensing Services and Authorizing the Mayor to Sign the Contract on Behalf of the City; and
 - B. Consideration of a Resolution Authorizing the Examination of Sales or Transactions and Use Tax Records (Report by Tim Przybyla)
- B-13 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and the Mid-Management Employee Group Related to Health Benefits and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

MAYOR MEDELLIN ASKED IF MEMBERS OF THE COUNCIL WISH TO PULL ANY ITEMS FOR FURTHER DISCUSSION. NO REQUESTS WERE MADE AND MAYOR MEDELLIN ANNOUNCED THAT HE WOULD ENTERTAIN A MOTION FOR ACTION.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-69 A RESOLUTION APPROVING THE CITY'S PARTICIPATION IN AN ESCROW AGREEMENT FOR SOURCE CODE PROTECTION FOR THE CITY'S TYLER MUNIS ERP SOFTWARE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

RES. NO. 17-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND OPERATING ENGINEERS LOCAL UNION NO. 3 RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 17-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP, FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR THE GRANADA DRIVE AT HOWARD ROAD TRAFFIC SIGNAL PROJECT NUMBER TS 17-01 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 17-72 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING HEALTH, DENTAL AND VISION INSURANCE PROVIDERS FOR FISCAL YEAR 2017-18 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS

RES. NO. 17-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE LAW ENFORCEMENT MID-MANAGEMENT GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

RES. NO. 17-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE FOR THE CITY COUNCIL

RES. NO. 17-75 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH MUNI SERVICES, LLC FOR REVENUE ENHANCEMENT AUDIT SERVICES, INCLUDING SALES AND USE TAX AUDIT SERVICES AND LOCAL TAX COMPLIANCE DISCOVERY AND AUDIT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 17-76 A RESOLUTION AUTHORIZING THE EXAMINATION OF SALES OR TRANSACTIONS AND USE TAX RECORDS

RES. NO. 17-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP RELATED TO HEALTH BENEFITS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

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

C-1 Public Hearing and Consideration of Introduction of an Ordinance of the City Council of the City of Madera, California, Amending the Madera Municipal Code to Add Chapter 16 to Title IV Pertaining to Rental Housing Inspections

Neighborhood Preservation Specialist Steve Montes stated that there are over 8,500 rental units in the City of Madera. They know through Housing Element data and Neighborhood Preservation observation and enforcement activity that a large amount of these units are in need of significant repair. He commented that the City has a significant interest in ensuring that rental housing remains a safe, sanitary, and desirable housing option for its citizens.

Mr. Montes commented that after the last workshop, staff was directed to meet some interested parties that wanted clarification on language contained in the proposed ordinance. He advised that the meeting between Mike Pistorosi, Greg Terzakis, Jim Taubert, Brent Richardson and himself ended with clarification and an ordinance that remained largely unchanged from the last workshop.

Mr. Montes stated that meeting also marked about 18 months of meetings and six hours of City Council workshops, and public comment with stakeholders and interested parties. He advised that while those 18 months of meetings and workshops have produced a narrowing between the views of proponents and opponents of such an ordinance, it is not likely that further meetings will bridge the remaining gap.

Mr. Montes stated that in the staff report they will find an outline of the major components of the proposed rental inspection ordinance. He offered to answer any questions.

Mayor Medellin asked if there are any questions for Mr. Montes.

Council Member Rodriguez referred to the proposed fees on the master fee schedule. He asked if they have a set amount and could that amount potentially increase.

Mr. Montes replied that the master fee schedule is subject to change from time to time as Council sees fit.

Council Member Rodriguez stated he noticed that the initial inspection could be up to three hours and wondered what that amount would be.

Mr. Montes replied that currently the Master Fee Schedule Code Enforcement time is listed at \$40 an hour. The maximum three hours would be \$120. He added that for any proposed change, they have taken into consideration what the change would be and then multiply by three.

Council Member Rodriguez asked if one could assume that is going to be the standard for all inspections. For example, if they go in there and inspect the house, would that be less than three hours. They are talking a maximum three hours. He asked that he run a typical inspection by them.

Mr. Montes replied that a typical inspection includes inspection and posting costs. That includes sending a notice, getting an inspection, if they have very minor issues or no issues, an inspection should be relatively quick. If they are charging three hours of inspection time, that probably means there are significant issues with the property.

Council Member Rodriguez stated so that it is clear to them, if he looks at a home that obviously doesn't have signs of being deteriorated or substandard. They go in there and do their walk and asked Mr. Montes if he thinks that is going to be more than an hour. His reason is that he is just concerned that they don't place a burden on...he doesn't know how to put it but that they really aren't trying to make money and it is rather doing what the program is intended to do and that is to try to address substandard housing.

Mr. Montes replied that it is a cost recovery mechanism so they are going to recover the costs that they are incurring. Initially they had proposed that there would be a registration fee. He noted that the feedback from their meetings...the registration fee was actually removed. What they are aiming for is the bad actors

that necessitate a longer inspection would pay correspondingly. If they have a good inspection, a quick inspection, then their costs would obviously be lower. He added that the inspection itself could be 15 minutes if they are talking about a notice and a couple of things. They are talking about relatively quick inspections when there aren't a lot of problems.

Council Member Rodriguez noted that he takes it that the three hours is put in place for additional time.

Mr. Montes replied that was a safeguard for the initial inspection. They got feedback and obviously they don't want to spend all day...give somebody incentive to be there longer than they need to so there is a cap on making sure that they aren't unnecessarily charging anybody.

Council Member Rodriguez stated he is just concerned that they are not taking their lunch during that inspection.

Council Member Oliver stated he is following up on some of the points that Council Member Rodriguez raised. With respect to fees, Mr. Montes had mentioned that Council has the discretion to raise those from time to time as per their Master Fee Schedule. He added that his question may be more for the City Attorney or for the City Administrator. He asked how they arrive to those fees when they determine the amount in the Master Fee Schedule. He just wants to make sure that this isn't necessarily an arbitrary amount. He asked what type of analysis goes into that.

City Administrator David Tooley replied that they do an analysis of the fully loaded hourly cost of employees and the hourly cost is a reflection of that analysis. He added that there is a legal requirement that there has to be a direct relationship between the fee charged and the cost of service.

Council Member Oliver referred to the 4-16.4, Entry and noted that there is a line that references inspection warrants having to go through a court of competent jurisdiction and asked that they elaborate on that. This is a question he received from several constituents and asked if it could be deemed an administrative proceeding for example at the City of Madera or if that is with say Madera Superior Court.

City Attorney Brent Richardson replied no and added that a court of competent jurisdiction would be Madera Superior Court and federal court would also have jurisdiction over them. He stated that the inspection warrant process is a state statutory process so that would go through Madera Superior Court. They have competent jurisdiction which means basically that they have jurisdiction over them.

Council Member Oliver stated that this is also an inquiry he received. If this program were to be passed and implemented, if the landlord were to want to be proactive and arrange that inspection at the front end or at the onset of an execution of a lease, could they work with this department to arrange that. He added that hopefully, at the beginning of the lease, it will also provide them additional documentation and backup, so to speak, on that particular lease agreement.

Mr. Montes replied that would be easier for the owner and for the City to do inspections when it is vacant. He added that rentals need to have inspections every three years so if it is easier for the owner to schedule an inspection when nobody is there, they don't have to worry about tenant, that is something that staff always wants to work with property owners and tenants to make sure that they get compliance. He added that compliance is the ultimate goal.

Council Member Robinson stated that when they sell a home, they do a thorough inspection and wondered what the City is inspecting.

Mr. Montes replied that they are inspecting violations of the California Health and Safety Code. He advised that there is a list: adequate sanitation; hot and cold running water; unit has to have a heater; can't have infestation of insects and rodents; structural hazards; all wiring, wiring that is dangerous so if it complied at the time of installation and it is still working properly, then it would not be a code violation; plumbing as well that even if it wasn't installed property as long as it is working safely then it wouldn't be an issue; mechanical

equipment; faulty weather protection; accumulation of debris or hazardous materials, that would be in common areas, exit facilities as well as portions of the building that are used for living that are not intended for those occupancies.

Council Member Robinson asked if some of that is under OSHA (Occupational Safety and Health Administration).

Mr. Montes stated that it is the California Health and Safety Code 17920.3 and it actually has a list of items.

Council Member Robinson asked if they will fine the landlord.

Mr. Montes replied that if the City finds a violation of the Health and Safety Code, they don't get an immediate fine. Everybody has a right to due process. They would inform them of the violation. They would inform them of the actual code section that they are violating. They would inform of the corrective action needed and they would give them a 30-day notice of violation, and in 30 days, they would do a reinspection to verify that those violations have been corrected.

Council Member Robinson asked if the landlord can ask the tenant to take care of it, fix it or give them an eviction notice.

Mr. Montes replied that they can. If they have it in their lease agreement but for the City it is a civil issue. The City does not get involved in. The City just needs to make sure that the violation is corrected. Who corrects it is largely irrelevant but ultimately the property owner would be responsible for that correction.

Council Member Robinson commented that they can use that to evict them.

Mr. Montes agreed and restated that if they have it in their lease agreement their tenant would be responsible, staff would make sure that the violation was corrected but they would be able to go back in...

Council Member Robinson said you could go in and say...well you got rodents...so they can write a statement and say...ok, I can get rid of you then.

Mr. Montes questioned the Council Member's statement...they can get rid of them. Mr. Montes commented that they can't retaliate for filing a complaint.

Council Member Robinson stated that they don't have to retaliate; they can just use their report to get rid of them.

Mr. Montes commented that if the conditions were caused by the tenant, that is an issue. There could be a situation where there are problem tenants. He noted that problem tenants also have to be discouraged from destroying the owner's property. They are responsible beyond their deposit. So if they have a \$1,000 deposit on the property and they do \$2,000 worth of damage, then they would not get their deposit back and they would be responsible for the remaining balance.

Council Member Robinson stated if they can afford it noting that a lot of people live month to month, one paycheck to being homeless.

Mayor Medellin asked if there are any other questions for Mr. Montes.

Council Member Rodriguez stated this is in regards to the amount of rental units. He understands that there are 8,500 rental units. His thing here is data, data that can attribute that a lot of these substandard housing are rentals. He asked if this ordinance will give them the tool to be able to provide data as far as how many of their current rentals are considered substandard so in the future, if this thing does pass or not, how do they keep track of that for future council's to be able to see that hey, there is something in place to be able to track the rental stock, and what is substandard and what is not substandard.

Mr. Montes advised that currently they maintain a database. They track types of cases, the conditions that exist there, and they have a site history. So they would be able to keep data on that and especially if they are inspecting all rental units it stands to reason that they would be able to keep those statistics. They currently do not have a very accurate estimate of what it is would be considered substandard. They know through the Housing Element estimates that it is a significant number and through observation that it is a significant number but the exact number is something they don't have. This would provide a mechanism to track that information.

Council Member Holley stated they are talking about homes that were done back in the 70's. If he looks around Madera, that sounds like they are down on the southeast side of town. He wouldn't want to look at this ordinance and the first district they tackle is going to be the southeast side. He has had a lot of folks calling him and telling him how this would cause either their rent to go up or they would be subject to have to move. After hearing some of the people speak, he wondered what brought this to the attention that they would go with the standard of houses done in the 70's. He asked if it is all houses, are they just trying to bring the houses that have been here the longest up to standard.

Mr. Montes replied that it would eventually be all non-exempt housing. The implementation is going to be at 1970 and then they are going to roll forward until all non-exempt properties are under inspection. He stated that it is a matter of logistics. They can say they are going to go and inspect every single property every year but are they going to be able to do that; probably not so they have to start where they know the issues are. He noted that pre-1970 is not just on the eastside. It is on the west side. His house was built in '54 so his house would qualify if it was a rental.

Mayor Medellin asked if there are any other questions for Mr. Montes. There were no other questions and Mayor Medellin opened the public hearing. He called on Ms. Govett who has been waiting patiently. Mayor Medellin also announced that anyone else wishing to speak after that may raise their hand or mosey over to the podium. He advised that he will ask for name and address of speakers.

Ginger Govett, residing in Madera, California, stated she is a local realtor and property manager addressing them on behalf of the Coalition of Affordable Housing Advocates, property owners and property managers who had retained Coleman & Horowitz Attorneys at Law. She noted that all of them in this room are aware of the housing crisis that swept their nation back in 2008. She stated that the Central Valley, including Madera was hard hit. Many homes were sold to investors as they were willing to pay cash, remodel the homes, and rent them out for decent returns on investment. She stated fast forward to the present time. Their State of California, including Madera has a shortage of housing inventory. She stated that rents have not kept up with the pace of increased values over the past few years hence, the return of investment for investors buying rentals has substantially diminished. She added that rental homes that were purchased at lower price points and used as rentals are not being sold at higher price points to first time homebuyers. She commented that rental homes are not returning to the rental pool. Ms. Govett stated that a rental home purchased at a lower price point in 2008 provided for a return on the investment for the property to be used as a rental.

Ms. Govett stated that as prices have increased, and the rental is sold for a higher dollar amount, an investor does not view the property as a good candidate for a rental in regards to return on investment. With this added layer of government and regulatory environment, this will only increase the transfer of rental homes being sold to first time homebuyers. She added that supply of affordable rentals will be reduced. She stated that the demand for rental homes means increase in rents. Of the remaining homes that do stay as rentals, the increase of cost of compliance will be passed on to the tenant via rent increase.

Ms. Govett stated that the City of Madera will no longer be known for affordable rental housing. She noted that yesterday by email, the Council received a letter from their legal counsel which outlines the main reasons the proposed rental inspection ordinance should be opposed. As written in the letter, at its core, the proposed ordinance is a system that subjects single family homes and rental units to ongoing registration, certification, owner inspections, city inspections, and a series of fines and penalties for any

infractions. After their evaluation of the proposed ordinance, it is concluded that the new laws are neither a practical, economic, nor safe legal way to achieve the stated purposes.

Ms. Govett stated they humbly ask that the Council carefully consider the evaluation of the proposed rental inspection ordinance performed by Coleman & Horowitz, Attorneys at Law. Ms. Govett stated at this time she is presenting many signatures from the Coalition of Affordable Housing Advocates, property owners and property managers who oppose any rental inspection ordinance. Ms. Govett thanked the Council for their time and consideration.

Council Member Oliver stated this is with respect to the economics of the housing stock and asked if there is a demand for such a housing product that may be offered at a certain price point but may not have all the amenities that they might deem meeting health and safety and sanitation requirements in code as outlined by the state, should that transaction occur because of that supply and that demand.

Ms. Govett stated she is not sure she understands his question. She asked if he is asking that the property that is being sold is not up to standard.

Council Member Oliver stated that the property that is being listed or is available for rent. He noted that let's say that it may not meet some of the codes as required by state law as far as safety and health concerns and sanitation, but if there is a demand for that product, let's say at a lower price point, should that commercial transaction occur.

Ms. Govett answered that it should not until... it's got to be habitable. She added that it's got to be safe to live in. To a property manager talking with a property owner, they walk through the home. They look at things. As a real estate broker, and they are thinking of using it as a rental, they walk through. They look at those things. They have inspections done.

Council Member Oliver stated that he is thinking of the private market place. If there are no brokers, property management or realtors involved although they would encourage that they are, in the private market place, in the economics of this housing stock, should that transaction occur if that particular unit does not meet basic health and safety codes as outlined by the State of California.

Ms. Govett stated that whatever occurs should occur because both parties are in agreement. Whatever that situation is...a person is not forced to rent a home so if they see that it's not what they think it should be, then they shouldn't apply to rent it. No one is forced to rent a property that is not pleasing to them.

Council Member Oliver asked what if they have children.

Ms. Govett restated that they are not required, they are not forced to rent a property if it is not pleasing.

Beth Maree, residing in Madera, California, stated she is also the AE (Association Executive) of the Madera Association of Realtors but she presents tonight on behalf of the community. They have been working with Mr. Montes since May of 2016 on this ordinance. She stated that unfortunately there are still some issues she would like to bring to the floor.

Ms. Maree stated this ordinance is supposed to eradicate the blight of property but worse than that, she believes it is going to cause human blight, homelessness. She noted that rents in Madera are already high. She commented that people take whatever they can get even if it stretches their budget. She advised that right now a one bedroom apartment is \$890 a month and that is not going to work for a family and the predominant populations in Madera are families.

Ms. Maree stated that this ordinance will push all the fees down to the tenant punishing the innocent victims of the slumlord's crimes and pricing them out of the market. In addition, she believes it is prudent to listen to the Constitution. She stated that the Fourth Amendment states that the right of people to be secure in their house against unreasonable searches shall not be violated but upon probable cause. She noted that

there are certainly slumlords in Madera and their properties need to be repaired. She added that there will be many tenants with no complaints whose privacy will be invaded punishing the majority for the bad behavior of the few. She added that the Fourteenth Amendment states that no state shall make or enforce any law which shall deny to any person within its jurisdiction the equal protection of its laws.

Ms. Maree stated that the result of the ordinance will be that there will be two classes of residents in Madera. There will tenants and homeowners. She added that the renters will be treated like second class citizens where their rights and privacy can and will be violated by the City. She stated that many of the blight homes are not even rentals and yet they have blue tarps on the roofs and falling down fences. She wondered what can be done about those.

Ms. Maree stated she would offer her solutions. First, they want to applaud the City's recent education campaign. They are willing to participate and support in the effort including tenants' rights and responsibilities as well as training people on affordability of homeownership in Madera. They would like to encourage the City to give it more time. She stated that the education process of teaching tenants what they can do when they have a bad situation in their home has just started. They haven't even had the time to see the fruition of that come to Code Enforcement yet.

Ms. Maree stated that second, they have in place an ordinance that with minimum adjustments could eliminate the slumlord issue without harming every tenant in Madera. They met with the City Council Members and the City Attorney some time last year. At that time, the City stated that the present ordinance does not work because it has a cap of \$100 per violation. Ms. Maree stated their suggestion was that the City eliminate that cap and set it up so if a property is visited more than once, the fine would go up also for every subsequent violation until the property is repaired. Not that it would be reset to \$100 when they kick the tenant out and then the City comes back which is the way it is right now so until the property is repaired or they could put a lien on the property if the fines go unpaid. At that time, the City Attorney said that was a viable option. They request that this ordinance, based on that consideration, and that other attention is brought to the subject tonight be tabled and that the present ordinance augmentations be considered thereby protecting tenants' rights without penalizing them as second class citizens.

Mayor Medellin asked if there were any questions for Ms. Maree. No questions were asked.

Leticia Robles, residing in Madera, California, stated she will try to keep this brief. She moved to Madera 14 years ago with her husband who was in the service for 25 years. He passed away. They were homeowners. She lost her home when he passed away so she along with her two children relocated to the City. She was desperate. She needed a place to live with her two kids since they lost the home they had here in Madera. She moved in to where she is at currently. She paid her deposit. Did everything she needed to do. She signed her lease agreement. There were some issues at the time of the walk in that she noticed needed to be addressed. She addressed them and was told by the landlord that she would get back to her in regards to the repairs needed. One of the repairs is that she didn't have hot water upstairs. The plumbing was not working correctly but she said it happened periodically because it was an old building. Second was the electrical fuses on her stove. Every time she would try to cook on her stove she would get shocked or it would burn out. The last thing that really threw her through for a whirlwind was the football player at night, the rats. She is not talking mice; she is talking rats. They were actually playing football up there in between the walls and everywhere, absolutely everywhere. She did everything that she could to keep it clean. She did anything she could do to help. She would give her mousetraps and said if she kept her garage door closed which was damaged because it doesn't close properly, and she said if she stopped coming in and out of her garage maybe the rats won't come in. She kind of just got upset and she tried to address it every time she turned in her rent which was \$945 a month. She would put a note on there, photocopy it, take pictures of everything she saw and she would email them and get no response. Finally the landlord said if she didn't like it that she could find somewhere else to go. Unfortunately she doesn't so she started doing her research and looking into what as a renter she has rights and why isn't this place being inspected. She found out that the majority of the people that live in her apartment complex are minorities, Hispanics that are afraid of being intimidated and being homeless. Unfortunately she is in that position right now but she is in fear that if she says who the owner is, she will be evicted with her two

children. She doesn't think she has asthma and she has some medical issues. She contacted PG&E because her PG&E was sky way. The owner declined cooperating, letting them come in to weatherize her apartment. The owner told them that she didn't want them on the property so she has done everything in her power to try to eliminate the problems at her expense. She is at the point where else does she go. She is asking that the City, please, if there are people that are being intimidated, they shouldn't, they have rights, they work. She works a full time job. Her kids work a full time job just so they can have food on the table and have adequate hygiene. She just thinks that it is a shame that when they go out for help there is no type of protection for people that are renting. She is not out here to make money. She is not out here for nothing. She is looking to relocate but unfortunately the owner is the type of person that is uncooperative that she probably won't get her deposit back. Right now she has a fan that doesn't work. She still has the rats. She still doesn't have hot water. She still can't use her stove and she still pays \$945 a month. She doesn't know and wondered where does she go from here. She thought she would bring that to their attention in regards to this ordinance that she thinks...there are some really serious problems out there and some people won't come forward but she will because somebody has to be the voice for them. She might get evicted. They might see her homeless so buy her a cup of coffee.

Mayor Medellin thanked Ms. Robles.

Mike Claiborne stated he is an attorney with Leadership Counsel for Justice and Accountability. They submitted a letter in support of the rental ordinance which he thinks they referenced earlier. Mr. Claiborne advised that Leadership Counsel is a non-profit that works in the San Joaquin Valley with low income communities some of which are here tonight, members of Lideres Campesinas who they work with and a couple of which will speak in favor of the rental inspection ordinance.

Mr. Claiborne stated before he gets into his points he will address a few comments made by previous speakers. One, he would highlight again that the first speaker maintained, he thinks, correctly should be habitable and safe for everybody that lives in them. Second, he thinks there is a false choice between a lack of affordable housing which admittedly is an issue and making sure that the housing that is available for rent is safe. They can do both and they should both. He thinks the rental inspection ordinance is a good way to start to address substandard housing. As to the Fourth Amendment issue, that issue came up when Fresno recently considered a rental inspection ordinance similar to the one that is considered today, at that time, as an attorney he looked it up, the Supreme Court in 1968 held that rental inspection ordinances are constitutional, compliant with the Fourth Amendment especially when as here there is a provision that says that a warrant needs to be obtained if there is no consent. He stated that there is no Fourth Amendment problem here. Finally, he would address the point that the last speaker just made. One of the reasons inspections are required is that tenants are afraid of retaliation and they are afraid for good reason. He noted that people deserve safe housing but if they complain to a landlord there is a good chance of retaliation in certain cases especially if it is substandard housing and a lot of people don't take those risks so without an inspection program, they don't know what housing is substandard and they can't fix the problem. They can't make sure that children live in safe conditions so rental inspection is really important.

Mr. Claiborne stated that with that said and their strong support, they do have a few improvements that they suggested in the letter. The first one is the implementation plan starting with housing built earlier than 1970 he thinks is not adequate. Housing built 45 years ago is just as likely to be substandard as housing built 47 years ago. He stated that is still old housing and he thinks that maybe they prioritize based on the age of housing but they shouldn't limit the City's ability to inspect homes built in the 70's, 80's or 90's.

Mr. Claiborne stated that second, they think that the exemption of 10 year old property is a little too long. He added that third, self-certification is more of a drafting issue but it doesn't specify whether self-certified properties will be inspected 10 percent per year or 10 percent over what time period and they also think that the percentage should be a little bit higher maybe 20 percent.

Mr. Claiborne stated the fourth, in terms of amount of notice provided to landlords, 30 days, Fresno did 14 days for notice. He thinks that is probably a little more reasonable although it is a small point. Regarding

transparency, they think that the ordinance should require that information be provided in both English and Spanish given the large Spanish speaking population in Madera. Finally, they are happy that there are displacement provisions to protect renters who are displaced because they live in substandard housing that is ultimately condemned but they think that those provision should be mandatory rather than permissive.

Mr. Claiborne stated that in conclusion, really their main issue is the implementation schedule but they would like to register their strong support for what the Mayor and City Council are considering and hope that it passes.

Council Member Holley stated that Mr. Claiborne brought up a good point and that lady just came up here and gave them her story. He asked Mr. Claiborne what he would do in that situation. How would he help her?

Mr. Claiborne replied honestly, as an attorney, he has been presented with that choice. It is difficult to provide advice to speak up to be honest depending on the situation obviously. But, even if there is clear evidence of substandard housing, the risk of retaliation is so great that there are times that he has advised people not to speak up and honestly that is heartbreaking. He added that people shouldn't have to live in substandard housing for fear of being kicked out of the only housing they can afford, the only housing that they live in. He thinks it is a really high risk that people shouldn't have to face.

Council Member Holley asked Mr. Claiborne again how he would help her noting that was his question.

Mr. Claiborne stated in his position often times he can't help. He thinks that housing inspection is a great way to address that problem because people face choices that they shouldn't have to face.

Council Member Holley stated he answered it and thanked him.

Mayor Medellin thanked Mr. Claiborne.

Maria Rubio was assisted by a translator. Good evening my name is Maria Rubio. The last time I was here I spoke about my case, the treatment I am receiving at the current apartment that I live in. Now because I have called the City and reported some issues the owner is kicking me out, giving me 90 days to do so with the excuse that he is going to remodel only my unit even though there are three units that are also needing remodeling. For me this is really frustrating not only for me but also my husband, my kids and the reason why is because we have to go out and spend our time to find other houses. That is time gas and even our health is impacted by this. We know that several Section 8 houses are difficult to find, they are hard to find. This same frustration is passed on to our children and affects their health as well. It is not right that just because I made a complaint to fix some of the issues, that they are kicking me out. They are not listening to me. They don't listen and for this reason I am also being kicked out. I would like that this ordinance pass because the abuse on renters and their families is great. It is really high and we suffer from it because this is abuse for the simple reason that we want to live in healthy homes. Also there is a part of the ordinance where it states that the City may help for financial help in case a resident is displaced they would help financially. I believe this should be a requirement. This should state the City must help out those that are displaced because of these reasons. The reasoning is because a lot of the renters don't have money for the down payment or to move so I really hope that this ordinance moves forward. That's it and thank you so much for listening.

Council Member Oliver stated that the Executive Director of the Madera Housing Authority is in attendance. He thinks it would be advantageous to perhaps connect with each other and share some information in the event that the Housing Authority might be poised to assist her.

The translator stated they would love to connect and talk more.

Mayor Medellin thanked Ms. Rubio.

Greg Terzakis stated he is the Senior Vice President with the California Apartment Association (CAA). They are here in support of the ordinance as it is written. As they spoke at the workshop, they believe that there are really three classes of landlords: those who are good, those who need education, and those who aren't going to do the right thing unless they are absolutely forced to. They believe in working with City staff, and by the way it has been a real pleasure working with their staff, that this ordinance addresses the issues that are caused by slumlords, if to use the "s" word. Their concern is that the ordinance not unfairly penalize property owners and managers that are doing the right thing. He speaks on behalf of their members. He doesn't speak on behalf of the multi-family housing in the industry in its entirety. Their membership has a code of ethics. He believes that if every owner and manager in the City of Madera adhered to those ethics, they wouldn't all be here tonight. They wouldn't need an ordinance but unfortunately, that is not the case.

Mr. Terzakis stated he wanted to point out a couple of things. One, he does like the fact that in working with City staff, he believes Council Member Robinson talked about the code. He stated that there is Civil Code 1941.4 which are the affirmative obligations of the owner or manager to provide the property. He added that there is also section 1941.2 which speaks to the obligations of the tenant and that is also something that they think is very important that there are times when it is the behavior of the occupant that causes the problems. He stated that is not in every case by any means but there needs to be some sort of ability for an inspector to be able to look at a property and understand that if there are, as an example, insect infestation and there are four weeks of pizza boxes in the living room, there may be a correlation between the actions of the tenant and the problem. They also think that in doing this, they are going to get an understanding of exactly the scope of depth and breadth of the problem. They can't fix, they can't measure and as soon as this is done, they believe that they will segregate the good actors from the bad. They would be happy to work with the City as they are in the City of Fresno on education with tenants and property owners and managers so they both know what their obligations are. That will allow City staff to concentrate on the owners that absolutely refuse to do the right thing. They so talked about the discourse on inequality; the perfectibility of man. They would love that. They would love the fact that if everyone did the right thing but sometimes they won't unless they are forced to. They believe this ordinance deals with that issue in an effective way.

Mr. Terzakis stated they do oppose any audibles called tonight. They support the ordinance as written and as was submitted. To Council Member Holley's point regarding inspection of property, when they worked with the City of Fresno on this and this was an issue that went on for 18 months there were a few criteria that they used ultimately to determine how best to address this issue. One was property age. One was the number of calls on the property from code enforcement. Another was the number of calls for service from public safety and fire and the fourth was the proximity to public schools. Those were the areas where they concentrated on first.

Mr. Terzakis directed his comment to Council Member Rodriguez and stated that he shares his concern that this cannot be a profit center for the City. He feels confident in working with staff and some of the Council Members he has spoken to on the phone, that the real direct costs are passed on and in the future, if the fee schedule were to be revisited, their support would be conditional upon what those fees were whether or not they wanted to move forward with it. As it stands now, the assurances that CAA has been given it would be essentially a direct passthrough and not a profit center, which again completely de-incentivizes the program and creates a problem there with inspecting properties that may not need to be inspected because it happens to be a revenue generator. Mr. Terzakis offered to answer any questions.

Mayor Medellin asked if there are any questions for Mr. Terzakis. No questions were asked. Mayor Medellin stated he appreciates Mr. Terzakis' experience and insight he brings to the table and meeting with the City on multiple occasions and thanked him.

Mayor Medellin asked if anybody else would like to speak.

Mira Torres stated she owns Realty World Real Estate Professionals located at 413 W. Yosemite Avenue. She is a realtor and she is the Government Affairs Director for Madera Association of Realtors. She advised that part of the conversation was about the supply. She stated that if they have enough housing for their

tenants, and believe her that all the realtors want everybody to live in adequate, safe housing. That is their goal but in order to invite developers to come into Madera and putting the ordinance out there for them to know about, is that gonna give them incentives to come and build in Madera. They need to be able to just really focus on a proactive move and visionary to Madera. If they can build additional housing that will accommodate the one bedroom, two bedroom, and three bedrooms, people will not accept living in substandard housing. They do need to go ahead and target these individuals properties that have these conditions and fix them. She just really feels that there's got to be a different vehicle to focus, really gear into these problematic properties because everybody needs and should live in safe housing. She is a parent and she would never allow her children to live in a house that is unsafe for them. They would just continue looking until they can find something that is adequate and safe. Sometimes they need to be able to look for resources and that is where you go to the Section 8 housing for some of the people that are in need of that or what else can they do as a community, as a City. For them to be able to comply with the need of housing for their young adults for their families and for their elderly. They need to be proactive in being able to really solve the problems that are coming and in addition to let's focus on getting the properties in good repair and safe and identifying that that is not the only thing that they need to work on. They need to be able to build additional housing for purchase and many, many for residential rental housing as well. Even if it is going to be the single family and/or the multi-family units, they just need to be able. They have lots of land. They need to be able to entice and invite their developers to be able to build that and to be able to invite the community that they want Madera to attract. They want to be able to attract everybody because they want to be a welcome to Madera proactive move. They as realtors want to be able to be part of that just like they are having their visionary meeting that's coming up next week in addition to a lot of other programs that they are working with the City. She highly recommends that they really focus on the workshops and the outreach to the community to be able to really reach out to their tenants and educate them about the responsibilities and of course their rights. If they are living in substandard housing, she would be the first one to say...let me help you with that...let's go and talk to that landlord...or let me take you to the City entity, the Code Enforcement that is already in place...for them to be able to get that situation resolved because they do have something in place right now with the City of Madera which is their Code Enforcement. She stated that a lot of these problems that were identified at the beginning of the presentation when it was first initiated by Steve Montes...those photos were taken by one of their City staff that were invited into the home. If they can really educate their tenant community and let them know that it is ok for them to come up and it is ok for them to follow through with that and then just be able to have a safety net as the community for their residents to be able to get that adequate housing that they are talking about. Ms. Torres stated that the solution is the supply because nobody is gonna want to choose this really nice looking property for this not so looking property as long as they are compatible in price. She stated that it only makes sense.

Ms. Torres referenced setting policy whether it is the Code Enforcement or any other policy, policy she believes that it should be transparent, easy to interpret and again easy for people that come after them to be able to follow and for the true intent of that policy. She noted that it is important that what is a problem today may be shifted a little bit 10 years down the road and they need to be able to adjust with that change to be able to see that they are adequately really embracing the problem and considering all the solutions to be able to really target and really work on that one identified problem and not really work on putting a blanket on a lot of the others that is going to take more time than just really focusing on the ones that they need to focus on. Ms. Torres offered to answer questions and thanked the Council. No questions were asked.

Luis Candelario stated he is a Real Estate/Broker Associate with Century 21 and he called each of the Council earlier and left either a message or spoke to them. He sees some pretty serious flaws with this mission statement called the purpose statement and findings. He thinks the rest of the stuff is really irrelevant if they really think/look at it. He stated that first of all, it is on there that they have 8,500 rental housing units. If they say 10 percent of these renters came in and said that they had issues with their rentals that is .1 percent if they calculate it. He stated that 1 percent of tenants have problems with the housing that is here in Madera. The next part of the mission statement, the purpose and findings statement, according to them is preventing or eliminating slums and blight addressing community development needs, have a particular urgency because rental housing often deteriorates over time which is obvious noting that

rental housing does but again, this is .1 percent of all the renters that are actually complaining. They have a Code Enforcement already so he doesn't see why they would need to implement something like this because it seems like they are just creating another agency to oversee another agency, more bureaucracy spending more money when they could actually be using that to be more useful to other purposes to actually going after these rental units that actually do repairs and helping them bring them up to code or helping the people that are actually renting and that are in a situation like the lady that was here earlier.

Mr. Candelario stated that it goes further to say that routine inspections need to be conducted. Again, more fees, more red tape. He thinks this purpose and findings is really thinking that rental is inelastic. People, if they are renting and all of a sudden they get hit with a bill, the landlord, they are going to go ahead and pass it on to the renter and the renter is not going to be able to pay it so they are going to have to leave and it is creating more red tape, more people. In reality it is really disrupting the community more rather than helping it because of the simple fact that this could be creating more red tape for the good landlords out there, for .1 percent of the renters that have issues with their rental unit. They are stating that they are going to be able to provide a reasonable guarantee. He doesn't think that is true.

Mr. Candelario referred to the question asked by Council Member Oliver that should people be forced to buy something essentially, paraphrasing, but should people be forced to buy something that is substandard. He noted that real estate or really anything, it is an agreement between two people. He has been in this business for nearly about 20 years and he has shown houses to clients and he thought to himself this house is no good for them...this house is really ugly...it has this that the other whatever. Before he know it he had to shut up because they really loved the house. They were like this is their dream house and he was really shocked but that was kind of like two years into the business and he realized, he was like there are people who have different ideas then he does. There are people who have different ideas of standardization than he does and as a government body, they are going to get into something that could possibly violate some people's rights in some way just simply because they are going to be setting standard for somebody...if they like 10 pizza boxes in their house, hey unfortunately that is the way they like to live. And if it is affecting the rental unit then obviously that is no good but he was just addressing that point there.

Mr. Candelario stated that a really important note is that Fresno City passed their ordinance by a vote of 4-3. It still wasn't unanimous. It wasn't like all seven of them said heck ya let's do this so that is something to take into consideration.

Mr. Candelario stated he would like to touch on the first attorney that talked about false choice of affordable housing. He is paraphrasing again. He doesn't think that is necessarily true because there is affordable housing out there. People have to make to work. They can't also try and make Madera a welfare city and try to provide every single thing to some people. They have to give them some sort of incentive to be able to work, to be able to be proud of possibly trying to own something or be proud of taking care of rental units they are renting.

Mr. Candelario referred to the points heard that they are afraid of retaliation. He stated that it's true but he thinks that goes in anything. He thinks if you are an employee and you want to be a whistleblower, you might get retaliated on too. He doesn't know how necessarily that can come into play here noting that obviously there is a risk. There is a risk to say...hey, you know what my house is in substandard condition.

Mr. Candelario referred to the point where they want to track some of these but there is no reference in here that says there's this amount of percentage of properties that's substandard; it's just a blanket statement...there is blight in the City of Madera as if the City was falling down and that is not true.

Mr. Candelario stated there are other things that they could use money for in the City of Madera like the old downtown districts, in their streets, making the City really big. One of the things he thought about was that they have to try and bring more businesses. They have to try and attract them and they are not going to be able to do that by implementing things that are going to be restricting businesses from coming in. He likes going to Walmart but Target has a lot of organic stuff that he likes and he has to drive 15 minutes out there and people are going to do those same decisions if they don't have that type of economy here and

this is going through a lot of red tapes for a lot of the good landlords out there and again it is less than .1 percent of the rentals that are out there that are substandard according to them and that would be as if 10 of them came in today and he thinks maybe three of them came in.

Mayor Medellin thanked Mr. Candelario and stated that his numbers are a little skewed. It is not less than .1 percent and the Fresno City vote was 5-2 not 4-3. Mayor Medellin thanked Mr. Candelario for his comments.

Council Member Oliver stated he has one other item to clarify with respect to his comments. He understands that people have different standards as far as what is habitable and whatnot. He thinks the follow up question was should that transaction occur, if there are knowingly children involved, should those children be subject to units of squalor.

Mr. Candelario replied he thinks it depends on the person purchasing it.

Council Member Oliver stated for rent and he would assume that if Mr. Candelario were the agent on that deal, it probably wouldn't happen.

Mr. Candelario agreed and stated when you are buying a property, you have an appraiser, inspection...

Council Member Oliver restated for rent.

Mr. Candelario replied if the person is gonna go out there and sees that it is substandard, if it is substandard to them, then they should not but what he may deem as substandard may not necessarily be substandard to another person.

Mayor Pro Tem Foley Gallegos stated that Mr. Candelario has been in the real estate business for 20 years and asked him to confirm.

Mr. Candelario replied yes.

Mayor Pro Tem Gallegos commended him for his passion about this ordinance. She stated that the real estate community and City staff have been working on this for over a year. She asked him if he attended any of those meetings.

Mr. Candelario replied he did not.

Mayor Pro Tem Gallegos thanked him.

Mayor Medellin called for the next speaker.

Mike Pistorosi with DMP Development stated he is going to make an emotional appeal to the Council tonight and that appeal is let's make Madera a better place to live. He is tired of seeing substandard housing in Madera. Between himself and his partner, they control 600 units in the City of Madera. None of them are substandard. They feel that there are two classes of landlords: those who care and those that are only here to profit and just care about the rate of return, don't care about the community, they don't care about their tenants, they don't care about their properties. He stated that this ordinance will help clean that up and the landlords who are not conscionable in the way that they run their business... there have been comments made by various realtors, not tonight, but there have been comments made by various realtors...oh they'll leave town...good. He stated get them out of town; they don't need them. They need to improve this community. He has lived here all his life. He has watched things deteriorate in town and granted things do deteriorate over time but let's clean this City up, let's help make it a habitable place with safe, clean housing. He added that Ms. Torres commented about people coming into town and making investments in the community and building more apartments, if the demand is there and the returns are there, it will happen. Mr. Pistorosi stated that is all he has to say and offered to answer questions.

Mayor Medellin asked if there are any questions for Mr. Pistoresi. No questions were asked and Mayor Medellin thanked Mr. Pistoresi.

Ubaldo Garcia, residing in Madera, California, stated he is a licensed architect. He has several friends and clients in the audience. He wants to disclose that he is not here to express any of their interests except his own. Sitting here listening to both arguments and previous arguments that he has had with many different people, he feels that this ordinance is a very sharp double-edged sword but looking at the pros and cons and the facts, he will give them the reason why he personally believes that this ordinance should be passed. He wants to say that none of them, when they walked into this building, made a conscience decision whether to enter or not. The reason they did that is because when the building was built there was a licensed architect that put his name and his license on the line and there was somebody that verified that this building was safe to occupy. It met life, health and safety. That is basically what it means. Mr. Garcia stated that every commercial building and office space in the City of Madera gets inspected by the City of Madera. He believes the Fire Marshal does. When they walk into a house that has never been inspected, how do they know if they are not a professional in building or anything like that, if you are just a kid that graduated from high school, you're 18 years old and you are putting your money down for renting an apartment, how do you know simply having your child sitting in the living room where there is an exposed electrical outlet could potentially kill them if the receptacle is not protected by an AFC receptacle. That is something that would cost somebody's life. Mr. Garcia stated that he knows for a fact that this ordinance is going to cost money. He also owns rental property so personally for him as well. None of his are in a blight. He is sure there are some issues. There is litter. The only thing he asks of the Council Members is that they don't set this in granite for ever and ever. They should come back and revisit this on a three month or six month or whatever basis, version 1.1, 1.2. The ordinance has to indicate whether the violation is oriented for the tenant or the landlord because there are some really bad tenants out there and there are some good ones. There are also some really bad landlords and he has seen it. They need to protect those people that either don't speak the language, don't understand the law or just simply don't have the time. It is their duty whether it costs money or loses profit. If people want to leave out of town or investors so be it. He will be more than happy to buy as many properties as they throw out there. They just have to do the right thing even if it costs money. They need to set up a record to where landlords that have a good standing record have priority. They should think about the staffing issue because 8,500 units...say every unit took one hour to inspect that will be four people full time just in one year lapse so it would take one year just to inspect those 8,500 units. Mr. Garcia commented that the problem right now is there are a lot of people flipping houses so tenants are getting evicted for no reason at all and they are having to accept even those that speak English and understand a part of the law, they are having to accept substandard because there is nothing out there. He has lists of people in his phone of people that call him every month or every other week just looking for units and it is bad but the City could do something about that with maybe lowering permit fees or things like that but that is a completely separate issue. When it comes down to it, they need to provide safe, habitable homes. That doesn't mean pretty. It has nothing to do with amenities. He stated that these are just basics running water, doors that open and close, windows that are not broken, roofs that don't have a tarp, electrical that is working those such things. They are not asking for anything special. He hopes they pass the ordinance and offered to answer questions.

Mayor Medellin asked if there are any questions for Mr. Garcia. No questions were asked and Mayor Medellin thanked Mr. Garcia.

Mayor Medellin asked if anyone else wishes to speak.

Joanna Torres, residing in Madera, California, stated she is going to be very brief because a lot of the men before her did very good points. She just wanted to let them know that she continues to support a rental inspection ordinance. She added that everyone deserves to live in healthy and safe homes and this ordinance will ensure that.

Mayor Medellin asked if anyone else wishes to speak.

Martha Garcia, residing in Madera, California stated she never rented a house. She owns her own house. She has some students from Madera High School that sometimes say...oh we live in this house and the bigger rats like this size and where do we go. She noted that they don't have papers. They are illegal and sometimes their parents are so afraid to go and complain to somebody because they are going to throw them out like the other lady. She thinks, if nobody has to fear that you're doing the wrong thing, you don't have to worry about it. People need to have somebody to go check and inspect every house. She thinks it's something humanity for people. She commends all the people that are in real estate and they make money by selling houses and they probably have so many houses. She asked what is this problem; give a little bit. If they have nothing to fear why do they have to worry about it. She thinks here in Madera they are finally doing the right thing. Worry about the community, the people. They don't have to worry what kind of people is...what kind like the mister said over here...well it is standard for everybody. She stated that well it is not her standard why is it standard for them. They are talking about humanity about people no rats...no some kind of inhumanity thing. She thinks all the real estate people some day they made money about those people too. She asked that they give a little bit to the community to make it better is a good start. She commends for each of them to pass this law.

Mayor Medellin thanked Ms. Garcia.

Connie Neal, residing in Madera, California stated she has lived on one block in Madera since 1963. She has seen the deterioration. They mentioned a while ago about these substandard housing being by schools. She is half a block of the ones she is talking about for Madera High. She stated that Madera High students come to these substandard houses and buy drugs morning, noon and night because the landlord doesn't care. As far as cleaning the place, in between tenants, as one is slamming the door going out another one is bringing them. They don't care if they have rats and they have babies in there. She asked if they can imagine their baby sleeping in a cardboard box and a mouse or a rat eating its toes. That's how these people live and they are afraid to speak up because they are not from this country and it is a person of their own nationality that is raping them. They need to get this town back in order. This town used to be a nice town and as she told Steve (Mr. Montes) today, Madera is the county seat of Madera County. She would rather go to Chowchilla or Raymond. They have better housing and stuff than we do. They take care of their people. People from out of town are buying these slumlord houses because the word is...oh, Madera is a cheap area...pick it up for nothing...make a bunch of money off it...they're not gonna do anything in Madera. Ms. Neal stated they are not like Fresno. They are not like these other towns. She stated they have problems over there. They've had people living in houses for months. No running water. No electricity. There is nothing that code can do. They can't get in there. This code they have right now is not working. They've got to come up with something else where the code inspectors can go in and see what actually is in these houses. She stated that now it is up to the tenant which they're scared to death. And do they think a slumlord is gonna let them in the house to investigate it, no. She stated there was one where the lady complained and she is moving out. He already had one moving in. She complained to the Code and he told him, you cannot rent, I'll bring in another renter until you get this up to code. What did he do, he didn't answer the Code Inspector's call and ignored him. She noted that they got in there and he apologized that he had to bring in a renter to make the repairs to have the money. She stated he's got five shanties right there, 500 bucks a pop. She stated that is just part of his little domain here. She noted that these people are living in there and it hasn't been brought up to code. She stated this is totally ridiculous and there are a lot of houses that are new that are run by slumlords. They don't care. She commented that a lady had a house burn down not too long ago here in Madera; it was full of marijuana grow. She's the landlord. She has the right to go in there and inspect. Property management has the right to inspect. She has a marijuana grow in a rental next to her with cameras on the fence and all that and there were little kids sleeping in tents in the backyard. She stated that these slumlords are more interested in putting money in their pocket and not improving those houses for those people. Everybody is a human and they all deserve the same right to live in decent housing. She hopes they pass this.

Luis Candelario asked to make a rebuttal.

Mayor Medellin asked Mr. Candelario to limit his time because he doesn't want to have this a personal rebuttal back and forth.

Mr. Cadelario stated he wanted to touch on the basis that people do need to be able to live in a nice comfortable home. He noted that again, they are arguing from the extremes in some cases and he doesn't know that this is necessarily the solution here. He thinks this is creating a little bit more red tape. There are a lot more avenues that people can go to really complain about landlords that have substandard housing but he just doesn't think that this is the place. He would like for them to vote no.

Mayor Medellin asked if anyone else would like to speak. Mayor Medellin reminded all that this is public comment and he is opening up to the public. He will close public comment when the last person speaks so there would be no more comment after that.

Naomi Stevens, residing in Madera, California stated she has lived all over California in her life. She has lived in different kinds of rentals. She sacrificed and bought a little house in 1977. She loves her little house but it has been a disaster. No one's addressed what people around these slum houses and apartments deal with especially since 2008. One little house was sold to a flipper. That person made money, flipped it. The minimum was done before they made these transactions and then when the bottom fell out of everything, the last guy standing was holding this little house that had been flipped over and over so he rented it out. As far as she knows, he lives in LA (Los Angeles). She never sees him around. She added that it has significantly decreased her life, liberty and happiness living next to it and dealing with everything. She quit calling Code Enforcement a long time ago because they can't go into a yard to check out what she is talking about. They can't go into a house so that is the way it's been.

Ms. Stevens stated that as far as encouraging developers and others to come into Madera she wondered who wants to come and develop when it is such a shanti town. She added that there are so many things that could be done to make this place pretty again and aesthetics have value. She would be willing to bet that none of them live in a house that is substandard, put up with substandard housing next door to. She added that sometimes when she is going over to the cemetery to pay respects to friends and relatives, it is like a different world from where she lives and over there are like two different countries. She noted that it is so pretty and lush. All the yards are well maintained. Nice homes. She doesn't know how many meetings she went to when they were trying to get their area redeveloped or saved. There were so many different meetings and it is still kind of pretty shabby looking. Regarding the house next to her, Ms. Stevens stated that the last owner did some painting on the fascia board because it was cracked and peeling and ugly. It needed to be scraped and painted. She added that he didn't bother to do it on the side that faces her so when she is standing at her kitchen sink, she has this horrible view.

Ms. Stevens stated that if people keep up with their rentals and they don't all have to go downhill; maybe they do but they don't have to. If they keep it up they don't have to worry about anything. She stated that the people that don't keep them up need a little reinforcement. Ms. Stevens thanked the Council.

Mayor Medellin thanked Ms. Stevens.

Mira Torres, business owner at 413 W. Yosemite Avenue, stated when she came up the first time, she mentioned that they do care for Madera. They are the realtors. They are accessible to all residents including the tenants and of course, all homeowners. They do highly advocate for property rights just like the lady that just spoke. She stated that yes they do care about her neighborhood. They care for every single neighborhood in this community. One of the many things they do with the City is they put a lot of volunteer hours into meetings and really decision making with their community leaders to make sure that they are moving in the right direction so they honestly do care about what is going on. Ms. Torres stated that she really felt offended by the comments that...I don't know about your realtors...what you're doing...because they have been really involved in the policy making or planning of this ordinance and many others such as neighborhood watch and so many other positive community things that are going on. Not only does she invite all the realtors, but she invites the entire community to come together because together they are going to build a better Madera and make an existing better Madera. She stated it is not about you and us. It is not like that. It is about them coming together, really working together on this. She stated that the realtors really are here to advocate for all property rights and they want to make sure that they are

respected. They also want to make sure that when the policy making is being made that it is transparent and that it is not going to cause all of these effects that are going to create additional homelessness or it's going to create additional problems. Ms. Torres noted that the inadequate housing issue is identified and it is taken care of. They are just thinking that it is a different vehicle that they need to take to get there but they still want to accomplish the same thing. She just wanted to make sure that all of the people understand that that's what they are here for today, for the entire community not for the realtor community only. Ms. Torres spoke in Spanish to the audience. Ms. Torres stated they are here for the entire community as realtors and also to work in conjunction with all of their City and County officials to be able to make a better Madera. Ms. Torres thanked the Council.

Mayor Medellin thanked Ms. Torres.

Angelina Garcia, residing in Madera, California, stated she is the manager of 76 apartments. She hopes they pass this. Her reason is that there are a lot of landlords that don't do what they are supposed to do. For example, they find out that they have like 13 apartments with bedbugs. Her boss told her they have to spray all of them because then it is going to be infested. One is going to pass it to the other one and another one so they did and this was a big investment for her boss. He was investing a lot in this and it was good. She noted that the thing is that they start having a lot of potential tenants saying that...you know what, I need to get out where I live because they are infested of bedbugs...they are full of roaches...we are living in a really bad situation. So, she is stuck with thinking ok they are not doing their job and now this person is coming to apply in this apartments. They already invest a lot of money and make sure that nobody has bed bugs and now she is trying to apply here and bring the bed bugs here. She noted that it is a chain. If the Council doesn't pass this, what will happen is that they are going to suffer; the people that do the right thing, they suffer from the people that don't do the right thing. She can see the little babies full of bites. They did the right thing. She stated that if the rest of the people don't do the right thing, they suffer from that. She asked that they please pass it.

Mayor Medellin stated to Ms. Garcia that it took a lot of courage for her to come down here and speak and thanked her for her comments.

Mayor Medellin asked if anyone else wishes to speak.

Ginger Govette, residing in Madera, California, stated she is coming back to the podium speaking to them as a landlord. She is a landlord. She had a situation with a tenant. Their lease agreement stated no pets; very clearly, agreed upon, signed by the tenant. When she made arrangements to do a periodic inspection on a home she owns, there was so much destruction done because they brought a pit bull into the property, a new puppy. If it had been under a rental inspection ordinance and the timing of it is that the City is ready to inspect her property, they could walk in and look at her property and say...why are you allowing your property to be like this for your tenant. If the timing would occur like that when in actuality, her property was in mint condition and now she's got quite a bit of money to spend to repair it. She stated that they damaged the siding on the outside of her home. She understands they've got issues with substandard. She does know that for Madera they have a very small percentage. They don't have 8,500 units of substandard housing. She stated that there is a different vehicle. There is another way to go at this than punishing everybody.

With the assistance of a translator, Maria Rubio stated if we stay quiet we are teaching our children to not speak up when these injustices are being done and that is a question she has, should we teach them that, should we teach them to stay quiet when there is obviously an abuse happening and for those reasons she urged the Council to pass this ordinance.

Jim Taubert, Executive Director for the Successor Agency to the Former Madera Redevelopment Agency, stated he couldn't possibly add to the body of information they've gotten tonight. He stated he wanted to bring out a couple of points. He thinks what this is about is establishing standards they want in their community and about improving those standards. He stated that there were percentages used about how many of these 85 units are considered to be substandard. He noted that in 2009 the City did a study, hired

an outside consultant and they identified 1,400 units that were in need of major rehabilitation. They identified 54 units that were considered delapidated but occupied. He stated those are the standards they find acceptable. In 2009, and without this ordinance, they continue to find that as acceptable today. Finally, they have to talk about keeping Madera affordable. They keep Madera affordable by encouraging substandard housing and not just the substandard housing. Again, he would encourage their unanimous support of this ordinance.

Council Member Oliver stated he has a follow up question on economic development and site selection and comparing Walmart versus Target. He noted that Mr. Taubert used to hold a position as director of their Economic Development Commission. He asked if he can elaborate in his experience as to what are some of the factors that go into site selectors, decision making when looking to locate into a community.

Mr. Taubert replied that when he was doing this in the 80's it was a different day and they didn't have a lot of the regulations that they have today which makes it more difficult today. But as far as their site tour, when they had location people here, they took them down Mainberry to show the quality of the housing. He noted that it wasn't just industrial land they were buying, they were buying into Madera. He added that it is very difficult to sell a community. He commented that every community has industrial land; what differentiates them is the quality of the remainder of their community in addition to the industrial sites. He would suggest today that if they did a citywide survey of their housing conditions that they would probably come up with a little higher number than came up in 2009. He doesn't know if that totally answers his question.

Mayor Medellin asked if there is anybody new that hasn't spoken before to come forward. No other requests were made and Mayor Medellin closed public comment. He brought the item back to Council for further discussion or question that they may have.

Council Member Rodriguez acknowledged the presence of their community leaders, their real estate community, their staff and those that came up and spoke in regards to this ordinance. Whether they support it or not, he wants to acknowledge that and thanked them for being here.

Council Member Rodriguez stated that over the last couple of months, some of the staff here and some of his colleagues, with the collaboration of their Real Estate Association, have come together to try to find solution for their current issue that they face which is their substandard housing. He wants to believe that they definitely made some ground there. They had some common goals in mind and some of those goals where to try to make Madera better. He noted that some of the elements in this ordinance were drafted because of the input that their local realtors have put together. He commended them for that because it is because of them that were here; because of them they are able to address the issues that they currently face here in their community. They want to acknowledge that. He really wants to thank them because in those meetings he learned a lot not only from their staff but also from them. What are the issues that face investors coming into Madera? They have to take that into consideration when drafting this ordinance. He offered kudos to them for really helping the City in drafting this. He stated that the one thing they couldn't agree on was the ordinance. Obviously if that didn't go through, that was the main issue but everything else, he thinks they are all in agreement that they wanted to benefit Madera in a very positive way. He thinks being here today demonstrates that they all have that same common ground that they want to make a difference in making their City better.

Council Member Rodriguez stated that he knows that passing this ordinance will definitely be a financial burden for some. He has to consider that because in the position that he sits in, he is in the real estate community. He has been in lending for the last 16 years and he holds personal relationships with some of them here and some of them he doesn't. So he knows what that entails. When he looks at them, when he sees them, when he goes to their luncheons, they all look at him. He wants to believe that they supported him based on his sincerity and that genuine aspiration to try to make Madera better. He hopes that whatever happens today that they still have that support to try to make their community better.

Council Member Rodriguez stated that one of the things that he noticed in Madera is that there is a disparity. There is a disparity in wealth and people don't see that; big disparity in wealth from the east to the west and it is always known because they are divided by a highway. But, those people that live on the east have less of equity, less wealth that they can transfer to their families because certain properties bring down those values. A lot have fled from there and moved to better locations and as realtors they all know that it's all about location. He stated that there is no reason why these people should not have that same opportunity to share that wealth. They can't do that if they don't address the issues at hand and those issues are the issues of substandard housing. As a real estate professional, it really hurts him. It is painful enough to sit up here and try to make a decision that would go against his professional views. But as a policy maker, he has to make that decision, that tough decision, that they instilled in him so that he could make Madera a better community. He hopes that he can still count on their support when they try to go forward and move this community forward. He noted that that disparity that exists, they can make it better by providing a better Madera, addressing the issues at hand and allowing those people to also have those same equalities that other people share. That's why he is in support of it. Although it hurts for some of them to hear that from his position, he has to support something that is going to move them forward. He understands the fees, he understands, that is why he questions that. He can assure them that he will have a watchful eye on this ordinance and at any point that it becomes such a burden to a lot of these good actors, then they can rest assured that he will be the first one to voice that out. He is there for them. He is there for the community and he hopes, and he wants to encourage his colleagues, to also support this. They should do it collectively. They are a body that wants to help move this community forward and he hopes that his colleagues also share the same sentiments that he does. He thanked them for their time.

Council Member Will Oliver apologized if he goes off track. He has about eight pages of notes and comments that he has taken from the great public testimony on both sides that they've received tonight. First he wants to state that they should be routing for their realtors success because their success, he thinks, is a good reflection and, he thinks it serves as a pulse of their local economy and how well their community is doing. He has no doubt whatsoever, and he would encourage that these real estate professionals have more work and are able to assist more people as they look to buy a home or rent a property because he trusts that they would help assist those people to make sure that they are doing their due diligence and make sure that it is a fair shake. Council Member Oliver stated he agrees with many of Ms. Torres' comments and he is appreciative of their efforts but what he thinks angers him so much is those who aren't here tonight because those who have the most to lose tonight, those who are going to be impacted the most tonight by the subject ordinance are those who are not even here, those who care less, those who aren't going to invest in their community...and simply are not here because they're not interested, they're not invested unlike the people that are here tonight whether they are for or whether they are against. He stated first, that angers him the most and he thinks they have to be mindful of that as far as the intent, he thinks the purpose and the focus of this subject ordinance.

Council Member Oliver stated that with regard to education and outreach, he absolutely agrees. He thinks that there were some great ideas raised as to how they can help assist in that regard. He thinks they have to be partners in that effort whether it be with the Realtor's Association or members of other stakeholders. However, he has to point to an example that they face each and every day through neighborhood watch. They have over 80 neighborhoods that have assembled at some point or another. Working with their Police Department (PD), working with their Realtor's Associations, their Revitalization Department and often, even if they have gone to that neighborhood three, four, or five times, oftentimes he thinks the biggest issue that they face is they're unlikely to call. And they have tried three, four, five, six times going back to a neighborhood with their beat officer speaking the same language that they speak. He noted that these are difficult challenges to bridge. There is no doubt about it. He agrees that education and outreach is central and it's paramount but it is not the only answer either. He thinks that their neighborhood watch efforts and he thinks that if they were to ask Chief Frazier, their PD and their Revitalization Team, they could attest to that and that is something they have to continue to work on.

Council Member Oliver stated he thinks that tonight's discussion serves as a call to action. It serves as a call to action to them as Council Members and as Commissioners on the Housing Authority. They have to make more affordable housing available. They have to make more housing available to their citizens

regardless of their income. He thinks this should serve as a call to action and at the same time, he doesn't know that they can afford to wait.

Council Member Oliver stated that as he is sitting here time, he was trying to reflect on finding the right words and going through all his pages of notes and he can't help to think of probably one of his idols growing up and still to this day, Robert Kennedy. As a matter of fact, this is almost to the day, the 49th year of his assassination and he said about change and about progress, paraphrasing...progress is a nice word but change is its motivator and there is no shortage of opposition or uncertainty when it comes to change. He stated that is inherent with the issues that they face in their community. He thinks that central to the discussion that they are having tonight but he thinks in this case, it would behoove them if they did not walk towards those challenges. They are not 100% sure as to what they are going to face. There are certainly going to be a lot of stubbed toes. There is going to be a necessity for adjustments and improvements but unless they take that step forward, they're not going to know. And in this case, as far as opposition it's been a good thing. It's been a great thing. He added that as a matter of fact, those that may not have shared the same interest or seen eye to eye with their staff and other stakeholders who have been driving this, come from a really good place and despite their opposition, they come back to the table each and every time and that should be celebrated because that is good policy making inherently. That he commends of the Realtor's Association, their real estate and development community for taking those steps forward despite the uncertainty and not knowing what's going to come down the pipeline. He appreciates that relationship and that partnership and he can guarantee them that the currency that has been built up over the last 12 or 16 months, however they've been looking at this ordinance, is not going to go away. It is going to build from here. He added that this Tuesday they have a great workshop together on the Vision 2025 project, one that he cares deeply about.

Council Member Oliver stated he is going to go back to the first workshop they had. He shared a story about a resident, a couple of blocks away from where he lives on Austin Avenue, two days before Christmas received a phone call from Fire Department saying they recently responded to an inquiry from an out of town property owner who was concerned with fumes that were emanating from her home. She wasn't sure exactly who was in there or what was happening. She thought to the best of her knowledge it was leased to her daughter. They went in that home. They found no running water, no electricity. They found high levels of carbon monoxide. They found makeshift piping installed from the stove to the living room window because they had to provide ventilation of the homemade fireplace that they created in that stove and there are children present there. Their Police Department got involved, Code Enforcement then got involved, kids had to be entered into CPS (Child Protective Services) custody two days before Christmas. He said at the first workshop if this is the answer what is the question. He pivoted back. He did not mean to put people on the spot as far as follow up questions and whatnot but he inherently means that this goes beyond a transaction of a tenant or a landlord. They have to think of those who are most vulnerable and those who really haven't had a voice throughout this whole time. He wondered who is that eight year old to call if they are subject to squalor. Are they going to call the Code Enforcement Officer? No, let alone a police officer, probably not. But they are not going to slice and dice whose responsibility that was whether it was their parents which maybe it was, whether it was the landlords; maybe they contributed to it. He commented that there is inherently an issue. He doesn't care if there are two children that lived in that household on Austin Avenue, he thinks it's worthwhile. He really does appreciate again, the discussion. He thinks they have to be proactive and face the challenges that fail to evade them. He thanked all in attendance whether they are for or against especially those who took on the courage to get up there and to speak whether they speak English or Spanish. That was very bold. He stated his appreciation to those that share a difference of opinion. He wants them to know that they are going to continue to work together and they are going to do some really great things.

Council Member Donald Holley stated he doesn't want them to applaud for him. He just wants them to listen. He came here with a mindset of something he didn't like. He wasn't agreeable with. He fought with it and then he got to thinking to about 20 years ago, maybe a little longer, he met Jim Taubert. He came to the southeast side of Madera. It was all tore up over there. It was ugly. It didn't look like he wanted to be in that kind of environment. He told Mr. Taubert...Jim, don't come over here and mess up my neighborhood. He isn't going to tell them what Mr. Taubert told him. But as he looks over there and he looks at the

development and how it has changed and how the houses look and how beautiful they are and how people have taken pride in most of them and then there are a few that don't want to do anything and he asks himself...and just before he got here, he had a meeting with one of his colleagues. They were talking and he fought against this. He's met with several people. He was really hurt, does he want to see this. He doesn't want them to have to look at a homeless situation and when he hears folks from Fresno talk to him, he gets bored because he sees what Fresno had. They had more homeless folks than we ever want to talk about but they don't have housing for them but to come here and tell him how Madera should look doesn't please him. But, he is concerned about Madera. He has been here all his life and he isn't going nowhere. He said that here to make a decision to care about what goes on in Madera. He didn't take this job lightly. He took this job because he is concerned not why people talk to him or what he sees as he goes around the City. He goes up and down Yosemite. That was a place...he walked up and down that street seven days a week, maybe eight hours a day. He was a shoe shine boy. He saw more of Madera than any of them probably would ever believe a young man could see. He started when he was six years old and ever since then Madera has been his heart. He grew up with a lot of friends going to school and he never thought about being in a political situation until he got into the Planning Commission. He got to thinking...what do I want Madera to really look like...what voice would I make to help his colleagues make Madera a better place to live and have people to bring jobs here...how can we face that...what can we do about it. He got deeper into it. He went to the County and he saw a bigger area. Then he thought about the Council where he could really make a decision to help those to help themselves. When people cry out, what can I do to make the City livable. He stated this is what it's about, people coming together. They're never going to always agree but they should never all disagree. What do we want? How do we look at this? How do we feel? They can say they don't want it. He is sure it's going to cost somebody some money but he would rather see a safe environment in his City than let somebody just keep doing what they want to do.

Council Member Holley stated that if a lady tells him she's got 100 bed bugs in her house, he knows what she's talking about because those things are not pretty. But if they've got a landlord that doesn't want to fix it, that's sad. But when they've got one that wants to fix it then that's a man who took pride in his community. He took pride in his property. When they look at this, what do they really want. Do they want to keep looking at this, keep saying ok it is gonna go away...no it's not because they have been at it for over 40 years and it hasn't gone away. He asked how do they fix it. This is an ordinance that he feels really had beat him up, tore him apart. He still really wasn't knowing how to say this but he thinks it helps them. He thinks they can get there. It might take a little while. The reason he asked the question about what side of town they would really base this at, it's all over. It's not just on the southeast side. He rides around Madera. It is everywhere now but like he was saying, Jim Taubert did a great job on the southeast side which he has done in other communities. He doesn't want to see that neighborhood go back to where it was when they were little kids. When they start something, let's finish it. He feels that they are going to get somewhere and this is the best way they can get there by setting rules and regulations to people. What really hurts is that a lot of these folks that own these homes today, have moved away and left their property to them. They've got to face the blight in this City. He has a lot of his friends that lived on the southeast side that own all these properties over there and none of them are here in Madera today but the tenants are here facing this reality of trying to get things fixed. He stated that you have to bring a landlord from LA to Oakland or whatever to come down here to try to fix your property and the next day he is gone. Those are his viewpoints. He thanked the realtors. He knows they did a great job and he supports them but he thinks they need to get further from where they are to fix up Madera.

Mayor Pro Tem Foley Gallegos stated her three colleagues have said a lot of what she wanted to say. She is going to be very brief because it's been a long night. First off, she loves Madera. She loves representing it and she would thank the realtors and their builders who are investing in Madera and staying here. That means a lot to her. They have a lot of investors that have rentals that do not live here. And like Ms. Stevenson said...you could be a property owner and you have to be terrorized by rentals that are substandard living next to you. They had at Madera High School a drug bust in a home that was a rental property. The investor in that home does not live here. Never came around. Just collected rent through the mail. There were children in this house and the neighbors next to this rental kept calling in. Code Enforcement did what they could do but only from the outside. There was no running water. There was no

electricity on. It was just not needed for these people to live like that. She stated that this investor got word of his home being in the newspaper about not taking care of it and now has moved out those renters, done beautiful things to the property. The neighbors are ecstatic because like Ms. Stevenson, they have an older little home in this area, if they know where Madera High is. They're not going anywhere. They are going to stay there for a long time. they love Madera. For her as an educator, she does see children with bed bugs all over their legs and she hears the kids say well my parents can't afford to have it taken care of and the landlord won't do anything. She sees it from a councilperson, as an educator, to a person who goes to neighborhood watches and hears what neighborhoods are saying, and the people in their community are saying.

Council Member Foley Gallegos stated she held a workshop town hall meeting with her constituents in District 1 because she has been really torn with this. She got a lot of input. She has been on the eastside and seen those homes like Councilman Oliver is talking about. She stated they need to do what is best for their community like stated by the Council Members here. She stated that what's best not just for their community but for their children because those are the ones that are going to lead Madera when they're no longer here. They want to tell them what's best like speaking up and saying what's right or wrong. As parents they are the models for their kids and if they don't go out there and say things, what are they telling them, that its ok to live like that. It's ok to do the things that their landlords are doing to them. She thanked them for their time and effort and for coming tonight and sticking around noting that it is a real important issue. She thanked them for being a part of this.

Council Member Robinson stated he has been going for it, against it, for it, against it. And he said...well going to have to pray about it...I'm going to have to come here and listen to everyone, the pros and the cons. He knows they need adequate jobs, affordable housing but they also need immigration reform and water and jobs so their citizens can afford decent housing which leads to homeownership. But, they need to build additional housing because the need is more than the supply. If their immigrant population had the assurance that they wouldn't be deported because of their status then they would be emboldened to report problems associated with their housing as well as crime directed against them.

Council Member Robinson stated that the water crisis has been devastating in their area. The community landscape has deteriorated because of the lack of water which has eroded housing prices and the appearances of the neighborhood. Plus they had Parkwood that needed to be placed on City's well system. He added that the aquifer is being depleted. He stated that maybe they need more HERO programs to bring housing up to code, PG&E, even OJT in the military, on the job training for their tenants to learn basic home improvement. He saw a woman on YouTube who built a two-story house just by looking at YouTube. When he had to work on his car, he went to YouTube to learn how to do basic work on his automobile. He stated that it also takes tenant to make steps to improve their situation. If they have rats, then get dCON. They need an ordinance that has to focus on the bad actors. They can streamline. They know who they are. Instead of penalizing all the landlords as a whole. They need a hotline to report inadequate housing to ensure life, health, and safety. They have a lot of people that are hoarders. They can't even get into their room. They've got so much stuff piled up to the ceiling. When it comes down to it, they need some guidelines in order to reform their inadequate housing. It might not be perfect but he thinks they can constantly work on it to improve it so he is for it.

Mayor Medellin stated that in the spirit of time he will just make a brief statement. He thanked everybody for being here this evening. He wants to go back over the last 18 months for the number of meetings they had privately, for the workshops they've had publicly, for the phone calls, the texts, the emails from everybody concerned. When he ran for office years ago that was really something that he wanted to do is be the link in communication. Cooperation and collaboration was what he said when he ran for office. He noted that it's not always peaches and cream but just the fact parties are willing to sit down and get together is a great thing. He stated he applauds and thanks each of them for coming down here and reaching out to them and amongst themselves because as Councilman Oliver said is all that does is strengthen them as a community.

Mayor Medellin stated that although this is challenging, it has been difficult. He noted that there is always a silver lining and there's always opportunity. He really truly believes that what they have before them this evening, and in subsequent years to come, is a golden opportunity because everybody who did speak here today one, has agreed that they do have a substandard housing problem. He stated that nobody has ever told him that they do not have a problem and two, every had said...I'm here because I want to make Madera better. He encouraged them to take that opportunity and continue that dialogue, continue to work together, and continue to make Madera better because the people that are in this room, and for those who are watching the livestream and couldn't make it, there is a large number of people who really, truly want to make Madera a better place to live. As elected officials they have taken an oath and he personally has taken an oath to do whatever he can to represent over 63,000 people in the City of Madera. He too has seen homes that children do not deserve to live in. He has seen the impacts at Madera Unified. He has seen the impacts with people who live next door to those people and it is horrendous, it is horrible. His measuring stick that if he or his mother or grandmother, if he would not allow them to live there, why should he allow anybody else to put up with such horrible standards. He won't go on with the details about its not been effective in the past. They have tried and for years, he believes all they have done is become a community that has invited that slumlord. They invite that type of condition because they have not done enough to say enough is enough. He personally will take this opportunity to move the needle and make Madera that community that everybody in this room wants to live and he thinks this is that first step. He really truly does.

Mayor Medellin stated he has heard testimony this evening that talks about high rents. To be quite honest with them, when it is a return on investment or affordable housing, how does that equate to low standards. To him that does not and as Mr. Pistoressi said, if somebody says you know what then I won't invest in Madera, he agrees. There's the door, good riddance because they have a number of people in Madera that have like Mr. Pistoressi and Mr. Brar, that have invested in Madera. They see the value of investing in Madera and will continue to invest in Madera. He has said his peace and thanked them all for being here not just this evening but in all the meetings they have had in the past and as Council Member Rodriguez said, he hopes that they continue to work together and keep that dialogue open.

Mayor Medellin called for title.

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

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

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

Mayor Medellin called for a short recess at 8:18 p.m. The meeting was called back to order at 8:23 p.m. with all members present. Absent: Council Member Rigby.

C-2 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California, Amending Portions of Chapter 5 of Title IV of the Madera Municipal Code Pertaining to Taxicabs

Neighborhood Preservation Specialist Nick Salinas stated his presentation will cover items C-2, C-3, and C-4 but they will the necessary breaks to accept the proper motions.

Mr. Salinas stated that this originated due to an applicant looking to obtain a new taxi business license and permits. During that time they found the ordinance was somewhat flawed as there was irrelevant titles and other issues that didn't align with the process. At that time, management gave direction to staff to look

revamping the whole ordinance also with an emphasis on increasing safety and to streamline the process. Mr. Salinas reviewed the major changes as it applies to the ordinance. Live Scan will be required for the Police Department. There will be a need for a two-year Department of Transportation Health Screen for each of the drivers. They will take a look at a 10 year DMV (Department of Motor Vehicles) printout and with an approval, they will issue an ID (identification) card to the drivers approved to drive the vehicles.

Mr. Salinas stated that on the City's end, the department manager has been changed to City Administrator or his or her designee. They removed the Certificates of Public Convenience and Necessity. After talking to the City Attorney, they decided that that portion usually pertains to items that are relevant to liquor licenses. They thought in this case that it wasn't necessary so they removed it. They will also require that the taxi meters are verified by the County Weights and Measures in which they will be inspecting. They will also have each of the vehicles be inspected by a local certified Bureau of Automotive Repair inspector.

Mr. Salinas stated that internally within the department, they will do a quality vehicle inspection which will look over the major components like the ac (air conditioner) to make sure that the windows can be defrosted if needed, that the seatbelts operate properly with locking mechanisms and that the doors open and lock freely. Mr. Salinas offered to answer any questions.

Mayor Medellin asked if there are any questions for Mr. Salinas. No questions were asked.

Mayor Medellin stated that although this is not a public hearing he will ask if there are any questions or comments for this item. No questions were asked and Mayor Medellin brought the item back to Council.

Mayor Medellin called on the City Clerk for title.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 941 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

ORD. NO. 941 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 5 OF TITLE IV OF THE MADERA MUNICIPAL CODE PERTAINING TO TAXICABS

C-3 Public Hearing and Consideration of a Resolution of the City Council, of the City of Madera, California, Adopting an Increase of Rates of Fares Pertaining to Taxicabs

Neighborhood Preservation Specialist Nick Salinas stated that in revamping the ordinance, they took the initiative to meet with the local cab owners. Upon their meetings, they found that there was need to increase the rates of fares identified by the cab owners. He advised that the last increase was in 2003 so over the course of 14 years they felt that it was time to take a look at this.

Mr. Salinas stated the ordinance states that an increase of rates may be issued by the City Council which will need to show consistency with increase in the consumer price index. He explained that a drop charge is for the first mile when you get into a taxi vehicle is \$2.75 for the first mile. Thereon after it's \$2.50 and the wait time is 25 cents per wait time minute if you are at a stop light, stop sign or the vehicle is not moving. He took a look at local valley cities, a total of nine as displayed. They originally had a higher proposal looking at the numbers collectively averaging the median. He advised that the current taxi cab owners are in support of the current proposal at \$3.15 for the drop, \$2.60 per mile and 41 cents per wait minute. Mr. Salinas stated that staff recommends that the Council move to adopt the resolution increasing the rates of fares. He offered to answer any questions.

Council Member Oliver asked if there is any element of local jurisdiction for Uber, Lift, or other ride sharing on what they charge.

City Attorney Brent Richardson replied that is all within the CPUC (California Public Utilities Commission) and noted that the state decided to take that into their own jurisdiction some time ago so it is hands off for the City.

Mayor Medellin asked if there are any other questions. No other questions were asked.

Mayor Medellin announced that this is a noticed public hearing and asked if anybody in the audience wishes to speak on this item. No requests were made and Mayor Medellin closed the public hearing and brought the item back to the Council.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-3, RES. NO. 17-78 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-78 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING AN INCREASE OF RATES OF FARES PERTAINING TO TAXICABS

C-4 Consideration of a Resolution of the City Council of the City of Madera, California Adopting Taxicab Permitting Fees and Other Changes to the Master Fee Schedule

Neighborhood Preservation Specialist Nick Salinas stated that per the ordinance, there are going to be some new steps taken by the department in which they implemented some cost recovery steps. The taxicab business permit fee is a new fee which is introduced. They are proposing that at three hours of time. That will give them the time to take the application, conduct background, verify that the vehicle was in fact taken to a certified Bureau of Automotive Repair inspection and also issued proper permits.

Mr. Salinas stated that the second fee will be the taxicab vehicle inspection fee introduced at one hour of time. That will be the department physically looking at the vehicle and also making a determination if the vehicle is safe to be on the road and issuing a permit if need be.

Mr. Salinas stated that including these fees they decided to also update the rest of the fees within their department being that the hourly base rate is being proposed to be increased from \$40 to \$60, they pretty much replicated that in terms of the hours taken for each of the steps throughout the other operations of their department. Mr. Salinas stated that staff recommends that the Council adopt the resolution approving the new fees and changes in the Master Fee Schedule. He offered to answer any questions.

Mayor Medellin asked if there are any questions for Mr. Salinas. No questions were asked.

Mayor Medellin asked if anybody in the audience wishes to speak on this item. No requests were made and Mayor Medellin brought the item back to Council.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY MAYOR PRO TEM FOLEY GALLEGOS, ITEM C-4, RES. NO. 17-79 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-79 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING TAXICAB PERMITTING FEES AND CHANGES TO THE MASTER FEE SCHEDULE

C-5 Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing within the City

Neighborhood Preservation Specialist Fabela Rodriguez reported that on March 13th, weed abatement inspections were conducted on 373 vacant lots. Such parcels were found in violation of the weed abatement ordinance. She advised that on April 30th, 45-day notices of violation were delivered through certified mail stating the violation, corrective action, hearing date, and the deadline of May 14th to comply. She added that during this time an ad was submitted to the Tribune listing the requirements, deadline, and her contact information for those with questions or concerns. She noted that ample time was given to comply as extensions were also issued to those who requested one.

Ms. Rodriguez stated that reinspection's were conducted from May 15th – 19th. At the time 68 properties were found in violation as shown on Exhibit A. She added that that number has now reduced to 67 due to one burning due to the dry vegetation. She noted that property owners were contacted through telephone and others via mail to inform them of the existing violation and abatement of the property was not brought into compliance by the hearing date. As she mentioned before, overgrown vegetation causes blight in their City but it constitutes a major fire hazard. She advised that just this past month they've had two fires within the City.

Ms. Rodriguez stated that notices have been sent and ample time has been given to all property owners to comply. Unfortunately, the 68 properties have not. She is now here to ask for Council's authorization to conduct an abatement on these properties.

Mayor Medellin asked if there are any questions for Ms. Rodriguez. No questions were asked.

Mayor Medellin announced that this is a noticed public hearing. He asked if there is anybody in the audience wishing to speak regarding this item. No requests were made. Mayor Medellin closed the public hearing and brought the item back to Council.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-5, RES. NO. 17-80 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ABATE WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA

C-6 Consideration of a Resolution Approving Amendments Regarding Health Benefits to Employment Agreements with the City Administrator, City Clerk, City Attorney, Executive Director of the Successor Agency to the Former Madera Redevelopment Agency, Planning Manager, Grant Administrator, Director of Community Development, Public Works Operations Director, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources

Director of Human Resources Wendy Silva advised she is available for questions. She added that there is an announcement that must to be read.

Mayor Medellin asked if there are any questions for Ms. Silva. No questions were asked and Mayor Medellin announced the following: If approved the proposed amendments to the listed at will employment agreements will modify the City's contribution to health benefits for the 2017/2018 plan year.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM C-6, RES. NO. 17-81 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-81 A RESOLUTION APPROVING AMENDMENTS REGARDING HEALTH BENEFITS TO EMPLOYMENT AGREEMENTS WITH THE CITY

ADMINISTRATOR, CITY CLERK, CITY ATTORNEY, EXECUTIVE DIRECTOR OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, PLANNING MANAGER, GRANT ADMINISTRATOR, DIRECTOR OF COMMUNITY DEVELOPMENT, PUBLIC WORKS OPERATIONS DIRECTOR, CITY ENGINEER, DIRECTOR OF PARKS & COMMUNITY SERVICES, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF HUMAN RESOURCES

C-7 Consideration of a Resolution Approving a Master Tax Sharing Agreement between the City of Madera and the County of Madera

Community Development Director Dave Merchen stated this is a resolution considering the adoption of a Master Tax Sharing Agreement (TSA). Mr. Merchen provided a background on the function of a TSA. He advised that state annexation law requires that the City and County reach agreement on property tax disposition when a property annexes. He stated that is basically who gets to keep what amount of property taxes; who gets to keep the increase in property taxes over time after property is annexed. Mr. Merchen stated they can either be done on a case by case basis which takes a fair bit of time or it can be done through master agreements which streamline annexation processes by essentially applying a formula to all the annexations that occur after a certain date.

Mr. Merchen stated that if a master agreement is proposed, it is pretty typical that the property tax issue and any other issues that the two parties feel like they want to include whether it is directly related to annexation or just a matter of interest between the two parties could be included.

Mr. Merchen provided background on the history of the TSA between the City and the County. He advised that the most recent long term agreement was a 10 year agreement that expired in 2014. There was a one year interim agreement that lasted for the calendar year of 2015. He stated that the City and County both expressed some interest in long term agreements and there has been, he doesn't want to say continuous, but, at least an on again off again continuous negotiation since the 10 year agreement was set to expire in 2014. He added that finally their subcommittee of Mayor Medellin and Councilman Oliver were able to negotiate terms that were acceptable to both parties and got them to the finish line.

Mr. Merchen stated that the term is a three year agreement. There are also two potential one year extensions. He stated that the County would retain the base property tax for annexed properties. That has been essentially the same for twenty-some odd years. Regarding increases in property tax that would occur after annexation would be split 50/50. He noted that is the same as previous long term agreements.

Mr. Merchen stated that the County would receive three percent of the sales tax generated within the City limits. He noted that the County has always received, at least in his 25 year experience with either the City or the County, a percentage of sales tax. He commented that this year the agreement would change that from a number that was 6.75% of the sales tax in the prior agreement down to 3%. He stated that change is due to some offsetting provisions which he will describe. Mr. Merchen stated that the City will provide police service in Parkwood. He advised that was a request made by negotiating Supervisor representatives and also, to some degree could be argued serves the City's interest, is that crime in Parkwood directly affects the City so there was kind of a logical connection there. He added that the agreement also provides that the City would pay about \$50,000 annually for the Madera Branch of the County library system. He stated that those two items together, the Police in Parkwood, and the \$50,000 are roughly comparable with the previous figures. He stated there was not an intent to make it exactly an even-steven kind of approach but it is comparable he would say.

Mr. Merchen stated that the agreement also covers development matters. He noted that development projects within the City's urban growth boundary would be referred to the City so the referral policy in there. He stated that the projects that are not consistent with the City's General Plan or there are projects that the City wants to try to annex but LAFCO for whatever reason says no, then none of those projects get

developed so they don't end up getting projects that are not consistent with their planned development in the Sphere of Influence.

Mr. Merchen referred to the Urban Growth Boundary displayed. He advised that it is adopted in their General Plan and shown as the bright pink boundary. It really includes all of the developed area and all of the areas that are likely to be developable within a pretty robust time frame. He noted that this is the area where infrastructure can be extended within their future growth area and be in compliance with their General Plan.

Mr. Merchen stated that in terms of land use, also a Sphere of Influence expansion is anticipated through the Tax Sharing Agreement that will roughly coincide with the Urban Growth Boundary. He displayed a diagram showing the proposed Sphere of Influence that the City and County negotiating teams have agreed to. He noted that it is the bright blue line shown around the outer perimeter. He stated it is the same as their growth boundary except that it excluded the Pilot Truck Stop area which the County is very sensitive about being a large sales tax generator as well as the southside of Avenue 12 around the interchange. While that is not a current tax generator, they kind of wanted there to be an ability for that area as it develops for that not to be entirely within the City limits.

Mr. Merchen stated that the terms of the agreement would, if approved, be suspended, noting it is his simplified term, if LAFCO for any reason doesn't approve the new Sphere of Influence within specified timelines. He noted that the reason for that is they will all have agreed to this in terms of the City and County if the Council adopts it. He advised that the County adopted it yesterday. But, LAFCO is a separate agency legally and even though they are appointed members of the City and County and one at-large member, technically there is no limitation on anybody on that LAFCO board voting in a way that doesn't coincide with these agreements. He commented that this term essentially says that if the Sphere doesn't get approved like the agreement says it will be, then the City doesn't provide police, they don't share sales tax or property tax, they don't pay for the library and so forth.

Mayor Medellin stated all bets are off.

Mr. Merchen stated it gives the City some protection in terms of everybody doing what they're supposed to do.

Mr. Merchen stated the recommendation is to approve the resolution adopting a Master Tax Sharing Agreement. If approved, staff would begin to coordinate with LAFCO regarding the preparation of a Municipal Services Review (MSR) and an application to amend the Sphere of Influence. He added that they would work on getting that done as quickly as possible. Mr. Merchen offered to answer any questions.

Council Member Holley asked when the Sphere of Influence was last updated.

Mr. Merchen replied that he believes the last time the Sphere was updated was approximately 2004. That was the last time a Municipal Services Review was completed and LAFCO approved the sphere expansion to encompass all of the State Center Community College planning area. Only about half had been included previously.

Council Member Holley stated he remembers he was a Planning Commissioner at the time.

Council Member Rodriguez stated he knows this is a three-year term with possible extensions. He asked if the terms can be changed after the expiration of this agreement. If asked, if the City is providing municipal services whether it be Police Department, what have you, at what point is that going to be considered a full annexation to the City. If so, any time in the future whereby they no longer have to abide by those terms of the agreement. He noted that it is not that he's not trying to be a good neighbor with the current County but how long can this go on.

Mr. Merchen replied that he thinks there is at least two and maybe many more good answers to that question. He stated that any time the two parties decide that they want to change the terms, they can change terms noting that would obviously require the consensus and a vote of both parties. He commented that the question about annexation of Parkwood is a related but separate question. He advised that the process of annexation is kind of a multi-step process. He noted that the City controls only a limited portion of that process and then it has to go to LAFCO for approval of the actual annexation. Up until all parts of that process is completed and an annexation is recorded, then it is not part of the City and any services that the City provided would be by contract or by an agreement such as the one they are talking about here. They can take bits and pieces of time if they determine its in their interest and the County wants that but actual annexation requires a very formalized process and recordation with the State.

Council Member Rodriguez stated they have to abide by that agreement and he knows that with the extensions of that and wondered if it is probable that they will continue in that pace or at some point will that decrease especially a portion of the tax base it shows there. He asked if that is standard for something like this.

Mr. Merchen asked if any particular element of...

Council Member Rodriguez stated just the property tax base on these homes or this service.

Mr. Merchen stated that without arguing necessarily the merits of the tax sharing proposal noting that he has not reviewed a substantive number of other city and county tax sharing agreements but it is pretty typical for cities and counties to negotiate that the county keep a percentage of their sales tax. He added that some they've seen are substantially higher than this in terms of what the county keeps. Some may not be as high. He noted that the County retains the base property tax which is the property tax that is collected up until annexation occurs. He stated that the been the prime term of a master agreement for at least the past two 10-year agreements plus the one year interim. He commented on could it be changed in the future and stated that it absolutely could. It is just a matter of agreeing between the two parties.

Council Member Rodriguez stated he guesses what he is trying to get at is, because there's negotiations, that the deal here obviously must be fair for the City. That is what he is getting at. They do have a good agreement right, that benefits the City and not so much where they have a deficit over these services that are provided.

Mr. Merchen stated he thinks some would argue that the sign of a good agreement is when both parties are equally unhappy. He suggested that maybe the two subcommittee members would be the best to comment on that.

Mayor Medellin stated they could answer that and added that normally it is a 10-year agreement and in the past, it has always been a 10-year agreement. Part of the reason they did a three year was almost for that reason to kind of let's see what sticks first...let's not put a 10-year time limit on it...we can come back and revisit with the option of a couple of extensions.

Council Member Rodriguez stated that is what he was referring to that they didn't shoot themselves in the foot later on.

Mayor Medellin stated he and Council Member Oliver want to think they didn't.

Mayor Pro Tem Foley Gallegos thanked Mayor Medellin and Council Member Oliver for sitting on negotiations with the County. She knows it hasn't been easy and she's not sure if any other staff was on there with them but thanked them for their time. She asked Mr. Merchen to go back to the slide with the library with the \$50,000 they are recommending. She asked what that will be used for.

Mr. Merchen replied that in the general description was that the County representatives felt strongly that the City should contribute towards the operational cost of maintaining the Madera Branch library because it served primarily Madera residents.

Mayor Pro Tem Foley Gallegos agreed and stated she has had a lot of residents question the hours noting that they close at 6:00. She stated that people aren't even off work at six to take their kids to go or to study. Since the City is contributing she asked if there is some way they can mention to look at changing the hours.

Mayor Medellin stated that is a really good point. He noted that in Mr. Tooley's (City Administrator) last academy, it was actually brought up about the County library closing at such an early hour. He thinks with the completion of this tax sharing agreement, and it has been a year and a half / two years in the making, he thinks their colleagues across the street would certainly be open to some of those suggestions that a lot of the people in their Citizen's Academy as well as themselves that might suggest extended hours would benefit everybody in the City.

Mayor Medellin thanked Councilman Oliver, Mr. Merchen, Mr. Tooley, City Attorney Brent Richardson, Chief of Police Steve Frazier for sitting in on countless meetings of negotiations and really hammering this thing out. He added that it certainly wasn't easy and he thinks that is a fair assessment if both parties are unhappy, then that's probably... He thinks they both walked away with maybe a head scratcher but he thinks it is fair and equitable and besides the dollars and cents, he thinks it is a good move in working together with the County, he thinks they are going to find here in the near future, this year anyway, that there will be some other issues that they will continue to work with the County. He thinks this is a good step in the right direction.

Council Member Oliver stated he could definitely echo the Mayor's comments. He appreciates the opportunity to serve on this ad hoc committee. It was definitely a challenging and a learning experience to say the least. He thinks they certainly all walked away with a win on this and more importantly, he thinks this was a really great step forward between City and County relations to show that they are capable of getting some things done. In terms of economic development, he thinks, with the proposed sphere of influence changes, he thinks, he doesn't want to call it a game changer, but he will say that it is a very good thing for the City. He thinks it will also allow for orderly residential development to occur incrementally and responsibly and, he thinks it is pragmatic and forward thinking looking at some of the areas in the future that are most likely going to be required to eventually fall into City limits so he thinks it was pragmatic in the introduction of some public services. He stated his appreciation for the team effort. He stated his appreciation in working with the County across the street to get this done. He thanked them again for the opportunity.

Mayor Medellin stated that if there is nothing else he would entertain a motion.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-7, RES. NO. 17-82 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

RES. NO. 17-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TAX SHARING AGREEMENT BETWEEN THE CITY OF MADERA AND COUNTY OF MADERA

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Request for Direction Regarding a Proposal by Sohan Samran for Extra-Territorial Sewer and Water Connections in Conjunction with the Expansion of the BAPU Almond Facility at 24341 Avenue 14

Community Development Director David Merchen stated this is a little unusual. He doesn't know that they have brought particular kind of item before the Council, at least not for a long time. He advised that the basic request is from BAPU Almonds, the principal of which is Sohan Samran, is for an extra-territorial service connection for sewer and water. He noted it is in conjunction with a business expansion proposal. He stated there are a variety of unique characteristics about this particular proposal in comparison to the things that they typically see.

Mr. Merchen explained that a typical extra-territorial service request would be when a home outside the City limits that happens to be along or near a City water line and the well goes dry, they come to the City and say...they can I connect to your water line instead of putting in a new well. In that case it benefits the City to some degree by avoiding another well and the owner at the same time and go forward in that way. He stated this is not that by a long shot; not that it doesn't necessarily have its own potential advantages.

Mr. Merchen stated that the site in question is a little over five acres. It is on the northside of Avenue 14 or Howard Road along the City's west edge. He noted that the slide kind of demonstrates the relationship between the 5 ½ acre site and the City limits. He stated that the yellow line hugs the property and the yellow line here is the City limits. They can see that five acre piece is kind of chopped out of the City. That occurred when the neighboring property to the west, which is the Santa Barbara Estates Subdivision, one of Mr. Pistoiresi's projects was annexed into the City several years ago. He added that LAFCO would have included the almond business but the owner at that time objected, LAFCO relented and left them out which created this sort of hopscotch pattern.

Mr. Merchen stated that the proposal is in conjunction with the business expansion. The site, as it currently sits, looks something like this. He noted that the aerial photo might be a few years old but he thinks it is pretty similar to this. He did flop the orientation so the right side of the screen is Howard Road. He advised that it has something like three warehouses and some accessory buildings and a lot of area for outdoor storage at present. What the owner would like to do is add another four warehouse buildings, an office building and parking along the Avenue 14 frontage. He stated that the existing outdoor storage, which is kind of on the top left hand corner of that picture, would be retained. He noted that it is a fairly substantial expansion of the operation. He is not sure that they would be able to get much more on the site after this occurs.

Mr. Merchen displayed the site plan. He noted that the parking and office may stick out a little easier on this if they are looking for how the configuration works.

Mr. Merchen stated that some of the unique standards in addition to the fact that this is for a business expansion is that most of the applications that they see for extra-territorial services are along County roads where there aren't public improvements. In this case there is kind of a class of what they call a sawtooth pattern where this is kind of looking from the west to the east along the Avenue 14 frontage and they can see that the parcel where the power pole is, is the BAPU Almond site and it lacks typical urban street frontage improvements, lacks the outside travel lane, curb, gutter, and sidewalks, streetlights, hydrants and obviously power poles are in the wrong location to accommodate all of those things. Mr. Merchen stated that in terms of things that the City would see as an urban footprint extends, none of those have occurred on this particular site.

Mr. Merchen advised that another unusual thing here is that there is a General Plan conflict. The parcel in question shown by the flashing blue area. He stated that most of the surrounding area is all designated for low density residential in the City's General Plan. There is a limited exception in that the red area is where the mini storage is just immediately to the east of the site. Mr. Merchen advised that the existing almond facility and its expansion would not be considered compatible with a low density residential City General Plan designation. So they've got a conflict there that currently exists and would not get better as the results

of an expansion of it would occur. He noted that in this case there might be an inclination to say well let's re-designate that property if the almond company is a good use; let's just re-designate the property. He stated that unfortunately the surrounding properties are mostly developed so the existing residential uses in the area are more than a paper designation. There are existing homes and folks that live in those homes so it's not a simple paper change. It would be much easier if it were.

Mayor Medellin asked if the County's designation also residential.

Mr. Merchen replied that it is. He was about to note...the other tempting thing that he would have thought normally, they're talking about the City but this is in the County, what's the County General Plan say. He commented that the County General Plan matches the City's in this case in that the County also calls for low density residential use on the property. Their process however is much different. They don't require a General Plan conformity determination prior to development so this expansion could go forward in the County even though their General Plan doesn't provide for it. That's just how that process works in the County. It is helpful in some circumstances but not so much in others.

Mr. Merchen stated that a request for services to facilitate a development project would typically trigger an annexation requirement from the City. They like development. They like urban development to occur. Their General Plan says in a typical good governance, good development policy suggests that when development occurs that annexation occur simultaneously. In this case, City related costs and development standards are not favorable to the owner. There would be some costs involved to bring the site into current City standards if that was required.

Mr. Merchen stated that there are also land use conflicts which add concern on, he thinks, everybody's part and they add to the complexity of whether any project should go forward whether it is in the City or the County; in his opinion, they should add that concern.

Mr. Merchen stated that the owner has not been interested in annexation. They've encouraged that in the past. He doesn't know if it was this owner or a previous owner that declined to be annexed when the Santa Barbara Estates Subdivision was annexed to the west. He added that the owner has described his intent to move forward with the business expansion regardless of whether the City provides services. He noted that this isn't necessarily the question of well if the City declines to provide services then this thing is just gonna sit. If they are true to their word then their proposal would be to leave here if the answer is no. He is not suggesting that it has to be or that it should be for that matter. He commented that their proposal would then be to go to the County and develop the property with the expansion on a well and septic system as it is currently developed.

Mr. Merchen stated that's sort of this question about how are the communities best served and squarely down the middle is why this is in the Council's hand without a firm recommendation or without an agreement in their hands because he thinks there is a reasonable argument that could be made that if this project is going to be developed, it is probably better developed with City services even if it's not in compliance with the City's General Plan.

Mr. Merchen stated that the other side of the argument he thinks is a real one too is that if the City endorses a non-conforming General Plan determination that ultimately gets worse or affects people in a negative way more than they are now, then the City is just party to a bad situation getting worse and they should stay away from that. He doesn't know how to weigh those circumstances. It is very much a policy judgement call on the Council's behalf, because he is inherently by training a land use planner, he would probably tell that he leans to looking at what their General Plan says but that statement shouldn't be viewed as a hard recommendation that that is what they need to do because he thinks it really is truly a judgment call and there are values on both sides of that equation.

Mr. Merchen stated the options are to direct staff to prepare an agreement for consideration. He noted there are four terms there. Those are recommended terms but they're not all absolute required. If they're provisions that they'd like to see added or subtracted that certainly can be done. The second option is to

just decline to provide the services and encourage the owner to consider an alternate site that doesn't necessarily put either agency or the owner himself into a box of future compliance issues.

Mr. Merchen stated that there are probably other options. He'll acknowledge that he and Council Member Oliver spoke earlier who had some ideas that are potentially worth noting. It just goes to demonstrate that there is not a clean simple answer here. He offered to answer any questions.

Council Member Holley stated that whether the City agrees to this or not, they could still develop it either way and asked if they can do it under the County plan.

Mr. Merchen replied yes.

Council Member Holley asked if he would have to do the improvement on the street side of it when he does it or he can just...

Mr. Merchen replied that it is staff's understanding that the County would consider the project as a building permit and it would probably not trigger in the County compliance with the City's development standards for street frontage so probably not.

Council Member Holley stated so if he got approval through the City then he would have to.

Mr. Merchen replied if the City Council would allow that it would depend on the terms Council sets.

Council Member Rodriguez stated he knows that this is going to be brought before the Council to give direction but in Mr. Merchen's professional opinion, he mentioned that it doesn't really meet the General Plan use so he is asking for direction but he wants to hear from Mr. Merchen what his recommendation is. Council Member Rodriguez stated he is not the professional here, Mr. Merchen is and he is asking for his professional opinion.

Mr. Merchen stated he appreciates Council Member Rodriguez's question. He thinks what he said a moment ago is really kind of where he lands that if pressed against the wall and asked for a recommendation he would say go with your General Plan...that's what you've identified as the policy document. If they had to make a General Plan conformity finding they would not be able to make one for this project so the safest position from that perspective would be that services might be allowed for the property but for that particular non-conforming project it wouldn't be allowed.

Council Member Rodriguez stated that if they went for that alternative, Mr. Merchen said that could potentially open up for additional type of permits similar to this that could potentially go against what their General Plan use is. He clarified that Mr. Merchen had mentioned that if they allow for conformity, does that open up for future similar like situations like they have here in front of them. What he means by that is based on Mr. Merchen's opinion and recommendation going against that would open up other similar like properties to ask for similar services.

Mr. Merchen stated the thinks that is a fair statement that if the issue of General Plan conformity is taken in general terms or in loose terms, folks are going to see that and ask for the same privilege both within the City and outside of the City. He thinks they see that pretty regularly. As soon as somebody gets something, the next guy wants the same something too.

Council Member Rodriguez stated that is kind of what he is concerned about.

City Attorney Brent Richardson stated that the agreement that was just approved is part of the tax sharing agreement. It does now give them some kind of formal oversight for lack of a better term as to General Plan conformity as to projects in their sphere but outside of the City limits. He asked would it not be time to weigh in and exercise that.

Mr. Merchen stated he hates to be the pointy headed planner in the room because usually that is Chris Boyle's job. He explained that the way the tax sharing agreement works, the referral policy only applies to urban development projects. He added that because this is only a building permit, it would not be classified as an urban development project.

Mayor Medellin commented to the City Attorney that that is a good point.

Council Member Robinson stated he was concerned about the complaints from the residents. They build more storage facilities and increase workload, more noise, dust. That is similar to Thrive Gym, their complaints about parking and noise.

Mr. Merchen replied that that is one of the concerns that is reasonable to have. He would say that it is a good reminder for him to mention that there is no public notice, no public participation process for an extra-territorial service agreement so there has been no notification to the neighborhood about this request. They've heard anecdotally that some neighbors have concern about noise, dust and odor but he can't say that they've heard that directly or that they have solicited input because there just isn't a process unless they direct one.

Council Member Oliver asked if there is a representative.

Mayor Medellin invited Ubaldo Garcia to speak and thanked him for coming up earlier and sharing comments with the Council.

Ubaldo Garcia, residing in Madera, California, stated he is the architect representing the member. He advised that he would start by giving a little bit of history on the property and everything that has gone in through this process. He knows, it sounds like this is kind of a Mexican standoff. He assured them it is not like that. He wants them to know.

Mr. Garcia stated that back in 70's or 80's, the facility was opened by MT Trading which used it for a similar use, sorting almonds. He explained that what basically happens is that the almonds get harvested, hulled, cracked and shipped to this facility where they are sorted depending on size, texture, color, imperfections and all those things. That is basically all that happens on this facility. They come on this little conveyer. They drop from basically a funnel, air gets blown through them, leaves blow off and a little bit of dust, they fall and they get sorted out by size. They get dropped into bins according certain specifications.

Mr. Garcia stated that this owner purchased the property in 2012 after the City annexed Santa Barbara Estates which is where he lives. He noted that the owner was not involved with any of this prior to that and the owner is a farmer and has no idea how codes or zoning or general plan...all of that is Chinese to him. When he purchased the property, he didn't hire somebody to verify that the zoning and the General Plan conformance was appropriate for this use. All the owner knows is that the business was profitable. He needed it because he and his brother owned thousands of acres in Madera County so they needed a way to move their product. He added that most of their sales happen from international buyers. He commented that the reason for his expansion is because they just keep growing and growing. He noted that the almond industry in their county has been very prosperous so what they see in his site plan is the expansion of storage buildings. They're not actual processing or anything like that. They are strictly storage. He asked why and stated it's because almond prices are fluctuating so much that they need to have the ability to hold on to the product for maybe a month or a year or two years because you could lose millions of dollars basically overnight.

Mr. Garcia stated that the owner would also like to consolidate all of his outside offices. He's got little manager's offices all over the County. He would like to bring all of his farm operation into this 12,000 square foot office which would also serve to entertain his international buyers. He basically picks them up at the airport in a limousine, brings them in, shows them Madera what a wonderful place. They are basically a window to the outside world. That helps him develop better relationships and if the buyer has a great time, he is probably likely to bite in the future. Having said that, he does want them to know that the City's

General Plan does not conform for the use but the zoning is in conformance. He commented that the zoning for this parcel in the County is for light industrial so he is doing this by right. He is not doing, like he said, a Mexican standoff.

Mr. Garcia stated they have had friendly conversations with staff about becoming part of the City. He added that staff has expressed that this is outside of the General Plan, its outside of the zoning, it doesn't work, it's going to create dust, noise and they basically said...there is no way you can get the General Plan amended or changed to light industrial for all those reasons. But, what he wants them to know is that they are not conducting an experiment. It's not like it's a vacant piece of land and they're basically going to throw this use to it without knowing what's going to happen. He stated that right now, the facility is in full function. It is being operated. It does have dust because there is gravel and there is open dirt which they are planning on paving. He noted that everything that is drivable is going to be fully paved. As far as noise, the only noise that will be generated will be by the shaker that is currently in operation today and it has been in operation for the last 20-30 years so if anybody would have complained about the noise, they would have made complaints already. Mr. Garcia stated that as far as the odors, the only thing they could smell is maybe almonds. Other than that there really is no odor concern.

Mr. Garcia stated that the owner expressed that he would like to have water and sewer connection just for reliability and conformance. He commented that having a septic system within a stone throws of somebody's house is not a good idea especially where there is a public well nearby. He advised that the owner did offer in good will, they spoke with the City Engineer Keith Helmuth, about improving the street. Even if they don't allow for the sewer and water connection, he still would like to have that maybe depending on the cost obviously. The way that he sees this problem is kind of like the chicken and the egg. Which one came first? He stated that in reality, if you reason, it doesn't really matter. Thank goodness for both. They have chickens and they have eggs. Mr. Garcia stated that whether they allow the sewer and water connection or not or guide staff to look at the possibilities, the owner reasons that he is in his right to develop the property for his full use. He is still going to comply with standards of life, health, and safety. If he is noisy, he is going to quiet down. If he is dusty, he is going to bring the dust down. He is not going to become a nuisance. If he does become a nuisance, he is at risk of being kicked out of there.

Mr. Garcia stated that they did consider, under staff's guidance, to look for another parcel but the problem is that he is so vested into this property. He loves the location. He paid a lot of money for it so at this point his options are very limited from a financial standpoint, from a personal standpoint, from any standpoint you can think of, he has considered all of the concerns and he made a decision to move forward based on those assumptions. He added that the owner was concerned about the neighbors and he has been working with neighbors to alleviate their concerns which is why they haven't reached the department or any departments that he is aware of. Mr. Garcia offered to answer questions.

Council Member Oliver thanked Mr. Garcia for the explanation of the project. He noted he is kind of piggybacking off of Council Member Rodriguez's comments and questions. He stated that precedent definitely comes into mind. He knows that they have required projects who are much further away from City limits to go through the annexation process to ensure orderly and sound development and for all of the above reasons so precedent is a primary concern for him in future decisions and folks who have gone through that process, are currently in the queue or will have projects in the future.

Council Member Oliver referred to the site plan that he saw briefly and asked, as far as the eastside, what the setback is between one of the proposed facilities and the adjacent residential property owner. He noted that it looked pretty tight. He doesn't think its zero lot line but...

Mr. Garcia replied 20 feet.

Council Member Oliver stated they have proposed three or four 10 or 12,000 square foot.

Mr. Garcia replied there are four buildings that are 12,500 square feet each and then the office building itself is about 12,000 square feet as well.

Council Member Oliver asked Mr. Garcia to explain to him as far as operationally what the impetus is to not have one consolidated contiguous facility and have separate warehouse facilities. He is sure it has to do with the operations, storage.

Mr. Garcia replied that in the Building Code, you are allowed so much square footage per building type so if they had a huge building, he doesn't know if Council Member Oliver is familiar with Tesla Gigafactory, you need all kinds of fire suppressants.

Council Member Oliver stated if that was it, this thing would be approved.

Mr. Garcia agreed and stated this guy is creating a lot of jobs. He gives him a thumbs up for that. He does walk around that neighborhood at least once a week. He has never heard him operate past six. He has never heard any noise. The only noises he hears out there are the people that are trying to play those drums and guitar players but that's it. As far as noise there's not much.

Council Member Oliver asked so there won't be any other commercial element to this. They are only going to be processing the almonds and nut products through BAPU Farming and not any other customer or client.

Mr. Garcia replied he believes there are some other customers. He wished they would have attached the operational statement. He commented that it fully explains that they usually have two truckloads per day. Truck comes in, delivers the material or comes in empty and takes it out. That's about the traffic they see plus employees which are a single shift.

Council Member Oliver asked how many truck trips a day.

Mr. Garcia replied two commercial trucks not counting UPS or FedEx.

Council Member Oliver asked what about UPS or FedEx.

Mr. Garcia replied that it is whatever mail comes in and out. These guys deal in thousands of pounds not in boxes.

Council Member Oliver stated his appreciation for that information. For him again, precedent is sitting at the front of his mind. At the same rate, he would be much better equipped to make a decision if he had the operational statement, if he had some comfort knowing there was some due diligence and review through site plans and whatnot at their staff level to kind of vet it so to speak. Even if they went through a hybrid agreement or whatever it might be, they still want to make sure that they are ensuring some basic actions. Before things get too far along, if there are opportunities for refinements to take into consideration some of those public safety concerns that may come up, he would much rather get ahead of that early on before making a decision up here tonight and then for him to go and do whatever it is. He thinks they would all be better served between the applicant and the City if they had an opportunity to maybe sit back down at the table with the anticipation that ultimately annexation may occur in part because of precedent, that is important. He asked if that would be something that...

Mr. Garcia replied absolutely and added that the owner was in full support of becoming part of the City noting that he really doesn't understand what that means but he did want to become part of the City. Mr. Garcia commented that when they met with staff, they basically told him that there's no way. If he does become part of the City, they would basically have to leave.

Council Member Oliver stated he understands that and he can't speak to those previous discussions. What they are looking at today is potential extra-territorial service agreement including several different items. He doesn't think he is in a position today to make a decision based on these potential items. He kind of wants to evaluate all options whether it is full blown annexation, being up to City codes and standards or

something in between but still consider some additional... He asked Mr. Merchen if there is an opportunity to look at some refinements.

Mr. Merchen replied that from staff's perspective they would be happy to work on site plan revision or to conduct something that looked like a site plan review under the City's process. He stated that at this point it is sort of up to the applicant in terms of their willingness to engage in that process. He noted that it is an odd situation, as he thinks he has said multiple times. They would be making it up as they go to some degree. He thinks they could get potentially more comfortable with a site plan but the underlying land use designations, unless those change, they would still run into that particular problem. So, they could bring something back with the applicant's willingness to engage in a site plan evaluation then maybe a refined site plan, maybe it doesn't need any refinements. He doesn't know because they haven't looked at it from that perspective. That is just not something that they really have done in these kinds of requests.

Mayor Medellin stated that without annexation they have nothing enforceable.

Mr. Merchen stated, if they say for instance, that they are just going to set aside the General Plan question and there is an interest in approving an extra-territorial agreement for a particular development that looks a particular kind of way and has particular kind of frontage improvements that are constructed along with it, those things could all be wrapped into an agreement and it could be a contingent service agreement. He asked the City Attorney to correct him if he is saying anything that is too far outside the lines.

Mayor Medellin stated he sees what Mr. Merchen is saying but at the same time, they would be supporting a non-conforming use.

Mr. Merchen commented that is the lingering issue.

Mayor Medellin apologized to his colleagues. He knows they want to ask some questions. He shared with Mr. Garcia that he personally has fielded a number of questions that he talked to Mr. Samran about. He mentioned that thank goodness they got a lot of water and rain this year but there was flooding that occurred in a number of homes but, he does believe that he took care of it. There were issues with swimming pools, plant life that died and things of that nature that in all honesty, all they can do is refer them to County Code Enforcement.

Mr. Garcia asked if it was due to runoff from the property.

Mayor Medellin replied no, it was noise, dust, clean my pool, pay for somebody to clean my pool and almost immediately the dust from almonds, from the dumping of the almonds. If you look at the overhead, he thinks there's at least two or three pools on both sides. For the record, he has to say that he personally has fielded a number of questions or concerns over what is existing now. He is certainly in support of what Mr. Samran is going to do. He has seen the elevations of his 12,000 square foot office building it is gorgeous and he can appreciate what he adds to the City and County of Madera as a business man. But as he heard before, they represent everybody and right now, the only people they do represent are the three surrounding sides. He asked what the condition of the well is. He is assuming that without City services that is what they would use.

Mr. Garcia responded the City well. He added that there are existing employee restrooms which are operated on septic system which is fully functional as well.

Mayor Medellin stated that the current office is that adjacent home.

Mr. Garcia replied that there is actually an office in the rear of the property. It is about 2,000 square feet; small office.

Council Member Rodriguez commented that Mr. Garcia lives in the surrounding area and Mr. Garcia agreed. Council Member Rodriguez stated one of his concerns is the economic obsolescence that exists

because of an external business such as this. He noted that obviously that is a site you have to see, noise that you have to hear. He asked Mr. Garcia, in his professional opinion, that brings down values of the surrounding community there and does he feel that is the best use of that land especially when the General Use Plan is calling for low density residential. He asked if he heard that correctly and Mr. Garcia replied yes. Council Member Rodriguez asked if Mr. Samran would consider a different location. He knows there's probably logistics on it and there is money involved there obviously having to purchase a property. He knows that the City has perfect ideal space for that in their industrial zoning area that are more appropriate for that. He believes that even more of those businesses are starting to pop up and he thinks there is one now that is being built out by the airport. He asked Mr. Garcia that as a property owner would that be his concern having to have that behind his fence would somehow...

Mr. Garcia stated his concern and observations from a neighbor that if that building was behind his property, he would be really concerned just because he sees a gigantic building. He chose his property facing west which is going to be open land for a while; it's going to be homes pretty soon. He commented that when you buy a house with an existing building on it, you know that the building is there. When you buy a house with a vacant lot next to it, the only thing you can look forward to is the General Plan and the zoning. That is what they can imagine will be there if they really look into that. He stated that the people that live there right now know it's there and is in full operation so they experience all of the concerns that were brought up. He commented that from the land use of the property, the owner does have several thousand acres within the vicinity. He actually has a big parcel down on Avenue 14. He just loves the convenience and the location of this parcel. He is in love with it. They looked into other places and if he was to build this in the County like the other almond processing plant just down the street, he wouldn't even have to deal with anything. He could just put gravel down, call it a parking lot and build as big buildings as he wanted but he likes this neighborhood. He likes the convenience of his employees having a three minute commute. Most of his employees live, not in that neighborhood but within the neighborhood. Mr. Garcia stated that all of these things have gone through his head and that is what he has decided to move forward. He is going to put a substantial investment into this property.

Council Member Rodriguez stated that is what kind of triggers him to ask the questions is because of the General Plan Use, and Mr. Garcia, mentioned it himself that vacant land could potentially be residential and asked what would motivate a developer to come in and really invest a lot more into the community to bring these residential units knowing that there is this. He doesn't want to say it's an eyesore but, could be potentially for some residents. He asked that he forgive him when he says that. He doesn't mean to say an eyesore but for some people, that could become a factor in the value of the home. That's his only concern. He asked the question because Mr. Garcia, living next to that community, would want to know if he brought that into play.

Mr. Garcia replied that he thinks it's an eyesore now the way that he's operating. He is so limited on storage that he's had to put all those bins just stacked up and the dust problem is only because he's having to dump some of the almonds outside because they are getting dust on them. If he was able to bring in the shipments and put them inside of a building immediately as they show up, he wouldn't have that problem. That sorting would happen indoors with a filtration system indoors. That way he wouldn't have to do any of the outside stuff that he's doing.

Council Member Rodriguez noted that Mr. Garcia mentioned that he purchased that in 2012. He asked staff what was existing prior to 2012 and was it a similar/like business.

Mr. Merchen replied yes.

Council Member Rodriguez stated so he just took over a processing plant, he is assuming.

Mr. Merchen stated he is not sure if anybody in the room can confirm but he believes that the use and the buildings are virtually the same today as they were in 2012.

Mayor Medellin stated MT Trading and Mr. Merchen confirmed.

Council Member Rodriguez asked if the City at some point before that transaction, title exchange or purchase really stressed out the General Plan use and what the City really wanted to do with that. He asked if the City has considered, he doesn't know, maybe purchasing. If this is something of an interest for the City in the future, is it even an option.

Mr. Merchen replied not really. If there are particular targets of opportunity that the City becomes aware of and for any reason that the Council wants to go after acquisition for any purpose, that is something that might be considered. But, as a general rule, this wouldn't be the kind of thing that...

Council Member Rodriguez stated that is appealing to the City.

Mr. Tooley commented that if they were going to acquire property, it would be for a defined public purpose. He doesn't find a public purpose here. If they were going to acquire property for economic development, they would purchase property that did not have the conflicts that have been identified through this discussion. He noted that it is within the Council's purview to purchase a property but it is difficult to see a set of circumstances that the City's interest would be served.

Council Member Rodriguez thanked Mr. Garcia for answering his questions.

Council Member Robinson asked Mr. Garcia what volume of water is needed to wash the almonds.

Mr. Garcia replied nothing for the almonds. It is all air. He stated that the only water and sewer connection needed are for the office which would only employ about 10 or 12 people.

Council Member Robinson asked if there are any rodent or insect infestations.

Mr. Garcia replied none that they are aware of. He stated there might be some small mites but he is not really familiar with the food processing part of it but as far as he knows, they get the almonds from the hauler, bring them there and sort them out. He doesn't believe they could have any pests.

Council Member Robinson asked if the trucks have a trailer also.

Mr. Garcia replied yes. The truck come in and pulls in and out, and turns around within their facility.

Council Member Holley asked Mr. Merchen if this is still part County property.

Mr. Merchen replied that the entire property is in the unincorporated area of the County.

Council Member Holley stated that they can still build on that without even coming to the City.

Mr. Merchen replied yes.

Council Member Oliver thanked Mr. Garcia for being patient with them and being here for this entire time. Speaking for himself, before he can make a decision, he'd have to have a little bit more information as far the plans they have for that project and some of the other outstanding questions and concerns that they've expressed. His recommendation tonight would be to table this discussion to maybe allow the opportunity for Mr. Samran to sit back at the table with staff and maybe think aloud a little bit more. He personally would not be in a position with the information provided to make a decision or provide direction.

Mr. Garcia stated his understanding.

Mayor Medellin stated he thinks that would be a wise choice. He thinks they are doing everything, doing their due diligence as well as Mr. Garcia and Mr. Samran. He agreed there are some missing pieces to the puzzle that he thinks he would like to see as well.

Mr. Garcia commented that when the Council gets directed to seek available options and staff works on the available options and writes up an agreement, both parties have to agree and asked if that is correct, the City and the owner. If either party decides not to move forward, then the deal is off and asked if that is correct. What he believed when he came in here is that the staff was asking Council to give direction. He asked if that is something that they need to work on or is it something that is completely off the table. They've already met with staff and he thinks they made their point very clear that they would leave it up to Council because it wasn't in their power. They are more than happy to sit with staff again to re-discuss it.

Mayor Medellin stated that is what Council's direction is and he doesn't want to speak for Councilman Oliver but he thinks maybe a little more information. They've spent a lot more time with staff than maybe with the Council and he thinks they are doing everything they can within their power to see if there is an avenue. He noted that it's certainly no promise but this isn't a line in the sand if that is what he's asking.

Mr. Garcia stated no and noted that he is just trying to understand the process. They would go back to staff, come up with a game plan and come back to Council for approval.

Mayor Medellin stated there were a few requests by himself and Councilman Oliver that they would maybe like to see. They would certainly direct staff to meet directly with staff and they can get together with that.

Mr. Garcia agreed.

Council Member Rodriguez stated he hears what Mr. Garcia is saying and yes, he thinks he has already sat with City staff and they've kind of drawn up a game plan and this is why it's here so he asked that question earlier and he posed that question to Mr. Merchen because he wanted to know Mr. Merchen's professional opinion and he gave it to them. His thing is, if that's how the City feels about future land use, his recommendation would be that they go with what Mr. Merchen brought before them. He stated that there are some questions and maybe holes that need to be filled and that potentially could be a discussion that he can have with staff but at this point he thinks, with the exception of Councilman Oliver and Mayor Medellin, he feels pretty comfortable with the recommendation given earlier.

Mayor Medellin asked which recommendation that is.

Council Member Rodriguez replied that they follow the General Land Use. Not to say don't allow but obviously this doesn't meet with the conformity of what the City has in plan.

Mayor Medellin stated that option two is to direct staff to prepare a letter to the owner indicating that the City's sewer and water services are not available to the site and encouraging the relocation of a different site.

Council Member Rodriguez stated that the other two options presented to the Council...

Mayor Medellin stated or there could be an amendment to number one. He noted these were four suggestions that they could possibly amend. He is just not in a position this evening to say yea or nay without some of the information and he would look for. He stated that he is certainly not in support of a non-conforming use. He said that earlier. He made his bones on Planning Commission and the General Plan is the bible as Mr. Garcia knows and that is something that they can certainly amend but this is what their City is going to look like over the next 10 or 20 years so to provide services to a non-conforming use is something this evening that he is not prepared to support but he still thinks there might be some information that if they were to come to an agreement, Mr. Garcia had mentioned that Mr. Samran is certainly willing to improve curb and gutter or frontage. There might be some other things that would justify getting to where they want to be.

Mr. Garcia agreed that he showed interest in that.

Mayor Medellin stated again, he is not promising but he just thinks there might be another couple of rocks they can overturn to then make a decision.

Council Member Rodriguez stated he respectfully will have to agree and if that is currently how Council Member's feel than he would agree that they can either table this or just maybe have additional discussions and see how they can improve this.

Mayor Medellin stated he thinks they can come back in the next 30 days possibly.

Mr. Garcia stated the sooner the better noting that time is of the essence.

Mayor Medellin stated he understands.

Mayor Medellin stated that at least in a July meeting.

Council Member Oliver stated that works for him.

Mayor Medellin asked if there is any further discussion. No other comments were made and Mayor Medellin asked Mr. Merchen if he was ok with that.

Mr. Merchen replied they will do their best.

Mayor Medellin thanked Mr. Garcia.

E-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2017/2018

Director of Financial Services Tim Przybyla stated this is the final preliminary budget as described by the Mayor. He advised that the total available revenue for the special revenue funds is \$13.67 million and total expenditures are \$13.65 million for the special revenues. He noted that Measure T Gas Tax and Local Transportation funds have a significant impact on the City's operating budget. During FY 17/18, \$1 million from Gas Tax and \$1.75 million from Measure T will be transferred into the Public Works Department for various street repairs and maintenance which are run through the General Fund. Mr. Przybyla stated that a major expenditure in the General Development Impact Fees is \$1.3 million for a new ladder truck in FY 17/18's proposed budget.

Mr. Przybyla stated that funding from the Department of Housing and Community Development is approximately \$900,000 to provide assistance for manufactured housing purchases, rehabilitation of owner occupied residences and first time home buyer down payment assistance.

Mr. Przybyla stated that under the internal service funds, they have Fleet, Facilities, Maintenance and Technology funds which provide and charge for services to all City departments that benefit from their services. He advised that the internal service funds are not always expected to balance current year revenues and expenditures and in total the internal service funds project a \$61,000 deficit in FY17/18. Mr. Przybyla stated that concludes his presentation.

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

Mr. Przybyla stated this is informational only. All of the preliminary budgets have now been presented. They now know what the different types of pieces of the budget are like and they will speak in detail at the budget workshop on June 19th.

Mayor Medellin thanked Mr. Przybyla.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the League of Cities Golf Tournament in Dinuba.

Mayor Medellin asked how they did.

Council Member Robinson replied he was partnered with Frank Gonzalez, the Mayor of the City of Sanger. They came in midway but he did knock in like a 25-foot putt. He added that it was 18 holes and it was free.

Council Member Robinson reported that on Saturday, along with Councilman Holley, they attended the Big Brothers Big Sisters Fundraising benefit at Habit Burger at Manchester Mall in Fresno.

Mayor Pro Tem Foley Gallegos thanked Chief Frazier, Commander Lawson, Officer Keiser, and Paige Gacayan for their Citizen's Academy that they graduated. It was a job well down. She added that everybody seemed to have gotten a lot of kicks from not many getting tasered this time. The next class they will taser a little bit more.

Mayor Pro Tem Foley Gallegos gave a shout out for the medallion medals for attending the class. She has to let them know that they got those from County Fire but they don't have one for their City. She just wants to put a shout out for that one.

Mayor Pro Tem Foley Gallegos thanked Neighborhood Watch Code Enforcement for going out to the County and opening the first Neighborhood Watch at Berenda School. They are going to get those up and running and that was really exciting to see that night.

Council Member Holley stated, as Council Member Robinson said, being at the Big Brothers Big Sisters function at the Habit, they wouldn't believe it. That was their first opening and they opened their doors for Big Brothers Big Sisters for three hours and all the proceeds raised in those three hours went to Big Brothers Big Sisters. There were over 300 people there and the sandwiches are off the hook. They've got to check it out.

Council Member Holley reported that also this morning he had the opportunity to get up semi-early to go to the John Wells Center and see Kopi there. He was watching it on tv and he said, there's somewhere he's supposed to be. So he jumped up, went out there and he was still out there talking with staff and the race car drivers. They did a great interview.

Council Member Holley stated he then turned around and saw the great health fair that the City put on this morning. He thinks they did a wonderful job of letting folks know about their health concerns. He commended Wendy Silva, Director of Human Resources, and her staff for a great job.

Council Member Rodriguez reported that he was on vacation and had the opportunity to visit the Grand Canyon. It was a great sight to see. He encouraged them to see it if they haven't been out there. He said it was totally amazing. It is something he never thought he would see.

Council Member Rodriguez stated that it is unfortunate that the other members of their community were not here, but he did want to say that he does have 1,001 things to do other than be here. Today his son was playing in a final elimination AAA National Little League Tournament and obviously they lost but he does want to say that they won the AAA National Little League Championship. They went on to battle the American League for the City Championship and American Pacific Mortgage, his company that sponsored it, won the championship. They then were qualified for a tournament. They did their first game yesterday and they won that at Sunnyside. They came back to Madera and obviously they lost to the team that they beat at the City's championship. He forgets the name of that business. He has never participated in Little League. He always passed by, seen the cars there and he always thought man, why do parents do this, why are they out there so late, it's nine o'clock, they should be home, kids should be in bed. But, after enrolling his son, and just knowing that there were these activities available here for the City of Madera, it

is very great. He found out that the City of Madera has its own baseball league too, t-ball and asked if that is what it is. He didn't know that all these things existed but it would be great to get together with these organizations and formulate something that...he thinks this is something big and it brings a lot of people together. He commented that baseball has always been an American sport, a national sport and now he is into it. He would hope that all these other people would have stayed around here to listen to that.

Council Member Rodriguez reported that he also had an opportunity, because of that win, they visited the John Wells Youth Center. They were able to rent out the swimming pool area. He wants to send out kudos to Mary Anne Seay, Parks and Community Services Director, and her department because just driving by there and looking at what's available, when he first went there for the ribbon cutting of it, he was just amazed that he was getting close to elected so he didn't pay a lot of attention to a lot of the little things that are around there and he had so many other things on his mind. He really wants to say that that park is amazing. He would hope that the City of Madera at some point would consider facilities like this in other sectors of their community and be able to duplicate the same type of facility that they have there. He knows that is a long ways from today but hopefully in the future, that could be a discussion they can have.

Mayor Medellin commented that he knows what a family man Council Member Rodriguez is and there is nothing more important than your family and to miss that game, to be here at this Council meeting, really shows his sacrifice to the community. He knows it was. He has seen plenty of ballgames and his heart sometimes is not here, it's with family. He thanked Council Member Rodriguez for his service and for being here. He noted that every meeting is an important meeting but especially this one. They appreciate him being here and missing his son's game. It is unfortunate that they lost but he is young and there will be a lot more games.

Council Member Rodriguez stated they've got the trophy in their office.

Council Member Oliver asked Council Member Rodriguez if he said he rented out the Swimming Pool Park.

Council Member Rodriguez replied he believes the organization.

Council Member Oliver kidded that was all the noise complaints he got.

Council Member Oliver stated his appreciation to everyone for sticking around and being here. He wanted to give some recognition and kudos to the Madera Tribune for their special series on ending sex trafficking in Madera. He thought it was particularly eye opening and alarming, very concerning. He noted that there were some uncomfortable facts that were reported on but he appreciates that series. He doesn't know that he has any answers or solutions but he thinks it might be something to look at as far as like a Blue Ribbon Commission or something like that that may be able to look at some of those issues. He thanked them for their advocacy there.

Council Member Oliver thanked Sonia Alvarez, City Clerk, for helping him with a last minute request last week. He stated that the Parent Institute for Quality Education held an event at Washington Elementary School. They graduated over 30 parents who have gone through training and leadership development at Washington School. He was scheduled to be there to speak but unfortunately, he had a conflict. The City Clerk at the last minute helped him to deliver some certificates and at least have some presence there. He thanked her for doing that.

Council Member Robinson stated that his son is in the audience. He just graduated from St. Paul Minnesota with a Geology degree and he has served on the USS Stennis Aircraft Carrier in the Nuclear Engine Department. He is proud of him.

Council Member Robinson stated that his daughter has been selected as Sherman Thomas Student of the Year.

Mayor Medellin thanked Council Member Robinson's son for being here and noted that Council Member Robinson at least owes him dinner or something for bringing him to this particular meeting to say the least.

Mayor Medellin stated that he too wants to add kudos to the John Wells Center and their new Centennial Park that played host today to KMPH 26 and Kopi does a fantastic job highlighting Madera and the many wonderful things they have here and the people that are in it. He commented that Kopi is just a great guy. They got some great exposure this morning. It is a gorgeous park as always. He thanked Ms. Seay for that.

Mayor Medellin thanked his colleagues for their diligence and their hard work over the last week or two or three where they fielded a number of calls, a number of texts, town hall meetings, and they responded. And as he said in his speech earlier, he thinks that's what they are about. They are transparent, they're accessible and that's how they get things done here in Madera. His hat's off to each and every one of them for fielding all these questions and concerns, and also to staff. They do such a wonderful, fantastic job. Their doors are always open and they make it easy for them to get questions, and they all work together as a team. He knows they're Madera Proud and they work as a team. He has no doubt that the City Clerk would have been there for everybody not just Councilman Oliver.

Council Member Holley expressed prayers to an officer and glad he's ok.

Mayor Medellin stated he was just getting ready to go there. He noted that it's part of the job when you wear the badge. He expressed thanks to all the men and women in blue. He stated that it's been handled well when somebody goes home at night saved, that's the big picture. He asked that they give everybody in the department their appreciation and thanks.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT

The meeting was adjourned by Mayor Medellin at 9:52 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

City of Madera

Council Meeting Of June 6th, 2018
Agenda Item No. B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 06/06/2018

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

May 8th, 2018 to May 29th, 2018

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

General Warrant:	17602-17887	\$	2,461,551.68
Wire Transfer	Union Bank Payroll and Taxes	\$	614,739.32
Wire Transfer	SDI	\$	2,330.58
Wire Transfer	Cal Pers	\$	835,505.83

Respectfully submitted,



Tim Przybyla
Financial Services Director

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

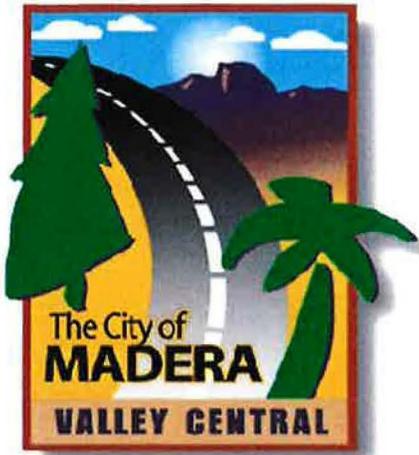
CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
17602	05/11/2018	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS 05/18	40,000.00
17603	05/11/2018	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT MAY 2018	905.04
17604	05/11/2018	AMERICAN BUSINESS MACHINES	COPIER SERVICE 05/18 - ENGINEERING DEPT	90.00
17605	05/11/2018	THIRKETTLE CORPORATION	SENSUS SOCKET	6,029.72
17606	05/11/2018	DAVE CHRISTIAN CONSTRUCTION CO INC.	REFUND DEPOSIT FOR METER #23	1,669.72
17607	05/11/2018	DR & G SERVICES	REFUND DEPOSIT FOR METER #39	1,669.72
17608	05/11/2018	AT&T	PD PRIVATE LINE SVS 04/19 - 05/18	376.51
17609	05/11/2018	AT&T	02/18 CALNET 3 SVS 9391026413	2,243.57
17610	05/11/2018	BANK OF NEW YORK MELLON	1993 VARIABLE RATE DEMAND BONDS	1,000.00
17611	05/11/2018	BANK OF THE WEST	Equipment and services lease -	8,713.46
17612	05/11/2018	BSK ASSOCIATES	WWTP PERMIT COMPLIANCE LAB 04/17/18	2,150.00
17613	05/11/2018	CALIFORNIA DEPARTMENT OF JUSTICE	MISCELLANEOUS SERVICES JAN - MAR 2018	1,876.98
17614	05/11/2018	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS	121.04
17615	05/11/2018	COLGAN CONSULTING CORPORATION	Professional Services Related	6,900.00
17616	05/11/2018	COMMUNITY MEDICAL CENTER	LEGAL BLOOD DRAWS MAR 18	350.00
17617	05/11/2018	CORELOGIC INFORMATION SOLUTIONS INC	REALQUEST 04/18	175.00
17618	05/11/2018	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN 04/18	150.00
17619	05/11/2018	CPS HR CONSULTING	BILINGUAL EXAM	1,255.00
17620	05/11/2018	CREATIVE COPY	POLICE DEPT. PARKING VIOLATIONS	3,113.55
17621	05/11/2018	DIAMOND COMMUNICATIONS	DOWNLOAD FEE TO UPDATE SECURITY ALARM	30.00
17622	05/11/2018	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING JUN-AUG	405.00
17623	05/11/2018	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 3 MEDIAN MAINTENANCE APRIL 2018	14,720.00
17624	05/11/2018	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS 03/18	206.80
17625	05/11/2018	GUARDIAN WESTERN SWEEPING INC.	Weekly Street Sweeping of Down	569.00
17626	05/11/2018	LAW & ASSOCIATES	LAW ENFORCEMENT EMPLOYMENT BACKGROUND	2,300.00
17627	05/11/2018	LEHR AUTO ELECTRIC	(5) computers for patrol vehic	5,338.89
17628	05/11/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
17629	05/11/2018	MADERA COUNTY E D C	REIMBURSEMENT FOR 3RD QTR SALARIES AND EXPENSES	901.52
17630	05/11/2018	MADERA DOWNTOWN ASSOC.	FY 17/18 2ND QTR ASSESSMENTS PAYABLE	10,171.73
17631	05/11/2018	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL CHARGES FOR APRIL 2018	426.50
17632	05/11/2018	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL CHARGES FOR APRIL 2018 - TRANSIT	3,449.51
17633	05/11/2018	MADERA UNIFORM & ACCESSORIES	UNIFORMS FOR POLICE DEPARTMENT	610.50
17634	05/11/2018	MERCHEN, DAVID J.	PER DIEM ICSC RECON 2018	176.00
17635	05/11/2018	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE MARCH 2018	314,159.13
17636	05/11/2018	O'DELL ENGINEERING, INC.	DESIGN SERVICES FOR ADA IMPROVEMENTS	19,022.00
17637	05/11/2018	MARTINEZ, IMELDA AND JOSE	TURF REPLACEMENT REBATE - 1409 AMERICAN AVE	3,000.00
17638	05/11/2018	PACIFIC GAS & ELECTRIC	03/18 SVS 3533032414-2	93,262.24
17639	05/11/2018	AVILA, ERIKA	PARK DEPOSIT REFUND	50.00
17640	05/11/2018	BANDA, ESEQUIEL	PARK DEPOSIT REFUND	50.00
17641	05/11/2018	CLAY, STEPHANIE	FACILITY DEPOSIT REFUND	50.00
17642	05/11/2018	ENCINAS, RODNEY	PARK DEPOSIT REFUND	50.00
17643	05/11/2018	GILVARDO DE JESUS	PARK DEPOSIT REFUND	50.00
17644	05/11/2018	GOMEZ, GABRIELA	SPORT CANCELLATION	55.00
17645	05/11/2018	GOMEZ, GABRIELA	PARK DEPOSIT REFUND	50.00
17646	05/11/2018	GONZALEZ, MONICA	PARK DEPOSIT REFUND	50.00
17647	05/11/2018	GUTIERREZ, YESENIA	PARK DEPOSIT REFUND	50.00
17648	05/11/2018	HERNANDEZ, LYDIA	PARK DEPOSIT REFUND	165.00
17649	05/11/2018	LARA, GLORIA	PARK DEPOSIT REFUND	50.00
17650	05/11/2018	MARTINEZ, MARIA	SPORT CANCELLATION	47.50
17651	05/11/2018	MENDOZA, JESSICA	FACILITY DEPOSIT REFUND	100.00
17652	05/11/2018	MORENO, MAYRA	PARK DEPOSIT REFUND	50.00
17653	05/11/2018	MORENO, SANDRA	PARK DEPOSIT REFUND	50.00
17654	05/11/2018	ORECUELAS, CHRISTINA	PARK DEPOSIT REFUND	50.00
17655	05/11/2018	RAMOS, MAYRA	PARK DEPOSIT REFUND	50.00
17656	05/11/2018	RODRIGUEZ, XAVIER	PARK DEPOSIT REFUND	50.00
17657	05/11/2018	SHOCKLEY, KRISTEN	PARENT HAT	15.00
17658	05/11/2018	SOLIS, BRENDA	PARK DEPOSIT REFUND	50.00
17659	05/11/2018	UNITED FARM WORKERS OF AMERICA	PARK DEPOSIT REFUND	50.00
17660	05/11/2018	VELASQUEZ, ANITA	PARK DEPOSIT REFUND	165.00
17661	05/11/2018	WE CONNECT C/O MARTHA ZARATE	PARK DEPOSIT REFUND	50.00
17662	05/11/2018	PIERCE CONSTRUCTION	Remove and replace damaged asphalt	15,058.86
17663	05/11/2018	POLYDYNE INC.	WATER AND WASTEWATER TREATING	4,481.55
17664	05/11/2018	PRICE PAIGE AND COMPANY	PROFESSIONAL SVS FOR YR ENDED 06/30/17	10,500.00
17665	05/11/2018	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN	85,852.31
17666	05/11/2018	SERVICEMASTER BY J&C BROWN	CITY HALL RESTROOM FLOOR CLEANING	250.00
17667	05/11/2018	SYMBOL ARTS	Badges	752.00
17668	05/11/2018	TESEI PETROLEUM, INC.	DIGESTER HEATING	2,528.63
17669	05/11/2018	TORRES BODY SHOP	Repair of PD Vehicle #6004	3,081.15
17670	05/11/2018	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS APRIL 2018	110.30

17671	05/11/2018	AFB FUTURE INVESTMENT LLC	Utility Billing Deposit Refund	24.91
17672	05/11/2018	ATENCIO AUSTIN AND ANAIDA OR CITY OF MADERA	Utility Billing Credit Refund	235.55
17673	05/11/2018	AULAKH RUPINER S AND KAUR KARAMJEET OR CITY OF MAD	Utility Billing Credit Refund	152.08
17674	05/11/2018	AVALOS VERONICA	Utility Billing Credit Refund	165.50
17675	05/11/2018	AZEVEDO TINA	Utility Billing Credit Refund	91.66
17676	05/11/2018	BAEZ BEATRIZ	Utility Billing Credit Refund	119.58
17677	05/11/2018	BANDHANA RATTAN OR CITY OF MADERA	Utility Billing Credit Refund	43.33
17678	05/11/2018	BARRERA TAWNY M	Utility Billing Credit Refund	164.85
17679	05/11/2018	BELTRAN ASUNCION	Utility Billing Credit Refund	189.08
17680	05/11/2018	BRAGER ALEXANDRIA	Utility Billing Credit Refund	60.27
17681	05/11/2018	CARDENAS VALLADARES ANTONIO OR CITY OF MADERA	Utility Billing Credit Refund	151.73
17682	05/11/2018	CITY OF MADERA OR AGUILAR YOLANDA V	Utility Billing Credit Refund	151.42
17683	05/11/2018	CITY OF MADERA OR AMATON MELISSA	Utility Billing Credit Refund	151.52
17684	05/11/2018	CITY OF MADERA OR GAMBOA MARCELLA	Utility Billing Credit Refund	179.97
17685	05/11/2018	CITY OF MADERA OR GONZALEZ ADAN	Utility Billing Credit Refund	63.58
17686	05/11/2018	CITY OF MADERA OR HUERTA LUCILA AND GUADALUPE	Utility Billing Credit Refund	152.14
17687	05/11/2018	CITY OF MADERA OR MOSS NICOLE	Utility Billing Credit Refund	192.22
17688	05/11/2018	CITY OF MADERA OR RAMIREZ CHRISTY AND MI	Utility Billing Credit Refund	125.14
17689	05/11/2018	CITY OF MADERA OR ROGERS LUU T	Utility Billing Credit Refund	151.75
17690	05/11/2018	CITY OF MADERA OR ROSAS TAMMY AND MARTIN	Utility Billing Credit Refund	174.69
17691	05/11/2018	CITY OF MADERA OR SALCIDO KEVIN AND DEAN	Utility Billing Credit Refund	55.59
17692	05/11/2018	CITY OF MADERA OR SANCHEZ MARTINEZ NESTO CRUZ MEND	Utility Billing Credit Refund	138.65
17693	05/11/2018	DAVIDSON ANDREW	Utility Billing Deposit Refund	88.68
17694	05/11/2018	DAVIS JR MARK AND LUCERO NICHOLE	Utility Billing Credit Refund	132.68
17695	05/11/2018	DELEJIA ALSI	Utility Billing Deposit Refund	43.96
17696	05/11/2018	ESTRADA MONIQUE OR CITY OF MADERA	Utility Billing Credit Refund	151.50
17697	05/11/2018	FLETES HERNAN OR CITY OF MADERA	Utility Billing Credit Refund	152.19
17698	05/11/2018	FLORES ADAM	Utility Billing Credit Refund	175.96
17699	05/11/2018	FP CONTRACTING INC	Utility Billing Credit Refund	414.21
17700	05/11/2018	GOERTZEN RODNEY AND MELISSA	Utility Billing Deposit Refund	10.78
17701	05/11/2018	GOMEZ MARIA	Utility Billing Credit Refund	153.05
17702	05/11/2018	GOMEZ RODRIGO AND KIMBERLEE GOMEZ	Utility Billing Credit Refund	276.22
17703	05/11/2018	GUTIERREZ ROSA	Utility Billing Deposit Refund	2.77
17704	05/11/2018	HELTON EULA	Utility Billing Credit Refund	111.64
17705	05/11/2018	HERNANDEZ MIGUEL AND PEREZ ARACELY	Utility Billing Credit Refund	74.50
17706	05/11/2018	JIMENEZ ELOY	Utility Billing Credit Refund	165.40
17707	05/11/2018	KLAIR PAUL C/O JACQUE AND COMPANY	Utility Billing Deposit Refund	16.19
17708	05/11/2018	LAFONT WILLIAM	Utility Billing Credit Refund	40.98
17709	05/11/2018	LEE BEVERLYN D	Utility Billing Deposit Refund	73.28
17710	05/11/2018	LEGACY TERRA LLC	Utility Billing Credit Refund	150.00
17711	05/11/2018	MCINTOSH KRISTEN	Utility Billing Credit Refund	55.96
17712	05/11/2018	METZGER-PARKER CO TITUS LAWRENCE E	Utility Billing Credit Refund	177.84
17713	05/11/2018	MURILLO MARIA	Utility Billing Credit Refund	232.76
17714	05/11/2018	OGAN DANIEL	Utility Billing Credit Refund	284.83
17715	05/11/2018	PEREZ FILBERTO A	Utility Billing Credit Refund	116.14
17716	05/11/2018	PISTORESI MIKE LOS ARCOS	Utility Billing Deposit Refund	78.60
17717	05/11/2018	PISTORESI MIKE LOS ARCOS	Utility Billing Deposit Refund	91.70
17718	05/11/2018	PLACIDO JAIME SOFIA OR CITY OF MADERA	Utility Billing Credit Refund	151.52
17719	05/11/2018	RODRIGUEZ EDGAR AND SUSIE	Utility Billing Credit Refund	101.37
17720	05/11/2018	SANTA FE INVESTMENTS	Utility Billing Credit Refund	147.34
17721	05/11/2018	SAUCEDO VINCENT	Utility Billing Credit Refund	23.24
17722	05/11/2018	VAZQUEZ FABIAN	Utility Billing Credit Refund	40.98
17723	05/11/2018	WOLFE CAPITAL INVESTMENTS LLC C/O HOUCK KOTTEN KRI	Utility Billing Credit Refund	162.59
17724	05/11/2018	VALENZUELA, RICARDO	PER DIEM QUALIFIED APPLICATOR CERT EXAM	96.00
17725	05/11/2018	VILLA GARDENING SERVICE INC	APRIL GARDENING SVS	275.00
17726	05/11/2018	WESCO DIST. INC.	70 Watt LED lights	13,152.38
17727	05/11/2018	WEST COAST RUBBER RECYCLING	Tire hauling for TA4 Amnesty	2,500.00
17728	05/11/2018	WEST VALLEY CONSTRUCTION CO. INC.	WATER METER INSTALLATION IMPROVEMENT	562,102.51
17729	05/11/2018	WILLDAN FINANCIAL SERVICES	CFD FEES FOR MAY 2018	809.52
17730	05/11/2018	ZEE MEDICAL SERVICE CO.	MEDICAL SUPPLIES	15.99
17731	05/18/2018	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER	1,316.25
17732	05/18/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	2,040.00
17733	05/18/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	2,176.00
17734	05/18/2018	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE MAY 2018	4,536.50
17735	05/18/2018	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE ACCT 05/18/18 PAYROLL	942.52
17736	05/18/2018	AMERICAN BUSINESS MACHINES	STAPLE CARTRIDGE	63.87
17737	05/18/2018	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL JUNE 2018	1,730.64
17738	05/18/2018	ARAMARK UNIFORM SERVICES	04/18 UNIFORM SERVICES	5,648.35
17739	05/18/2018	AT&T	03/18 CALNET 3 SVS 9391026403	516.95
17740	05/18/2018	AT&T	03/18 CALNET 3 SVS 9391026396	2,452.14
17741	05/18/2018	BE PREPARED CPR/FIRST AID INSTRUCTION	4HR CPR/AED TRAINING	2,565.00
17742	05/18/2018	BOTWRIGHT JR., JOHN D.	PER DIEM WATER AUDIT VALIDATOR CLASS	192.00
17743	05/18/2018	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 05/18/18 PAYROLL	1,912.57

17744	05/18/2018	CALIFORNIA DEBT AND INVESTMENT ADVISORY	PUBLIC LEASE REVENUE BOND - POLICE STATION LEASE	223.98
17745	05/18/2018	CALIFORNIA DEBT AND INVESTMENT ADVISORY	PUBLIC LEASE REVENUE BOND - MUNICIPAL GOLF COURSE	414.27
17746	05/18/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	798.00
17747	05/18/2018	CITY OF MADERA	DRIP IRRIGATION REBATE APPLY TO 99051702	32.30
17748	05/18/2018	CITY OF MADERA	SMART IRRIGATION CONTROLER - APPLY TO ACCT 9920058	89.10
17749	05/18/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 3533071	99.00
17750	05/18/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9909111	100.00
17751	05/18/2018	CITY OF MADERA	TOILET REBATE APPLY TO ACCOUNT 9908100	100.00
17752	05/18/2018	CITY OF MADERA	DRIP IRRIGATION REBATE APPLY TO 9921687	144.25
17753	05/18/2018	CITY OF MADERA	DISHWASHER REBATE APPLY TO 9905170	200.00
17754	05/18/2018	CITY OF MADERA	TOILET/MULCH REBATE APPLY TO ACCOUNT 7306003	449.00
17755	05/18/2018	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 05/18/18 PAYROLL	994.79
17756	05/18/2018	CORE BUSINESS INTERIORS	CHAIR REPAIR	198.96
17757	05/18/2018	DEPARTMENT OF MOTOR VEHICLES	VEHICLE REGISTRATION COL. FOR 05/18/18 PAYROLL	152.00
17758	05/18/2018	DIAMOND COMMUNICATIONS	PAN AM FIRE ALARM MONITORING	32.00
17759	05/18/2018	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 3 FY 17/18	61.60
17760	05/18/2018	DOWNTOWN FORD SALES	2017 F350 DRW with Utility Bed	56,508.34
17761	05/18/2018	EUROFINS EATON ANALYTICAL, INC.	WATER SAMPLES	209.00
17762	05/18/2018	EWING IRRIGATION PRODUCTS	IRRITROL CNTRL	1,362.19
17763	05/18/2018	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 05/01/18-05/15/18	9,543.75
17764	05/18/2018	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	78.08
17765	05/18/2018	KOFF & ASSOCIATES, INC.	Compensation Study for Management	3,510.00
17766	05/18/2018	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	25.56
17767	05/18/2018	LESLIE'S POOLMART, INC.	Diving Board	3,758.86
17768	05/18/2018	MADERA ANIMAL HOSPITAL	VETERINARY SVS	1,433.80
17769	05/18/2018	MADERA CLEANERS AND LAUNDRY INC.	YOUTH CENTER MAT SERVICE	32.30
17770	05/18/2018	MADERA RADIO DISPATCH, INC.	TOWER RENT	310.24
17771	05/18/2018	MADERA TRIBUNE	AD FOR RFP #201718-09	240.00
17772	05/18/2018	MADERA TRIBUNE	ORD. 948 C.S.	240.00
17773	05/18/2018	MUNISERVICES, LLC	LTC DISCOVERY SERVICES FOR PERIOD ENDING 04/30/18	1,048.10
17774	05/18/2018	MUNISERVICES, LLC	SUTA SERVICES FOR TAX QTR ENDING 12/31/17	3,359.42
17775	05/18/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 05/18/18 PAYROLL	1,928.76
17776	05/18/2018	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 05/18/18 PAYROLL	9,573.20
17777	05/18/2018	ONTRAC	OVERNIGHT SHIPPING	3.76
17778	05/18/2018	HERRERA, YESENIA	TURF REPLACEMENT REBATE - 1043 SAN JOSE	2,571.00
17779	05/18/2018	SIEMEN, RICHARD	TURF REPLACEMENT REBATE - 1904 W 4TH ST	3,000.00
17780	05/18/2018	ORDAZ, MARCELINO	REFUND DOG LICENSE FEE	8.00
17781	05/18/2018	PACIFIC GAS & ELECTRIC	04/18 SVS 5207933925-6	237.66
17782	05/18/2018	ARROYO, MARIA	PARK DEPOSIT REFUND	50.00
17783	05/18/2018	CATHOLIC DAUGHTERS OF THE AMERICAS	PARK DEPOSIT REFUND	260.00
17784	05/18/2018	CLARK, MELISSA	SPORT CANCELLATION	52.50
17785	05/18/2018	CUEVAS, GEORGE	PARK DEPOSIT REFUND	50.00
17786	05/18/2018	GIL, ROSA	PARK DEPOSIT REFUND	200.00
17787	05/18/2018	MARTINEZ-VASQUEZ, MEDARDO	PARK DEPOSIT REFUND	50.00
17788	05/18/2018	MEJIA, JOSEFINA	PARK DEPOSIT REFUND	50.00
17789	05/18/2018	PRADO, ROSEANNA	PARK DEPOSIT REFUND	50.00
17790	05/18/2018	ROBLES, JENNIFER	PARK DEPOSIT REFUND	50.00
17791	05/18/2018	ROBLES, JENNIFER	PARK DEPOSIT REFUND	165.00
17792	05/18/2018	SAMSON, PATTI	PARK DEPOSIT REFUND	150.00
17793	05/18/2018	VEGA, ANGIE	FACILITY DEPOSIT REFUND	200.00
17794	05/18/2018	ZARAGOSA, JAMIE	T-BALL SPECTATOR SHIRT	15.00
17795	05/18/2018	PLATT ELECTRIC SUPPLY, INC.	31 Foot Street Lights Poles	11,426.24
17796	05/18/2018	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE RENTAL	518.63
17797	05/18/2018	QUINN & KRONLUND, LLP	LEGAL SERVICES	1,800.00
17798	05/18/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL CHUMLEY APRIL 2018	186.00
17799	05/18/2018	VALLEY VANGUARD PROPERTIES	REIMBURSEMENT FOR WESTBERRY IMPROVEMENTS	53,237.47
17800	05/18/2018	SILVA AUTO GROUP	Bus #44 New Cylinder Heads	2,809.99
17801	05/18/2018	SPARKLETTS	LAB & DRINKING WATER	160.04
17802	05/18/2018	STATE CONTROLLER'S OFFICE	ADMIN CITIES - INTERCEPT EXPENSE	77.75
17803	05/18/2018	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 05/18/18 PAYROLL	78.12
17804	05/18/2018	TERRAFORM POWER, LLC.	04/18 ELECTRIC UTILITIES SVS	21,058.56
17805	05/18/2018	SYMBOL ARTS	Badges	50.00
17806	05/18/2018	SYNAGRO WEST, INC.	MISCELLANEOUS SERVICES, NO. 1	9,175.76
17807	05/18/2018	TAG/AMS, INC.	RANDOM DRUG TESTING	384.00
17808	05/18/2018	TAMARACK PEST CONTROL	MAY 2018 PEST CONTROL SVS	510.00
17809	05/18/2018	ARREDONDO MARI	Utility Billing Deposit Refund	21.35
17810	05/18/2018	BARBOZA BRUNO	Utility Billing Credit Refund	34.05
17811	05/18/2018	BOND CHARLES	Utility Billing Credit Refund	198.46
17812	05/18/2018	CENTRAL VALLEY CAPITAL	Utility Billing Deposit Refund	169.19
17813	05/18/2018	CISNEROS PEDRO	Utility Billing Deposit Refund	4.39
17814	05/18/2018	CRUZ EVERARDO	Utility Billing Credit Refund	198.67
17815	05/18/2018	CYPREXX SERVICES LLC	Utility Billing Credit Refund	150.01
17816	05/18/2018	DEL RIO RICARDO	Utility Billing Credit Refund	7.65

17817	05/18/2018	GALINDO JULIO ROBERTO	Utility Billing Credit Refund	90.88
17818	05/18/2018	GARCIA ALMA	Utility Billing Credit Refund	107.34
17819	05/18/2018	GODWIN MELISSA	Utility Billing Credit Refund	145.74
17820	05/18/2018	GONZALEZ LEIDER	Utility Billing Deposit Refund	1.62
17821	05/18/2018	HERNANDEZ VALENTIN	Utility Billing Credit Refund	84.04
17822	05/18/2018	HUIZAR MARY	Utility Billing Credit Refund	89.75
17823	05/18/2018	J P DESMOND AND SON	Utility Billing Deposit Refund	963.95
17824	05/18/2018	JONES LYNETTE M AND TOWNSEL CATHERINE	Utility Billing Deposit Refund	53.02
17825	05/18/2018	LOPEZ MERCEDES	Utility Billing Credit Refund	137.74
17826	05/18/2018	MARAVILLA VICTOR DAVID	Utility Billing Credit Refund	128.17
17827	05/18/2018	MARKLEY RICK	Utility Billing Credit Refund	160.28
17828	05/18/2018	MARTIN DANNY	Utility Billing Deposit Refund	375.26
17829	05/18/2018	MENDOZA SAL	Utility Billing Credit Refund	225.77
17830	05/18/2018	MII INVESTMENTS	Utility Billing Credit Refund	206.81
17831	05/18/2018	MOORE SCOTT	Utility Billing Deposit Refund	51.62
17832	05/18/2018	MORGAN ROY	Utility Billing Deposit Refund	101.22
17833	05/18/2018	NEHRING AMY	Utility Billing Credit Refund	138.35
17834	05/18/2018	NIEVES ANTONIO	Utility Billing Credit Refund	48.47
17835	05/18/2018	PECH KOMPHEAK OR CITY OF MADERA	Utility Billing Credit Refund	134.83
17836	05/18/2018	QUIJADA HENRY OR CITY OF MADERA	Utility Billing Credit Refund	151.49
17837	05/18/2018	RAMIREZ M JOHN	Utility Billing Credit Refund	19.64
17838	05/18/2018	RAMIREZ PABLO	Utility Billing Credit Refund	154.27
17839	05/18/2018	RESENDEZ ARNULFO	Utility Billing Credit Refund	115.40
17840	05/18/2018	ROCHA SR JOSEPH C	Utility Billing Credit Refund	241.84
17841	05/18/2018	ROSS ROBERT	Utility Billing Credit Refund	40.77
17842	05/18/2018	SANCHEZ MARIA LUISA	Utility Billing Credit Refund	185.00
17843	05/18/2018	SAUCEDO LUCY	Utility Billing Deposit Refund	81.56
17844	05/18/2018	SCHWARTZ DAVID	Utility Billing Credit Refund	600.90
17845	05/18/2018	SINGH DEEPIINDER	Utility Billing Credit Refund	251.27
17846	05/18/2018	SINGH INDERJIT	Utility Billing Credit Refund	1,009.16
17847	05/18/2018	STAGNER DARLENE	Utility Billing Credit Refund	132.77
17848	05/18/2018	VENEGAS ISMAEL	Utility Billing Credit Refund	223.70
17849	05/18/2018	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID UNITED HEALTH CARE MAY 2018	276,357.26
17850	05/18/2018	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 05/18/18 PAYROLL	23,217.85
17851	05/18/2018	WATERALENT, LLC	WWTP Temp Operator	800.00
17852	05/18/2018	HARRY D. WILSON INC.	2014 HONDA SERVICE	860.53
17853	05/29/2018	ACRO SERVICE CORPORATION	TEMPORARY CONSTRUCTION MANAGER	7,250.75
17854	05/29/2018	ADMINISTRATIVE SOLUTIONS INC.	CITY PD RETIREE PRES BILL 06/18 SKEELS	169.80
17855	05/29/2018	ANTHEM BLUE CROSS	CITY PD RETIREE MED BILL 06-18 TAUBERT	169.80
17856	05/29/2018	THIRKETTLE CORPORATION	520 M Smartpoint Single Port U	7,709.52
17857	05/29/2018	GVP VENTURES INC.	CITY ADMINISTRATOR RECRUITMENT SVS	3,233.88
17858	05/29/2018	BSK ASSOCIATES	WATER SAMPLES	456.00
17859	05/29/2018	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	2,056.00
17860	05/29/2018	CALIFORNIA POLICE CHIEFS ASSOC	MEMBERSHIP RENEWAL	1,621.00
17861	05/29/2018	CITY OF MADERA	04/18 UTILITIES ACCOUNT# 003040421-6	158.29
17862	05/29/2018	COMCAST	05/14- 06/13 SVS 8155500320092096	133.43
17863	05/29/2018	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	523.50
17864	05/29/2018	CREATIVE COPY	TRANSIT TRANSFER SLIPS	215.68
17865	05/29/2018	EMMETT'S EXCAVATION, INC.	WELL 27 PIPELINE OUTFALL EXT- PROG PMT #1	135,234.40
17866	05/29/2018	ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
17867	05/29/2018	FIRST TRANSIT INC.	APRIL MAX/DAR SERVICES	150,988.37
17868	05/29/2018	FRESNO REPROGRAPHICS	R-74 RECLAMITE APP ON VARIOUS CITY STREETS	437.30
17869	05/29/2018	GONZALEZ, FELIX	PER DIEM: SLI SESSION #2	224.00
17870	05/29/2018	HERC RENTALS	WATER TRUCK RENTAL	1,586.95
17871	05/29/2018	HICKMAN, JAMIE	PER DIEM: QUALIFIED APPLICATOR CERT EXAM	111.00
17872	05/29/2018	J'S COMMUNICATIONS	SERVICE AGREEMENT APRIL- JUNE 2018	4,707.00
17873	05/29/2018	KLEINFELDER, INC.	CONSTRUCTION MATERIALS TESTING	1,634.35
17874	05/29/2018	LEIGHTON'S JEWELERS OF MADERA INC.	REPAIR	130.00
17875	05/29/2018	LIEBERT CASSIDY WHITMORE	LEGAL FEES	455.00
17876	05/29/2018	PERCY, MICHAEL	TURF REPLACEMENT REBATE	3,000.00
17877	05/29/2018	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MEDICAL BILL 06/18 CHUMLEY	186.00
17878	05/29/2018	SHI INTERNATIONAL CORP.	BACKUP SOFTWARE MAINTENANCE	8,983.35
17879	05/29/2018	SJVAPCD	18/19 ANNUAL PERMIT FEES FACILITY ID C7487	525.00
17880	05/29/2018	SOUTHERN COMPUTER WAREHOUSE, INC.	SWITCH	2,264.54
17881	05/29/2018	TESEI PETROLEUM, INC.	FUEL CHARGES 04/21/18- 04/30/18	11,219.62
17882	05/29/2018	TUCKNESS, MATTHEW	ADPP FOR MONTH OF MAY 2018	2,900.10
17883	05/29/2018	TYLER TECHNOLOGIES INC.	TIMECLOCK FOR PARKS	4,351.66
17884	05/29/2018	UNION PACIFIC RAILROAD CO.	LICENSE FEE FOR FRESNO RIVER TRAIL UNDERPASS	32,500.00
17885	05/29/2018	UNITED HEALTHCARE INSURANCE COMPANY	CITY PAID HEALTH CARE JUNE 2018	275,831.41
17886	05/29/2018	HARRY D. WILSON INC.	REPLACE BATTERY 6605	314.62
17887	05/29/2018	A GEORGE ZENGL	TOWER APPRAISAL REPORT FOR 325 D ST.	2,400.00

Bank # 1 - Union Bank General Account Total 2,461,551.68



REPORT TO CITY COUNCIL

MEETING DATE: June 6, 2018

AGENDA ITEM NUMBER: B-3

Approved By:



INTERIM PUBLIC WORKS DIRECTOR



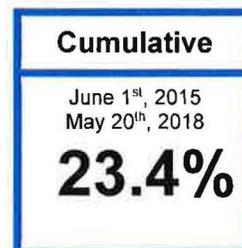
CITY ADMINISTRATOR

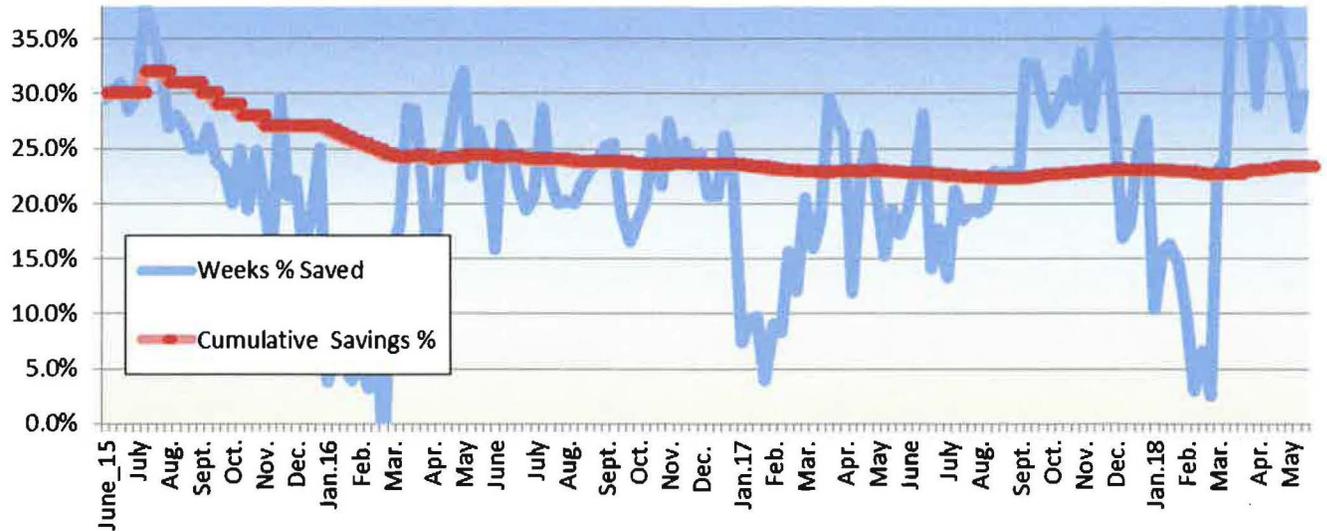
SUBJECT: Water Conservation Report for April 23rd through May 20th

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

BACKGROUND: This report addresses the four different areas of focus: water conservation & education, water patrol activity, water meter maintenance activities, and information on the overall capacity of the water wells, the amount of production, and reserve production capacity.

WATER CONSERVATION: As illustrated in the chart, the City's average monthly water conservation rate for May 2018 is increased at 31.5% from 20.75% in May 2017. Below is the most current water conservation data.





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

Conservation Outreach
 Madera Child Development Center – 153 Students
 Pershing Elementary School Carnival -Approx. 500 participants

WATER PATROL: The division is preparing for peak irrigation watering season and assuring that all staff is trained and proficient in using the new electronic citation entry system. The water patrol staff made a total of 256 individual public contacts. Below is the most current enforcement data.

ENFORCEMENT			
Individual Contacts	256	1st offenses (\$75)	65
Verbal Warnings	9	2nd offenses (\$200)	87
Correction Notices	44	3rd or more offense (\$500)	0

WATER METERS: In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency during this reporting period, the water meter staff performed various repair and/or meter programming at 74 properties. Customer concern investigations were conducted and the investigations resulted in discovery of leaks at 5 properties and need for irrigation timer adjustment at two properties. Notification of possible leak were sent out to 18 additional properties.

REBATE PROGRAM: This reporting period, the division has received a total of 21 new applications for various rebate opportunities. To date, a total of approximately **\$96,500** rebate dollars have been awarded this fiscal year compared to \$27,120 total rebate dollars awarded for fiscal year 16/17.

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

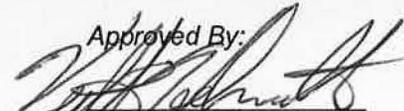
FINANCIAL IMPACT: The expenses for implementing and administering these water conservation activities occur within the Water Fund and do not impact the General Fund.

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

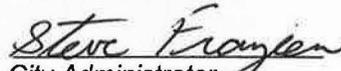


REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 6, 2018
Agenda Item Number B-4


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT – LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution:

1. Approving the FY 2018/19 Application for Transportation Development Act (TDA), Local Transportation Funds (LTF).
2. Approving the FY 2018/19 Application for Transportation Development Act, State Transit Assistance Funds (STA).
3. Authorizing the City Engineer to execute the applications and submit them to the Madera County Transportation Commission (MCTC) for adoption.

SUMMARY:

The applications describe the proposed expenditures for the MCTC approved allocation of funds for Fiscal Year 2018/19. City staff recommends the proposed expenditures and have included them in the proposed 2018/19 City Budget.

Engineering

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

www.cityofmadera.ca.gov

The LTF allocation of \$1,706,554 for FY 2018/19 must be used for transportation related services such as transit services, street construction program planning, and administration. Projects in the Capital Improvement Plan for the City of Madera have been created and approved by Council for the use of these funds. As Council-approved Transit Services have increased (additional routes, replacement buses) review of projects to be funded by LTF and associated balances is required as multiple uses of the LTF funds creates budget challenges. Figures that remain consistent with LTF are an allocation of 2% of the LTF that must be used for pedestrian/bicycle facilities (\$34,131), and 3% that must be allocated to MCTC for Transportation Planning Services (\$51,197). The LTF allocation for FY 2018/19 is \$74,413 more than last year.

The STA allocation of \$ 463,983 for FY 2018/19 is programmed for capital outlay and operations for Dial-A-Ride and Madera Fixed Route Bus System. The use of STA funds is limited to transit related programs only. The STA allocation for FY 2018/19 has increased by \$66,243 compared to last year's allocation.

DISCUSSION:

Local agencies are required to submit applications for LTF and STA funds annually for approval by the MCTC. These applications describe the intended use of the funds for City Council approval after the State Controller has provided the final apportionment amounts. The LTF application will also be brought back to City Council for review and approval when carryover dollars are validated with MCTC after 2017/18 fiscal year end.

STA and LTF applications are prepared for funds apportioned to the City of Madera, by the MCTC based on population pursuant to the Transportation Development Act. Changes to these applications by the local agency can be made through an amended application at any time. The applications are prepared to reflect the proposed expenditures for the coming fiscal year.

LTF funds are programmed first for transit services to fund these services based on the annual needs assessment prepared by MCTC and operational needs determined by City staff. Bicycle and pedestrian facilities receive a mandatory 2% of the LTF funds and transportation planning receives a mandatory 3% of the LTF funds. The next priority for the LTF is for the local match for State and Federal funds, annual programs and projects, administration and street maintenance. Remaining funds are programmed for Council-approved street construction projects that are in the Capital Improvement Program (CIP) as well as appropriate administrative support costs. These projects are detailed in the CIP and were presented to Council in February of 2018.

The distribution of LTF funds in the application consist of the following:

Transit Services	\$ 415,092
Bike/Pedestrian Facilities	\$ 34,131
Transportation Planning	\$ 51,197
Transportation Improvement Projects	<u>\$1,206,134</u>
TOTAL	\$1,706,554

For the 2018/19 Fiscal Year, the annual programs and projects consist of engineering services for delivery of the Capital Improvement Program, transportation programming and administration. With the re-allocation of LTF funds, projects such as Lake Street Widening (R-46) have been pushed out to 2022/23. The budget for Union Pacific Rail Road (UPRR) crossings has also been reduced to balance the funds. Those projects are, unfortunately, subject to UPRR timelines that can be expedited on their part alone thus requiring use of funds that may not be contained in the budget. The Lake-Fourth-Central (R-57) roundabout has also slowed, due in part to budget limitations of the build out.

FINANCIAL IMPACT:

Staff is paying close attention to multiple capital improvement projects, transit capital outlay and transit operational programs that rely upon the same fiscal dollars. The projects currently approved in the 2018/19 CIP have a projected deficit of \$20,000. These projects are subject to an everchanging bid environment that may serve to increase or decrease the projected deficit. Staff is also reviewing alternate funding sources for major projects (Olive Ave/R-10) as LTF funds were re-allocated for capital purchases in 2018/19 and increased transit operational match.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

RESOLUTION NO. 18 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING APPLICATIONS FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION

WHEREAS, the Transportation Development Act (TDA), Local Transportation Funds (LTF) and State Transit Assistance (STA) funds are annually allocated by the Madera County Transportation Commission (MCTC) pursuant to the Transportation Development Act; and

WHEREAS, the City of Madera prepares applications outlining the intended uses for the LTF and STA funds each year and the applications may be amended as needed; and

WHEREAS, the LTF and STA fund applications for FISCAL YEAR 2018/19 that describe the intended uses of these funds have been submitted to the City Council for its review.

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 Fiscal Year 2018/19 Applications for Transportation Development Act Funds, Local Transportation Funds and State Transit Assistance Funds, as allocated to the City by the Madera County Transportation Commission, copies of which are on file with the office of the City Clerk and referred to for more particulars, are hereby approved.
3. The City Engineer is authorized to execute the applications and submit them to the Madera County Transportation Commission.
4. This resolution is effective immediately upon adoption.

* * * * *

MADERA COUNTY TRANSPORTATION COMMISSION
 Application for Transportation Development Act Funds - **Form A.1**
Local Transportation Fund (LTF)
 Fiscal Year 2018-19

Applicant Agency and Project Manager:

City of Madera, 205 W. Fourth Street, Madera, Ca 93637 - Keith B. Helmuth, City Engineer

This form is to be used when making an application to use TDA funds for Public Transportation Services, Transportation Planning Services, Pedestrian and Bicycle Facility Construction, and Street and Road Projects. All projects submitted must be included in the Regional Transportation Plan. MCTC is required to make a finding that "No unmet public transportation needs exist" in the county before this application can be approved.

FUNDING REQUEST:

Transportation Services, Section 99260 (Article 4):

1. Name of Service: _____		\$ _____
2. Name of Service: _____		\$ _____
TOTAL:		\$ _____ -

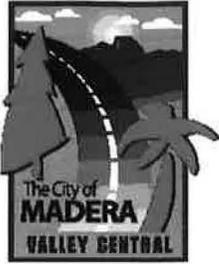
Transportation Services, Section 99400 (b,c,d) (Article 8):

1. Name of Service, Contractor:	MAX, Dial-A-Ride and Intermodal		\$ 415,092.00
2. Name of Service, Contractor:	_____		\$ _____
3. Name of Service, Contractor:	_____		\$ _____
4. Name of Service, Contractor:	_____		\$ _____
TOTAL:			\$ 415,092.00

Pedestrian and Bicycle Facilities, Section 99234 (Article 3):

Project Name, if applicable

1.	Misc Ped/Bike Facilities & FRT Proj		\$ 34,131.00
2.	_____		\$ _____
3.	_____		\$ _____
TOTAL:			\$ 34,131.00



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 6, 2018

AGENDA ITEM NUMBER B-5

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR AND/OR HIS/HER DESIGNEE TO EXECUTE AN AGREEMENT AND ANY RELATED AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF JUSTICE RELATED TO THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD

RECOMMENDATION:

Staff recommends Council adopt the attached resolution approving the grant award under the California Department of Justice (DOJ) Tobacco Law Enforcement Program.

DISCUSSION:

On February 2, 2018, the California Attorney General announced a new grant program to reduce the illegal sale of tobacco products, especially to minors. The \$30 million grant program, established and funded by the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop. 56), was made available to local law enforcement agencies throughout California. Approved by voters in 2016, Prop. 56 increased taxes on cigarettes and other tobacco products by \$2.00 starting in April 2017, bringing the total tobacco tax up to \$2.87 per pack, with equivalent increases on other tobacco products and electronic cigarettes containing nicotine. The revenues will support local law enforcement investigations intended to reduce the illegal sale of tobacco products to minors, augmented spending on health care for low-income Californians, tobacco-related disease research and other related purposes.

City of Madera Police Department in collaboration with the Grants Department submitted an application to DOJ for Prop 56 funds over a two-year period. Grant applications were assessed for their potential to improve enforcement of laws relating to the sale, marketing, and restrictions on the use of tobacco products. On April 19, 2018, Police Chief Dino Lawson was informed the application was successful.

FINANCIAL IMPACT:

Acceptance of the Tobacco Law Enforcement Program Award will provide \$68,102 over two fiscal years to support our community's law enforcement services related to tobacco enforcement. There is no match requirement for the funds.

VISION MADERA 2025 CONSISTENCY:

The Tobacco Law Enforcement Program grant supports the following Strategies and Actions.

Strategy 115 by seeking sufficient economic resources to provide adequate City services and prepare for future growth; and **Strategy 115.3** Seek and retain grants.

RESOLUTION NO. 18- _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY ADMINISTRATOR AND/OR HIS/HER DESIGNEE TO EXECUTE AN AGREEMENT AND ANY RELATED AMENDMENTS WITH THE CALIFORNIA DEPARTMENT OF JUSTICE RELATED TO THE TOBACCO LAW ENFORCEMENT GRANT PROGRAM AWARD

WHEREAS, the City of Madera Police Department (MPD) is responsible for the safety of the citizens of the community; and

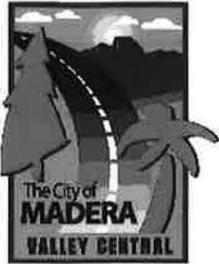
WHEREAS, the MPD expends considerable resources in its efforts to provide frontline law enforcement services to the community; and

WHEREAS, the MPD requires adequate resources in order to perform its responsibilities; and

WHEREAS, the California Department of Justice has awarded City \$68,102 through the Tobacco Law Enforcement Program.

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

1. The above recitals are true and correct.
2. The Grants Department is directed to accept the grant award in the amount of \$68,102.
3. The City Administrator and/or his/her designee, is hereby authorized to execute all documents required for the acceptance and implementation of grant award.
4. This resolution shall be effective immediately upon adoption.



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 6, 2018

AGENDA ITEM NUMBER B-6

APPROVED BY



GRANT ADMINISTRATOR



CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 2017-197 APPROVING THE CURRENT LEASE AGREEMENT WITH FIRST TRANSIT, INC. AND APPROVING A REVISED LEASE AGREEMENT WITH FIRST TRANSIT, INC. FOR USE OF OFFICE SPACE AT THE INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS

RECOMMENDATION:

Staff recommends Council rescind Resolution No. 2017-197 which approved the current lease agreement, and adopt the attached resolution approving a revised lease agreement with First Transit, Inc. for its office at the Intermodal Facility and authorizing the Mayor to execute all related documents.

DISCUSSION:

On December 20, 2017, Council approved a Resolution for execution on City's behalf of a lease agreement (Lease) with First Transit, Inc. pursuant to the existing Agreement for Management and Operations of Madera Transit Services (Agreement). The Lease was signed and executed by both parties, and forwarded to the Madera County Clerk-Recorder (Recorder) for recording. At Recorder's request, staff made a modification to the wording in Section 3: TERM, (removing use of "month-to-month" language) which enables the Lease to be recorded. The Lease term will remain January 1, 2017 through December 30, 2018; however, the Lease will not go month-to-month as previously identified. The Lease may be terminated by the City, should First Transit no longer serve as Contractor for Madera Transit Operating Services.

FINANCIAL IMPACT:

The negotiated lease requires the Lessee to pay all building, internal maintenance and utility costs to operate the office and bus dispatch. There is no expense to the City's General Fund. The lease will generate \$10,920, based on a rate of \$910/month per the agreement. The lease will not impact the General Fund because this activity falls exclusively within the transportation budgets.

VISION MADERA 2025 CONSISTENCY:

Approval of an extension to the lease agreement with First Transit, Inc. will most directly support the goals of **Strategy 121** by assisting with the development of citywide multi-modal transportation options to ensure safe, affordable, and convenient transportation modes for residents and businesses within Madera.

RESOLUTION NO. 2018-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, RESCINDING RESOLUTION NO. 2017-197 APPROVING THE CURRENT LEASE AGREEMENT WITH FIRST TRANSIT, INC. AND APPROVING A REVISED LEASE AGREEMENT WITH FIRST TRANSIT, INC. FOR USE OF OFFICE SPACE AT THE INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS

Whereas, First Transit, Inc. (First Transit) has agreed to continue to lease property located at the Madera Intermodal Facility in the City of Madera; and

Whereas, consistent with the terms of the transit service provider agreement, First Transit is required to occupy space at the City's intermodal facility to provide such services; and

Whereas, on December 20, 2017, the City Council approved a Resolution for execution on City's behalf of a lease agreement with First Transit, Inc. for use of the Intermodal Facility pursuant to the existing Agreement for Management and Operations of Madera Transit Services; and

Whereas, the County Recorder required a change in the Lease language as to the term of the Lease, to be able to record the Lease; and

Whereas, The City desires to rescind Resolution No. 2017-197 which approved the current lease agreement to modify wording that will allow the new Lease Agreement to be recorded by the Madera County Clerk-Recorder; and

Whereas, the City and First Transit have negotiated a revised Lease Agreement that is amenable to both parties.

THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, HEREBY FURTHER FINDS, ORDERS AND RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.
2. Resolution No. 2017-197 is hereby rescinded.
3. The revised Lease Agreement between the City of Madera and First Transit is approved. A copy of which is on file with the City Clerk's Office.
4. The Mayor of the City of Madera is authorized to execute the Lease Agreement on behalf of the City of Madera.
5. This resolution is effective immediately upon adoption.

Recorded at the Request of:

When Recorded Return to:

City of Madera
City Clerk's Office
205 W. 4th Street
Madera, CA 93637

(Fee waived per Section 27838 of the Government Code, no fee due, no document tax due)

LEASE AGREEMENT

THIS LEASE, made this _____ day of _____, _____, by and between the **City of Madera**, a municipal corporation ("Lessor"), and **First Transit, Inc.** ("Lessee").

WHEREAS, the Lessor is the owner of the Madera Intermodal Transportation Facility building located on a tract of land in Madera, California, at 123 North "E" Street.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Lessor and Lessee do hereby agree as follows:

1. DEFINITIONS

- a. Building. "Building" is defined as that certain building known as the Madera Intermodal Transportation Facility building consisting of one story and a total of approximately 2,840 square feet of floor space, located at 123 North "E" Street, in Madera, California, as shown on the attached Exhibits.
- b. Facility. "Facility" shall be defined as the area of 960 square feet within the Building reserved for the exclusive use of Lessee, and labeled Facility on the attached Exhibit 'A'.
- c. Common Area. "Common Area" shall be defined as a portion of the waiting area, restroom facilities and entryways of the Building located inside the Building and labeled Common Area on the attached Exhibit 'A'.
- d. Bus Parking Area. "Parking Area" shall be defined as the bus driveways and bus parking areas as outlined and labeled on the attached Exhibit 'B'.

2. FACILITY

The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein that certain part of the Building labeled Facility in Exhibit 'A', which is attached hereto and made a part hereof, situated in the City of Madera, County of Madera, State of California, containing approximately 960 square feet of Building Area, together with all improvements thereon and appurtenances thereto, excepting therefrom

the land upon which the Building and Facility are located; and subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers and patrons, of access to and from Facility over and across any part of Lessor's adjacent property which is not part of the Facility, for any purpose contemplated herein, including the Common Area, Galleria, and Bus Parking Area.

As part of the Facility, the Lessor shall provide one Motorola communication base station to Lessee. Said communication system shall be kept in the Facility at all times and maintained by the Lessor. The equipment model and serial number shall be inventoried each year and attached as Exhibit 'C' to this lease.

3. TERM

The term of this lease shall be 12 months, commencing January 1, 2018 concluding on December 31, 2018.

4. RENT

Lessee shall pay to Lessor as rent for use of the Facility equal monthly installments as indicated below payable on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate in writing as provided herein.

Rent through December 31, 2018 shall be at \$910 per month.

5. USE

During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as its only bus terminal for operation of the Madera Area Express and Madera Dial-A-Ride enterprises and for uses collateral thereto. The Lessee shall have the right of reasonable access to the Common Area, Galleria, and Bus Concourse Area during normal business hours for the life of this Lease. Other tenants in the "building" shall have reasonable access to the Common Area and Galleria.

Lessee shall not commit or permit any act or acts in or on the Facility or use the Facility or suffer it to be used in any manner which will cause a cancellation of any fire, liability, or other insurance policy covering the Building or any part thereof.

6. LESSOR'S WARRANTY OF TITLE

Lessor represents and warrants that:

- a. Lessor will be the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;

- b. The Building will remain free and clear of all encumbrances which could adversely affect Lessee's leasehold estate;
- c. The intended use of the Building for purposes stated herein is permitted by all applicable zoning laws and regulations; and
- d. The Building will comply with all applicable ordinances, regulations, zoning and other laws.

7. QUIET ENJOYMENT

Lessor covenants and agrees that so long as Lessee observes and performs all the agreements and covenants required of it hereunder, Lessee shall peaceably and quietly have, hold and enjoy the Facility for the Term without any encumbrances or hindrance by Lessor. If Lessee's use of the Facility is significantly limited, or denied, through rezoning, environmental impact edict, or other action of any public or quasi-public agency, this Lease, at the sole option of Lessee, shall terminate as of the effective date of such action and the rent applying to the unexpired portion of the Term will abate.

8. REPAIRS, MAINTENANCE AND UTILITIES

- a. Exterior of Building. Lessor shall provide and pay for day-to-day maintenance and repair of the exterior area of the Building, including but not limited to the exterior landscaping, bus concourse area, driveways, exterior roof, and exterior side walls.
- b. Facility. The Lessee shall provide, perform and pay for day-to-day maintenance, repair, and janitorial services for the Facility, as defined in Subsection 1.b. above. The Lessee shall pay the total cost of its telephone and communication services and its ProRataShare, as defined in Section 8d below, of the gas and electricity used at the Facility.
- c. Interior of Building. Except as provided in Subsections a. and b. above, the Lessor shall provide, perform, and pay all costs for maintenance, repairs, janitorial services, garbage and rubbish services, sewer, water, gas, electricity, maintenance and janitorial supplies, security costs, and all other public utility services for the Building during the term of this Lease, or any renewals thereof as provided herein; and Lessee shall, upon receipt of a proper accounting from Lessor, reimburse Lessor for said costs on a monthly basis its ProRataShare of said costs as determined by reference to Subsection d. below.
- d. ProRataShare Computation. Wherever in this Lease the Lessee agrees to provide, perform or pay its ProRataShare of services or costs, the Lessee shall provide, perform or pay a percentage of the total of said services or costs, as determined by this subsection and defined herein as "ProRataShare".

For the purpose of this Lease:

The "Interior Area" shall mean the total square footage of leasable floor space in the interior of Section 'A' of the Building. Such square footage is determined to be 1120 square feet.

The "Facility Area" shall mean the square footage of the Facility equaling 960 square feet.

The "ProRataShare" hereby defined, shall be the ratio of the Facility Area to the Interior Area where the area designated as "Taxi" in Exhibit 'A' is in use by someone other than Lessee. The "ProRataShare" shall include the costs of such services for the entire Interior Area where the area indicated as "Taxi" on Exhibit 'A' is not in use by anyone.

9. ALTERATIONS AND IMPROVEMENTS

Lessee shall have the right to make alterations and improvements to the Facility subject to the following terms and conditions:

- a. No alterations or improvements made by Lessee shall in any way impair the structural stability of the Building or diminish the value of the property;
- b. All alterations or improvements shall be first approved in writing by the Lessor, but said approval shall not be unreasonably withheld by Lessor;
- c. Lessee shall keep the Facility and every part of the Building free and clear of any mechanic's liens or materialmen's liens arising out of the construction of any such alterations or improvements.
- d. All alterations and improvements made to the Facility shall become the property of the Lessor and shall remain on and be surrendered with the Facility at the expiration or sooner termination of this lease or any renewal or extension of this lease.
- e. Lessee's personal property and its trade fixtures, including machinery, equipment, and furnishings, shall remain the property of Lessee and may be removed by Lessee. Any personal property, trade fixtures, or equipment not removed by Lessee within thirty (30) days after the termination of this Lease or any extension thereof, shall automatically become the property of the Lessor. Lessee shall repair any damage to the Facility or Building caused by Lessee's removal of its personal property, trade fixtures, or equipment, but Lessee shall have no obligation to remove such items from the Facility or Building at any time.

10. MECHANIC'S LIENS

The Lessor and Lessee agree to keep the Building free from any and all claims of persons or firms or corporations who, at the request of Lessor or Lessee or their employees or contractor, furnish labor or materials to or for the

benefit of the Building and Lessor and Lessee further agree to hold each other harmless from any and all claims.

11. DAMAGE/DESTRUCTION

If the Facility or Building is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility or Building to a good tenable condition. All rent shall wholly abate in case the entire Facility or Building is untenable, or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Facility and Building is restored to a tenable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond lessor's reasonable control. If (i), Lessor shall not commence such repair or restoration within thirty (30) days the "Deadline Date" after such damage or destruction shall occur or (ii), it is determined that repair or restoration will require more than one hundred twenty (120) days to complete, Lessee may after, in the case of (i), the Deadline Date, or (ii), the date of the occurrence of the casualty, at its option, terminate this Lease by sending the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

Notwithstanding any other provisions of this section, Lessee shall be responsible for repair and restoration of Lessee's trade fixtures and personal property located in or on the Building or Facility in the event of damage or destruction of said property.

12. INSURANCE

Without limiting Lessee's indemnification of Lessor, and prior to Lessee's operation and use of the Building, Lessee shall obtain, provide, and continuously maintain at its own expense during the term of the Lease policies of insurance of the type and amounts described below and in form satisfactory to the Lessor.

Minimum Scope and Limits of Insurance

Lessee shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.

- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Lessee arising out of or in connection with operations conducted at the Leased Building, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the Lessor and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Lessee shall submit to the Lessor, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the Lessor, its officers, agents, employees, and volunteers.
- Property insurance against all risks of loss to any Lessee improvements or betterments. Policy should be for full replacement cost with no coinsurance penalty provision.

Maintenance of Coverage

Lessee 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 Lessee, his agents, representatives, or employees as specified in this Agreement.

Proof of Insurance

Lessee shall provide to the Lessor certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the Lessor prior to commencement of performance. Current evidence of insurance shall be kept on file with the Lessor at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the Lessor, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Lessee, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Lessee hereby waives its own right of recovery against the Lessor.

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If Lessee maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Lessee.

Notice of Cancellation

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

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the Lessor. The Lessor reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Lessor's Risk Manager.

Timely Notice of Claims

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

Additional Insurance

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

13. SIGNS

Any and all signs or advertisements of any nature extending into, on, or located over the Building, Facility, or Bus Concourse Area, shall conform to all City of Madera, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by

Lessor shall not be unreasonably withheld as to location, graphics type, content, architectural or engineering standards.

14. TAXES

The terms of this Lease may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this Lease, the private party may be subjected to payment of personal property taxes levied on such interest. Lessee shall be responsible for the payment of, and shall pay before they become delinquent, all taxes, including possessory interest taxes, if any, assessments and fees assessed or levied upon Lessee or the Facility, or any interest therein, including, but not limited to, buildings, structures, fixtures, equipment or other property installed, or constructed thereon. Lessee further agrees not to allow such taxes, assessments or fees to become delinquent and as such to become a lien against the Building or Facility or any improvement thereto. Nothing herein contained shall be deemed to prevent or prohibit Lessee from contesting the validity or amount of any such tax, assessment or fee in the manner authorized by law.

The obligation to make any payments pursuant to this Section shall survive the expiration of the term of this Lease, provided Lessee's obligation arose out of or is equitably allocable to the period covered by this Lease.

Unless otherwise provided by this Section, the Lessee shall pay the Lessor its ProRataShare, as defined in Section 8.d. above, of any other taxes, assessments, or fees, which the Lessor may become obligated to pay in connection with the ownership or maintenance of the Building.

15. VENDING

Lessor shall have the right to place vending machines and lockers within the Common Area and be entitled to all income derived therefrom.

16. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, without the prior written consent of Lessor. Neither shall Lessee sublet the Facility or any part thereof, or allow any persons, other than Lessee's agents and servants, to occupy or use the Facility or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrances, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation or law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

The consent of Lessor to any assignment of Lessee's interest in this lease or the subletting by Lessee of the Facility shall not be unreasonably withheld or delayed.

Notwithstanding anything to the contrary as set forth above, Lessee may, without Lessor's consent, assign or sublease all or a portion of the Facility, a subsidiary, affiliate or parent company of Lessee or any subsequent purchaser of Lessee. Any permitted assignment or sublease shall not relieve the Lessee from any obligations set forth herein.

17. PUBLIC ACCESS

The public shall have access during normal business hours of Lessee to the Facility by way of the Common Area and Galleria identified on Exhibit 'A'.

18. TERMINATION OF LEASE

- a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on thirty (30) days prior written notice.
- b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this lease prior to expiration of the term or renewed or extended term hereof as follows:
 - i. If the Lessee is in default or breach of this lease, as specified in Section 22 of this lease or as otherwise provided by law; or
 - ii. If the Lessee assigns or sublets the Facility without the prior written consent of Lessor, as specified in Section 18 of this lease.
 - iii. If the Lessee no longer serves as the Contractor of the Agreement for Management and Operation of Madera Transit Services.

19. COMPLIANCE WITH LAWS

During the term of this Lease and any renewals hereof, Lessee shall promptly execute and comply with all Federal, State, County, and State statutes, ordinances, regulations, laws, or other requirements applicable to the occupancy of the Facility, and the operation of the Building as a Multi-purpose Transportation Facility.

20. DEFAULT/REMEDIES

Lessee:

The occurrence of any one or more of the following events constitutes a material default and breach of this Lease by Lessee:

- a. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the failure continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee.
- b. The failure by Lessee to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Lessee, other than those described in Subsection a. above, where the failure continues for a period of thirty (30) days after notice thereof from Lessor to Lessee; provided, however, that if the nature of Lessee's default is such that more than thirty (30) days are reasonably required for its cure, then Lessee shall not be deemed in default if Lessee commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- c. The making of Lessee of any general assignment, or general arrangement for the benefit of creditors.
- d. The filing by Lessee of a voluntary petition to have Lessee adjudged a bankrupt.
- e. The judicial declaration of Lessee as bankrupt and the lack of dismissal of such proceeding within sixty (60) days.
- f. The appointment of a trustee or receiver to take possession of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if possession is not restored within sixty (60) days.
- g. The attachment, execution or other judicial seizure of substantially all Lessee's assets located at the Facility or of Lessee's interest in this Lease, if the seizure is not discharged within sixty (60) days.

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate if same is not dismissed within sixty (60) days.

If Lessee breaches this Lease or is in default and fails to cure within applicable cure periods, as provided above, the Lessor may terminate this Lease upon written notice as provided herein. On such termination, the Lessor may recover from Lessee:

- (i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award

- exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided.
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and
 - (iv) The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the statutory rate. The worth at the time of award of the amount referred to in Paragraph (iii) of this subsection is computed by discounting such amount at the statutory rate of interest.

Even though Lessee breaches this Lease or is in default, as provided above, this Lease continues in effect for so long as the Lessor does not terminate Lessee's right of possession; and the Lessor may enforce all its rights and remedies under this Lease, including the right to recover the rent as it becomes due under this Lease, unless the breach by Lessee constitutes a breach and abandonment of the Lease, in which case the Lessor may enforce all its rights and remedies except its right to recover rent as it becomes due.

For the purposes of this Lease, acts of maintenance or preservation or efforts to relet the Facility do not constitute a termination of Lessee's right to possession.

The rights of the Lessor under this Lease shall be cumulative to all other rights or remedies now or hereafter given to Lessor by law. Nothing in this Lease affects the right of the Lessor to equitable relief where such relief is appropriate.

Nothing in this Lease affects the rights of the parties under statutory provisions relating to actions for unlawful detainer, forcible entry, and forcible detainer. If Lessor brings an action in unlawful detainer, and possession of the property is no longer an issue because possession of the property is delivered to Lessor before trial or, if there is no trial, before judgment is entered, unless Lessor amends the complaint to state a claim for damages not recoverable in the unlawful detainer proceeding, the bringing of an unlawful detainer proceeding, the bringing of an unlawful detainer, forcible entry, or forcible detainer action as described hereinabove does not affect Lessor's right to bring a separate action for relief on termination, or in equity; but no relief shall be requested and no damages shall be recovered in the subsequent action for any detriment for which claim for damages was made and determined on the merits in the previous action.

Efforts by the Lessor to mitigate the damages caused by Lessee's breach of this Lease do not waive the Lessor's right to recover damages under this Section.

Nothing in this Section affects the right of the Lessor to indemnification for liability arising prior to the termination of this lease for personal injuries or property damage as provided in Section 29 of this Lease.

21. DEFAULT REMEDIES

Lessor:

Lessor shall not be in default unless Lessor fails to perform obligations required of it within a reasonable time, but in no event later than thirty (30) days after written notice by Lessee to Lessor; provided that if the nature of Lessor's obligation is such that more than thirty (30) days are reasonably required for performance, then Lessor shall not be in default, if Lessor commences performance within the thirty (30) day period and thereafter diligently completes performance.

If Lessor defaults in the performance of any of the obligations or conditions required to be performed by Lessor under this Lease, Lessee may, after giving notice as provided above, either cure the default and deduct the cost thereof from rent subsequently becoming due hereunder, or elect to terminate this Lease upon giving thirty (30) days' written notice to Lessor of its intentions to do so. In that event, this Lease shall terminate upon the date specified in the notice, unless Lessor has meanwhile cured the default. Lessee may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

22. CONDEMNATION

If all of the Building or a substantial portion thereof is taken under the power of eminent domain, sold under the threat of the exercise of said power, or disposed of to satisfy Federal requirements (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first.

If any other taking adversely substantially affects lessee's use of the Facility, then Lessee may elect to terminate this Lease as of the date the condemning authority takes possession. Lessee's election to terminate shall be made in writing thirty (30) days after Lessor has given Lessee written notice of the taking (or in the absence of such notice within thirty (30) days after the condemning authority has taken possession). If Lessee does not terminate this Lease in accordance with this paragraph, this Lease shall remain in full force and effect as to the portion of the Facility remaining, except that rent shall be reduced in the proportion that the area taken diminishes the value and use of the Facility to Lessee. In addition, Lessor, at its expense, shall promptly repair any damage

to the Facility caused by condemnation and restore the remainder of the Facility to the reasonable satisfaction of Lessee.

Any award or payment made upon condemnation of all or any part of the Facility shall be the property of Lessor, whether such award or payment is made as compensation for the taking of the fee or as severance damages; provided Lessee shall be entitled to the portion of any such award or payment for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, or for its loss of the leasehold interest herein created; or for its reasonable relocation and moving expenses.

Lessor shall give notice to Lessee within five (5) days after receipt of notification from any condemning authority of its intention to take all or a portion of the Facility.

Notwithstanding anything, expressed or implied, to the contrary contained in this lease, Lessee, at its own expense, may in good faith contest any such award for loss of or damage to Lessee's trade fixtures, removable personal property, and additions, alterations and improvements made to the Facility by Lessee, and for its loss of the leasehold interest herein created.

23. SEVERABILITY; CHOICE OF LAW

No waiver of any breach of any covenant, condition or stipulation hereunder shall be taken to be a waiver of any succeeding breach of the same covenant, condition or stipulation. In the event of default, either party may also pursue those remedies available to it under the laws or judicial decisions of the State of California.

24. BINDING EFFECT

This Lease shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns.

25. ASSUMPTION BY NEW OWNER

If the City of Madera transfers any interest in the Facility to any other party or entity, this Lease shall remain in full force and effect, with the new owner assuming the role of Lessor with all the rights and duties specified in this Lease.

26. SURRENDER

Lessee agrees to take good care of the Facility and to commit no waste, and suffer no injury to be done to the same, and to return the possession of the same to Lessor at the expiration of the term, or earlier termination as provided herein, in as good condition as at the commencement of this Lease, normal wear and tear, Lessor's repair obligations, unavoidable accidents and damage by casualty or condemnation excepted.

If Lessee fails to surrender the Facility upon the expiration or termination of this Lease, Lessee shall indemnify and hold the Lessor harmless from all liability and expense resulting from the delay or failure to surrender, including without limitation, claims made by any succeeding tenant founded on or resulting from Lessee's failure to surrender.

27. INDEMNITY

Lessee shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Lessee's performance of its obligations under this agreement or out of the operations conducted by Lessee, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Lessee's performance of this agreement, the Lessee shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

28. COVENANTS AGAINST DISCRIMINATION

The Lessee agrees for itself, its heirs, executors, administrators and assigns, and all persons claiming under or through them, that any leases, covenants or agreements shall contain the following covenants:

"There shall be no discrimination against or segregation of any person or group of persons on account of race, color, creed, national origin, religion, sex, marital status or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, lessees, sublessees, subtenants or vendees in the Facility herein leased".

29. NOTICES

All notices and other communications contemplated shall be in writing and shall be deemed given when personally delivered or received by mail, and shall be personally delivered or mailed by certified mail, return receipt requested, with postage and fees paid, as follows:

Lessor:

City of Madera
c/o City Administrator
205 W. 4th Street
Madera, CA 93637

Lessee: First Transit, Inc.
600 Vine Street
Suite 1400
Cincinnati, Ohio 45202

30. ENTIRE AGREEMENT

All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

31. TAXES, UTILITIES AND MECHANIC'S LIENS

Notwithstanding anything expressed or implied to the contrary contained in this Lease, Lessee, at its own expense, may in good faith contest charges for taxes or utilities or mechanic's lien claim and, in the event of such contest, may permit the items contested to remain unpaid during the period of the contest and any appeal therefrom; provided that such nonpayment shall not be permitted to cause a loss or forfeiture of any part of the Building. Lessor shall render to Lessee all assistance reasonably possible in contesting such charges including joining in and signing any protest or pleadings which Lessee deems advisable to file. Should any refund be made of any charges paid by Lessee, the amount of such refund shall belong to and be paid to Lessee.

32. MISCELLANEOUS

32.1 Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms "Lessor" and "Lessee" shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Lessor and Lessee.

32.2 Attorney's Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to his reasonable attorney's fees to be paid by losing party as fixed by the court.

32.3 Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

32.4 Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of Lessor and Lessee.

32.5 Time of the Essence. Time and specific performance are each of the essence of this Lease.

32.6. Books & Records. Lessee shall have the right at all reasonable times to review the Lessor's books, accounting, and other records with respect to the operation, maintenance, repair, and utility costs, to determine and verify such costs and Lessee's ProRataShare thereof, including insurance and taxes set forth in Sections 12 and 16 herein. Lessor must maintain such books and records for a period of at least two (2) years following the calendar month in which said costs were incurred.

32.7 The venue for any action brought by Lessor or Lessee in connection with this Lease is the County of Madera.

33. SUBORDINATION

Lessor shall have the right, at any time or times during the term of this Lease, to mortgage Lessor's interest in the Facility for any purposes, and Lessee will, if requested by the lender, subordinate its interest in the Facility to the lien of lender's mortgage or trust deed, provided the lender agrees in writing, in recordable form, not to disturb Lessee's possession of the Facility under this Lease, so long as Lessee is not in default of any of the terms, conditions, and covenants of this Lease, and to accept the performance by Lessee of its covenants and obligations hereunder if such mortgage shall be foreclosed (hereinafter referred to as "non-disturbance agreement").

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

ATTEST:

CITY OF MADERA
a Municipal Corporation

By: _____
Sonia Alvarez
City Clerk

By: _____
Andrew J. Medellin
Mayor

FIRST TRANSIT, INC.

APPROVED AS TO FORM:

Brent Richardson
City Attorney

By: _____
Title: _____

(Tax Payer I.D. Number)

EXHIBIT "A"
MADERA INTERMODAL
TRANSPORTATION FACILITY BUILDING

SECTION "A"

SECTION "B"

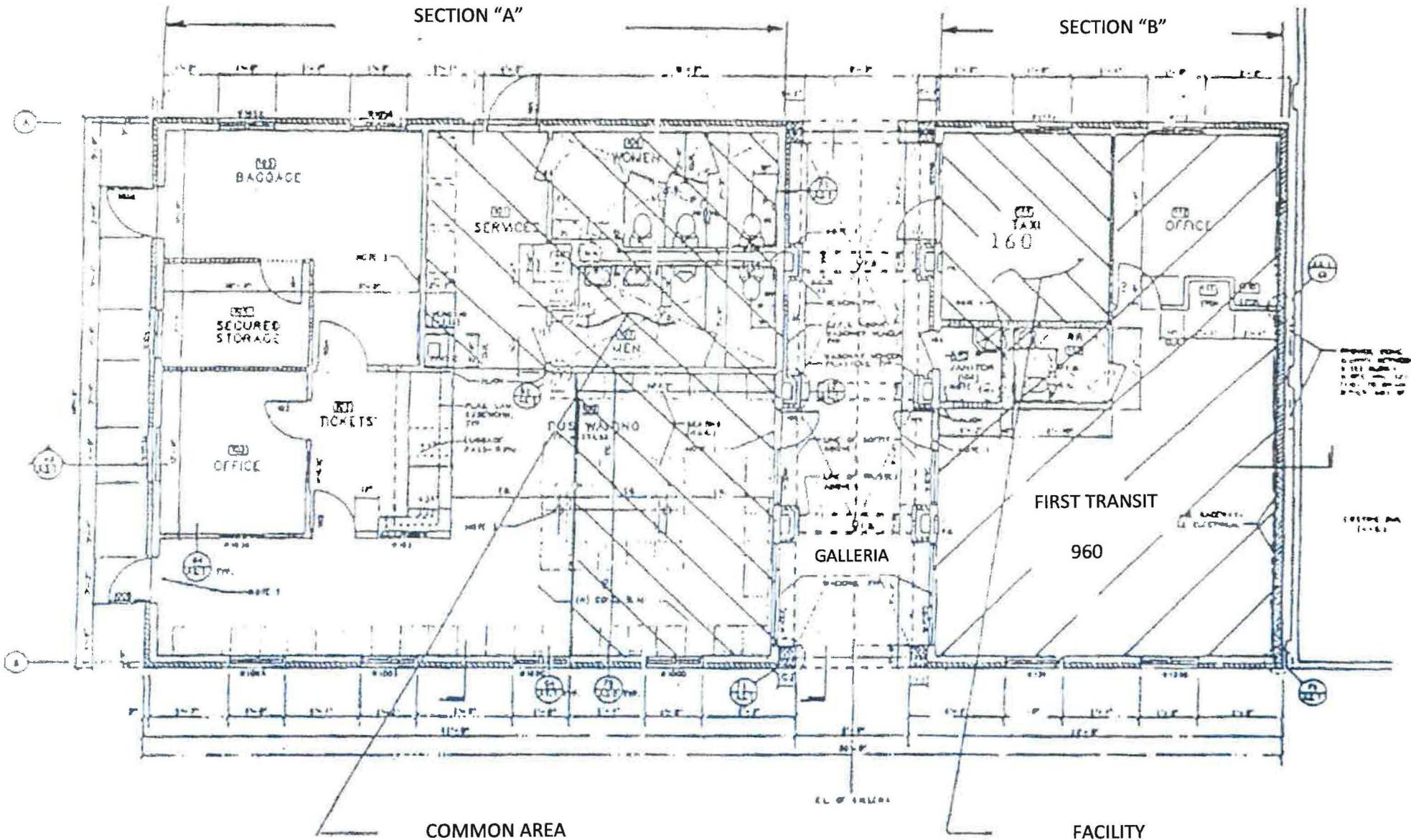
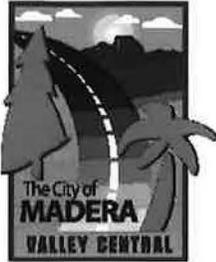


EXHIBIT "C"

Equipment

The City of Madera provides one communication base station for dispatching purposes. This equipment is maintained by the City of Madera and housed in the Intermodal Facility at all times.

1. Motorola base station, Serial # 922TGC3180, Model #M50KQC9AAIAN



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF June 6, 2018

AGENDA ITEM NUMBER B-7

APPROVED BY

Jutta Sabets
GRANT ADMINISTRATOR

Steve Fromler
CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A MEMORANDUM OF EXTENSION AGREEMENT FOR MANAGEMENT AND OPERATION OF MADERA TRANSIT SERVICE WITH FIRST TRANSIT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE EXTENSION

RECOMMENDATION:

Staff recommends that Council approve a resolution authorizing a month-to-month extension of the Agreement for Management and Operations of Madera Transit Services with First Transit, Inc. under the current terms and conditions, not to exceed six-months.

DISCUSSION:

The City has maintained a three-year contract with First Transit to operate the Madera Area Express (MAX) system since August 6, 2014. Upon expiration of the original three-year term, the Agreement outlines that each party may extend the term for an additional two (2) one-year periods, upon mutual written consent. Upon completion of the full term of the Agreement, the parties may extend the term of the Agreement on a month-to-month basis up to a maximum of six months, which provides an option to ultimately extend the Agreement through December 31, 2019, should both parties agree.

In July 2017, City Council approved the first of two-one-year extensions, which ends June 30, 2018. Rather than request the second extension, staff are recommending moving forward with a new Request for Proposals (RFP). To ensure time to complete the RFP process, additional time under the current Agreement is required.

FISCAL IMPACT:

There is no impact on the General Fund as transit operations are funded with a combination of state, federal and local funds as well as transit fares.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

The proposed resolution directly addresses components of the following Vision Madera goals:

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

RESOLUTION No. 18-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF
EXTENSION AGREEMENT FOR MANAGEMENT AND
OPERATION OF MADERA TRANSIT SERVICE WITH FIRST
TRANSIT, INC. AND AUTHORIZING THE MAYOR TO EXECUTE
ALL DOCUMENTS NECESSARY TO EFFECTUATE THE
EXTENSION**

WHEREAS, the City of Madera ("City") provides the Madera Transit System for fixed route and demand response services to City and County residents; and

WHEREAS, First Transit, Inc. ("First Transit") is a recognized national provider of transit services; and

WHEREAS, First Transit, under Agreement with the City, has provided transit services to local residents for the 36 months from July 1, 2014 through June 30, 2017 with an option for two, one-year extensions and a month-to-month extension not to exceed six months; and

WHEREAS, the City and First Transit desire to execute the month-to-month extension option to provide transit services to the City and County of Madera beginning July 1, 2018 and not to exceed six months.

**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 Memorandum of Extension of Agreement for the Agreement with First Transit, Inc. for Dial-a-Ride and Fixed Route Service, 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 Memorandum of Extension of Agreement on behalf of the City.
4. This resolution is effective immediately.

Agreement for Management and Operation of Madera Transit Services
MEMORANDUM OF EXTENSION OF AGREEMENT

WHEREAS, the City of Madera and First Transit, Inc. entered into an Agreement for Management and Operation of Madera Transit Services (the "Agreement") on August 6, 2014, for the provision of fixed route and dial-a-ride services in the City of Madera; and

WHEREAS, Section 1 of the Agreement provides for a three-year term through June of 2017 with two optional one-year extensions thereafter upon written agreement of the parties and additionally the option to extend on a month-to-month basis for a maximum of six months; and

WHEREAS, parties to the Agreement entered into the first of the optional one-year extension through June 30, 2018; and

WHEREAS, parties to the Agreement concur to enter into the month-to-month extension not to exceed six-months.

NOW THEREFORE, the parties hereby agree to:

1. Extend the Agreement on a month-to-month basis beginning July 1, 2018 and not to exceed six months or December 31, 2018 pursuant to Section 1 of the Agreement.
2. Pursuant to the terms of the Agreement, the parties concur that a 2.1% increase in applicable compensation under the Agreement shall be in effect for the duration of the extension based on Consumer Price Index as of May 2018.
3. For the duration of the extension, at least 10 days prior to the end of each monthly extension provided for in this Memorandum of Extension, the City of Madera shall provide notice to First Transit in writing of its desire to extend the Agreement for the following month.

CITY OF MADERA

Dated: _____

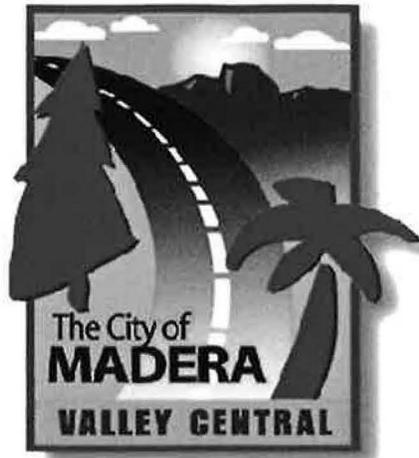
By: _____

FIRST TRANSIT, INC.

Dated: _____

By: _____

Its: _____



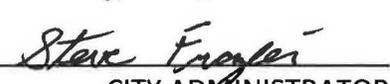
REPORT TO CITY COUNCIL

MEETING DATE: June 6, 2018

AGENDA ITEM NUMBER: B-8

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Consideration of a Resolution Approving Amendment No. 1 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City.

RECOMMENDATION:

It is recommended that Council adopt the Resolution approving the Amendment to the Agreement with Stantec Consulting Services, Inc. (Stantec) for engineering services at the City's Wastewater Treatment Plant (WWTP) for the design drawings and specifications of Supply Well No. 3; and for ongoing construction management, inspection services and as-built drawings through the completion of WWTP Rehabilitation Project.

SUMMARY:

The City entered into an Agreement with Stantec in February 2017 for the design and preparation of bid documents for a series of major maintenance projects to be undertaken at the Wastewater Treatment Plant beginning in FY 2017/2018. With changes to the scope of work as the project has progressed, Stantec has presented staff with two change orders, incorporated as Amendment No. 1 to the original Agreement, as Exhibits C and D. Staff considers the proposal and fee for services as acceptable and within funds currently appropriated for this project.

DISCUSSION:

Change Order No. 1

As Stantec began the review and testing of components at the WWTP, they identified deficiencies in the Plant's Well No. 1. They determined that it was critical to drill a backup well as part of the WWTP Rehabilitation Project. This item was not previously anticipated and therefore was not included in the original scope. As a result, Stantec presented staff with Change Order No. 1 (Exhibit C) in the amount of \$96,000 for the additional engineering services associated with the change in scope. Because the work

specified in Change Order No. 1 was identified as being critical to maintaining core operations at the treatment plant, Stantec was given approval to move forward with the additional design services last summer. The well project was subsequently bid, separately from other WWTP improvement, and a contract awarded in October 2017 to Nor-Cal Pump & Well Drilling, Inc. The new supply well was completed in January 2018. By designing and bidding this project separately, the City was able to get a licensed well driller who could mobilize quickly and prepare the supply well prior to the bidding of the Rehabilitation Project. The incorporation of Change Order No. 1 into the Contract Amendment currently under consideration will allow the City to formally recognize the work already completed by the consultant. No adjustment to the budget is required in conjunction with this change.

Change Order No. 2

Stantec completed the design and bid documents for the WWTP Rehabilitation Project earlier this year. Staff advertised the project in February 2018, with a bid opening of April 3, 2018. The contract was awarded by Council to Cushman Contracting Corporation, with construction expected to begin in June 2018. In order to provide ongoing engineering services through the completion of the project, Stantec has proposed Change Order No. 2 (Exhibit D) in the amount of \$68,000. This will include construction support, specialized inspections throughout the project, assistance with any contractor change orders that may arise and the preparation of as-built record drawings. Additionally, as part of Change Order No. 2, Stantec has proposed to extend the term of the original Agreement from June 30, 2018, to December 31, 2019. Though longer than a standard contract extension, this 18 months will allow sufficient time for Stantec to continue providing services through the estimated completion of the Rehabilitation Project.

FINANCIAL IMPACT:

The total cost for the requested additional engineering services is \$164,000. Change Order No. 1 is for \$96,000; these expenses are already appropriated in the FY 17/18 Sewer Fund, WWTP Contracted Services budget. Change Order No. 2 is for \$68,000; these expenses are included in the appropriation for the WWTP Rehabilitation Project within the Sewer Fund, Capital Outlay for FY 17/18.

Approval of the Amendment will have no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AMENDMENT NO.
1 TO THE AGREEMENT WITH STANTEC CONSULTING
SERVICES, INC. FOR PROFESSIONAL ENGINEERING
SERVICES FOR WASTEWATER TREATMENT PLANT
MAINTENANCE PROJECTS AND AUTHORIZING THE
MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE
CITY**

WHEREAS, the City of Madera (City) and Stantec Consulting Services, Inc. (Stantec) entered into an agreement dated February 1, 2017, for professional engineering services related to essential repairs of the City's Wastewater Treatment Plant; and

WHEREAS, Stantec has submitted Amendment No. 1 in response to the City's request to adjust the scope of the project as described therein; and

WHEREAS, the City and Stantec have agreed to amend the Agreement to provide these engineering services as outlined in Exhibits C and D; and

WHEREAS, adequate funds are available in the FY 2017/2018 Sewer Fund, WWTP Contracted Services and Capital Outlay budget for these additional costs.

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

1. The above recitals are true and correct.
2. Amendment No. 1 to the Agreement for Professional Engineering Services with Stantec, a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Amendment on behalf of the City.
4. This resolution is effective immediately upon adoption.

**FIRST AMENDMENT TO PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER
TREATMENT PLANT MAINTENANCE PROJECTS AGREEMENT**

The First Amendment to the Agreement titled "Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects," dated February 1, 2017, made and entered into this 6th day of June 2018, between the City of Madera, hereinafter called "City," and Stantec Consulting Services, Inc. hereinafter called "Engineer";

In consideration of the recital listed above and the mutual obligations of the parties herein, City and Engineer agree that the Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects dated February 1, 2017, shall be amended as follows:

1. *Addition of Exhibit C: Statement of Work, Change Order No. 1.*
2. *Addition of Exhibit D: Statement of Work, Change Order No. 2.*
3. All other provisions shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto caused this First Amendment to the Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects Agreement to be executed as of the day and year above written.

* * * * *

CITY OF MADERA
A municipal Corporation of
the State of California

ENGINEER
Steven L. Beck, PE
Principal-in-Charge
Stantec Consulting Services, Inc.

By: _____
Andrew J. Medellin, Mayor

By:  _____
Steven L. Beck

ATTEST

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

By: _____
Joel Brent Richardson, City Attorney

Exhibit C

Statement of Work, Change Order #1



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # Change Order No. 1 Date 1 August 2017

"STANTEC" STANTEC CONSULTING SERVICES INC.
STANTEC Project # 184030591
3875 Atherton Road, Rocklin, CA 95765
Ph: (916) 773-8100 Fx: (916) 773-8448
email: steven.beck@stantec.com

CLIENT CITY OF MADERA
Client Project # Client Proj. No.
1030 S. Gateway Drive, Madera, CA 93637
Ph: (559) 661-5461 Fx:
email: drandall@cityofmadera.com

Project Name and Location: Engineering Design Services for the City of Madera WWTP Phase 1 Rehabilitation Project

In accordance with the original Professional Services Agreement dated 1 February 2017 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Total fees this Change Order	\$	96,000.00
Original agreement amount	\$	197,000.00
Change Order Number _____	\$	-
Change Order Number _____	\$	-
Change Order Number _____	\$	-
Change Order Number _____	\$	-
Total Agreement	\$	293,000.00

Effect on Schedule: Estimated completion in September 2018 incorporate Exhibit "C" into the Professional Services Agreement.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF MADERA

Steven L. Beck, Principal
Print Name and Title
Signature Steven L. Beck
Date Signed: August 1, 2017

David Randall, Public Works Director
Print Name and Title
Signature David Randall
Date Signed: 9-25-17



Stantec Consulting Services Inc.
3875 Atherton Road, Rocklin CA 95765-3716

JULY 31,2017

File: 184030591

Attention: Humberto Molina and David Randall

City of Madera
1030 S. Gateway Dr.
Madera, CA 93637

**Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 1**

Mr. Molina and Randall,

Stantec is submitting this proposal for Change Order No. 1 for the Madera Wastewater Treatment Plant (WWTP) Rehabilitation Project.

Background

The Madera WWTP Rehabilitation Project currently includes improvements to the primary clarifiers, primary sludge and scum pump gallery, primary effluent pump station wetwell, and anaerobic digester facilities.

Stantec provided several site inspections and prepared 90% design drawings and specifications for the above listed project components. After review of the plant water Well No. 1 CCTV, it was determined that the well cannot be repaired and a replacement well is required for backup to the only functioning plant water well, which is critical to the operation of the WWTP. Stantec received authorization to redirect budget to provide test well drilling oversite, sample collection for grain analysis, and prepare production well design documents. Due to the critical nature of the backup well, it was determined that providing the plant water supply well into the same contract as the above Rehabilitation Project components would be beneficial to the City. As such, the below listed tasks will allow Stantec to provide bid documents within the Rehabilitation Project for the mechanical components associated with the supply well (including the design of the new pump, hydropneumatic tank, piping, and instrumentation/electrical work). The well drilling design is complete and will be bid separately, to ensure the pit is available for the Rehabilitation Project contractor. The simultaneous well drilling bid will allow for a qualified C-57 licensed well driller to be mobilized quickly.

The services to be provided in this change order will include the design and construction support services relative to implementation of the recommended Supply Well No. 3. We have also included additional services needed to investigate the centrifuge drain limitations and design the centrate drain repair.

Design with community in mind



July 31, 2017
Mr. Molina and Randall
Page 2 of 5

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 1

Task 1 - Project Management and Meetings

Stantec will provide project management and administration services during design which includes the monitoring and control of budget for each major task of work.

Task 2 – Preliminary Design of Centrate Drain Line

Stantec will use CCTV data, provided by the City, to investigate the centrate drain piping limitations and determine if reusing the existing 12-inch corrugated metal pipe (either by slip lining it or repairing it) is possible. If rehabilitation of the line is determined to be unpractical, the recommendation for a new pipe alignment will be provided. Stantec will also investigate the required capacity of the line and calculate the current available capacity based on available record drawing invert elevations.

Task 3 – Prepare Design Drawings and Specifications for New Well and Centrate Drain

Stantec will produce drawings and specifications for drilling the plant water Well No. 3, including the new well casing, well screen, well filter pack, and sanitary seal. This will be separate from the Rehabilitation Project documents, to allow for a licensed C-57 drilling contractor to mobilize quickly.

Simultaneous to the bidding and drilling of Well No. 3, Stantec will produce drawings and specifications for the plant water production Well No. 3 associated equipment, including the new vertical turbine pump with electric motor, 8-inch pump discharge piping from the new Well No. 3 pump station to the existing Well No. 2 tie-in point, and a new hydropneumatic tank for the plant water system. The design will also include new electrical and instrumentation for the control of the well pump and tank. In addition to Well No. 3 production well and wellhead design, the results of Task 2 (new or rehabilitated centrate drain line) will be incorporated into the design drawings and specifications. The well and centrate drain design drawings and specifications will be incorporated into the WWTP Rehabilitation Project set and will include general, civil, mechanical, electrical and instrumentation drawings. At the approximate 90 percent completion stage, the well and drain drawing and specifications will be delivered to the City for review and comment. Review comments from the City and Stantec's internal QA/QC review will be incorporated into the final drawings and specifications.



July 31, 2017
Mr. Molina and Randall
Page 3 of 5

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 1

Task 4 – Well Drilling Bidding Services

Stantec will assist the City in obtaining bids for the completion of the production well. Stantec will prepare for and attend one pre-bid meeting and respond to Contractor questions and prepare addenda, as necessary, during the bid period. Following the bid period Stantec will review all bids and provide a recommendation to the City for award. We have assumed that one additional in person meeting will be necessary to discuss the bids.

Task 5 – Additional Bidding Services

Bidding services is provided under the original scope of work and this change order will add additional time to respond to questions from bidders and prepare addenda items in relation to the centrate drain piping and new plant water Well No. 3.

Task 6 – Engineering Services During Construction

Engineering services includes responding to contractor RFIs, reviewing contractor submittals, and assisting in change orders, associated with the new Well No. 3 and centrate drain line. In addition, the following well specific construction activities will be provided, as defined in the subtasks below.

Task 6.1 - Well Construction Monitoring

During the well construction phase of the project, Stantec will prepare for and attend one pre-construction meeting and provide permitting assistance to the City. Prior to drilling, Stantec will inspect the well materials for general conformance with the well design and abbreviated technical specifications. Once the materials have been delivered and reviewed drilling will commence. Stantec will be in communication with the well driller, monitoring their progress during reaming of the production boring. Once the boring has been reamed Stantec will provide full time oversight during the construction of the well to help assure conformance with the technical specifications. Accordingly, during well construction, Stantec will monitor the following until complete:

- Setting and welding of casings and well screens;
- Setting of the gravel pack/formation stabilizers;
- Setting of other ancillary materials such as gravel fill tubes and/or sounding tubes;
- Placement of seals, including coordination with Madera County regarding seal inspection scheduling.



July 31, 2017
Mr. Molina and Randall
Page 4 of 5

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 1

Once the well is complete initial development (typically accomplished with equipment on the drilling rig) will consist of immediate removal of the drilling mud from the well followed by initial development consisting of swabbing and pumping the well screen with a short dual packer isolation tool. The dual packer isolation tool is designed to impart most of its energy over a relatively short interval (10 feet of well screen), flushing residual mud and fine grain materials from the adjacent gravel pack and aquifer. Chemical development is also deployed at this point in the project including the installation of drilling mud dispersants. Following dual packer isolation tool development, the well is bailed clean of any material that has accumulated in its bottom. At the conclusion of initial development a test pump will be installed and the final phase of development, pump development initiated. Stantec will provide part time oversight during development to monitor development matrices to assure development is complete prior to initiating well performance testing.

Task 6.2 - Well Performance Testing

Following the construction and development of the well, Stantec will orchestrate the step (day 1), constant rate (day 2), and recovery (day 3) tests necessary to assess well field interferences and provide final pumping water levels for the design of the production well pump. During the pumping tests, Stantec will equip up to three additional wells with pressure transducers in order to evaluate water level responses in the aquifer due to pumping of the new well. Stantec will assist the City in collecting a water sample for general mineral chemistry toward the completion of the pumping tests. We have assumed that the City will use its current contract laboratory for water quality analyses.

Task 6.3 - Technical Report

At the conclusion of well drilling, construction, and testing, Stantec will provide a well completion report for the newly constructed well. The report will include the following minimum information:

- Summary and time line of drilling, well construction, and development activities;
- Summary of borehole geophysical logs and grain size data;
- Summary of well plumbness and alignment surveys;
- Summary of the well video log;
- Summary of test pumping;
- Summary of water quality data;
- Detailed analysis of pumping tests data, including:
 - Determination of aquifer properties;
 - Well field inference assessment; and,
 - Assessment of long term maximum yield;
- Recommendations of the long term reliable pumping rate; and
- Recommendations for final pump placement depth and operating pumping water levels.



July 31, 2017
Mr. Molina and Randall
Page 5 of 5

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 1

The following table provides an estimate of budget needed to complete the design and construction services for Change Order 1 tasks, identified above:

Change Order 1 Description	Fee
Task 1, Project Management	\$1,000
Task 2, Predesign Centrate Drain Piping	\$2,500
Task 3, Final Design Well No. 3 and Centrate Drain Piping	\$39,500
Task 4, Production Well Drilling Bidding Services	\$5,500
Task 5, Rehabilitation Project Additional Bidding Services	\$2,500
Task 6, Engineering Services During Construction	\$45,000
Change Order 1 Total Fee	\$96,000

PROJECT BUDGET AND TASK SUMMARY REPORT

Change Order 1 will be conducted on a time and materials basis, using Stantec's most current Fee Schedule, in an amount not to exceed \$96,000. We propose amending our existing, February 2017, Professional Services Agreement with the City to include the tasks described in this proposal. Please do not hesitate to contact me with any questions you may have regarding this proposal.

Regards,

STANTEC CONSULTING SERVICES INC.

Steven L. Beck, P.E.
Senior Principal
Phone: (916) 773-8100
Fax: (916) 773-8448
Steven.Beck@stantec.com

Exhibit D

Statement of Work, Change Order #2



PROFESSIONAL SERVICES AGREEMENT CHANGE ORDER

Change Order # Change Order No. 2 Date 15 May 2018

"STANTEC" STANTEC CONSULTING SERVICES INC.
STANTEC Project # 184030591
3875 Atherton Road, Rocklin, CA 95765
Ph: (916) 773-8100 Fx: (916) 773-8448
email: steven.beck@stantec.com

CLIENT CITY OF MADERA
Client Project # WWTP 18-02
1030 S. Gateway Drive, Madera, CA 93637
Ph: (559) 661-5461 Fx:
email: jscarborough@cityofmadera.com

Project Name and Location: Engineering Design Services for the City of Madera WWTP Phase 1 Rehabilitation Project

In accordance with the original Professional Services Agreement dated 1 February 2017 and Change Orders thereto, the Agreement changes as detailed below are hereby authorized.

Table with 5 columns: Description, Quantity, Unit, Price, Total. Rows include: Total fees this Change Order (\$68,000.00), Original agreement amount (\$197,000.00), Change Order Number 1 (\$96,000.00), and Total Agreement (\$361,000.00).

Effect on Schedule: Estimated completion in December 2019

Incorporate Exhibit "D" into the Professional Services Agreement.

Payments shall be made in accordance with the original agreement terms. All other items and conditions of the original Agreement shall remain in full force and effect.

STANTEC CONSULTING SERVICES INC.

CITY OF MADERA

Steven L. Beck, Principal
Print Name and Title

Print Name and Title

Signature [Handwritten Signature]

Signature

Date Signed: 05/15/2018

Date Signed:



Stantec Consulting Services Inc.
3875 Atherton Road, Rocklin CA 95765-3716

MAY 15, 2018

File: 184030591

Attention: Humberto Molina and John Scarborough

City of Madera
1030 S. Gateway Dr.
Madera, CA 93637

**Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 2**

Mr. Molina and Scarborough,

Stantec is submitting this proposal for Change Order No. 2 for the Madera Wastewater Treatment Plant (WWTP) Rehabilitation Project.

Background

Throughout the course of the WWTP Rehabilitation Project design phase, Stantec was given authorization to redirect budget to provide services to the City that was outside of the scope work, by the former Public Works Director, including preparing several reports to help assist in implementation of critical wastewater operations. The four reports prepared for the City, in chronological order, are: 1) Emergency Support of Digester Overflow; 2) WWTP Infrastructure Assessment for Increasing Process Reliability and Decreasing Risk of Operations; 3) WWTP Policies to Assure Continuous Operation of the Wastewater Treatment Processes; and 4) WWTP Staffing and Personnel Evaluation and Recommendation.

Task 1 – Additional Fees for Engineering Services During Construction

With budget redirected to prepare the above listed reports (as directed by the former Public Works Director) and provide additional on-site meetings to discuss the Project's progress and goals with City staff turnover, Stantec requires a change order to allow for budget to provide engineering services during construction. The services to be provided in this change order will include the construction support services relative to implementation of the Madera WWTP Rehabilitation Project. As previously described in the scope of work, this includes submittal review, responding to RFIs, providing specialty inspection of structural and electrical components, assisting in preparation of change orders, and preparing as-built record drawings.

The following table provides an estimate of budget needed to complete the design and construction services for Change Order 2 tasks, identified above:



May 15, 2018
Mr. Molina and Scarborough
Page 2 of 2

Reference: Scope of Work for Engineering Services for the Madera WWTP Rehabilitation Project
Change Order No. 2

Change Order 2 Description	Fee
Task 1, Additional Fees for Engineering Services During Construction	\$68,000
Change Order 2 Total Fee	\$68,000

Agreement Extension

The February 2017 Professional Services Agreement has an expiration date of June 30, 2018, but the construction work is expected to be completed next year. Therefore, this change order provides a time extension for the Agreement to expire on December 31, 2019.

PROJECT BUDGET AND TASK SUMMARY REPORT

Change Order 2 will be conducted on a time and materials basis, using Stantec's most current Fee Schedule, in an amount not to exceed \$68,000. We propose amending our existing, February 2017, Professional Services Agreement with the City to include the tasks described in this proposal. Please do not hesitate to contact me with any questions you may have regarding this proposal.

Regards,

STANTEC CONSULTING SERVICES INC.

Steven L. Beck, P.E.
Senior Principal
Phone: (916) 773-8100
Fax: (916) 773-8448
Steven.Beck@stantec.com

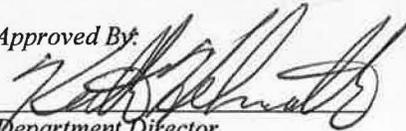
STANTEC CONSULTING SERVICES INC.

Beth Cohen, P.E.
Project Manager
Phone: (916) 773-8100
Fax: (916) 773-8448
Beth.Cohen@stantec.com



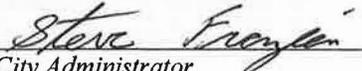
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 6, 2018

Agenda Item Number B-9


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING THE DRAFT RELOCATION PLAN FOR THE OLIVE AVENUE WIDENING & RECONSTRUCTION PROJECT

RECOMMENDATION:

That City Council:

1. Approve Resolution No. 18 _____ adopting the Draft Relocation Plan.
2. Authorize staff to implement relocation assistance for eligible property owners and tenants.

SUMMARY:

The adoption of the Draft Relocation Plan is required in accordance with the California Relocation Assistance Law (CRAL), California Government Code sections 7260 et seq. and 25 Cal. Code of Regs. section 6038. The acquisition of right-of-way and improvements is needed to construct the widening and reconstruction of Olive Avenue, Between Gateway Drive and Knox Street and Knox Street, Between Neplus Way and Olive Avenue (the Project). The appraised value for land acquisition and improvements will be made available for consideration by the City Council to initiate the acquisition process. The acquisition of four parcels will affect two property owners and two tenants and they appear at this time to be eligible for relocation assistance. The funds for acquisition and relocation assistance are included in the adopted 2017/18 City Budget, Project # R-000010, Olive Avenue.

Engineering

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

www.cityofmadera.ca.gov

DISCUSSION:

Land acquisition procedures include appraisals, purchase offers, relocation assistance and eminent domain all of which are governed by law. The Draft Relocation Plan (Plan) was prepared as required by CRAL and 25 Cal. Code of Regs. section 6038 because the right of way needed for the street widening to Arterial Standards for Olive Avenue and Collector Standards for Knox Street required the removal of two buildings and two dwellings. The Plan was made available for a 30-day public review and delivered to the four affected parties as required by the regulations. The comments received are incorporated into this Plan. The Plan will provide guidance to staff and our consultants in assisting the affected persons and will provide the affected persons with an overview of how they are protected and what they can expect from the relocation program. The City is required to adopt the Plan before any relocation can be implemented.

Our consultant implementing the Plan will provide the affected persons with relocation advisory services, identify the relocation benefits they are entitled to receive, determine financial compensation they are eligible to receive for moving and related expenses, an estimate of their relocation costs and assistance with finding comparable dwellings or reestablishment of their business.

The project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. The Project will include a new UPRR crossing protection and signal, installation of a traffic signal at Roosevelt Street and intersection improvements at Knox Street that include many aspects of an anticipated future traffic that includes electrical conduits and traffic poles without arms. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

The Offer Letters to the property owners will include the Adopted Draft Relocation Plan, Summary Report of the appraised value of the right of way acquisition, a Purchase and Sale Agreement and an Easement Deed for the land to be acquired. The owner will be given at least 30 days to consider the offer and up to 60 days if they choose to obtain their own appraisal before they respond to the City's offer. The property owners and tenants that must be relocated will receive 30 days of assistance and 90 days to relocate.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

FISCAL IMPACT:

There will no impact to the City's General Fund for the right of way and construction costs for the Project. Regional Surface Transportation Program Federal Exchange and Measure "T" Regional Transportation Program funds, included in the adopted 2017/18 City Budget, will be used to purchase the right of way and fund relocation expenses.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

RESOLUTION NO. 18 - _____

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, ADOPTING THE DRAFT RELOCATION PLAN FOR THE
OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT**

WHEREAS, the City has approved the Olive Avenue, Gateway Drive to Knox Street, and Knox Street, Neplus Way to Olive Avenue, Widening and Reconstruction Project, (the Project); and

WHEREAS, the acquisition of right of way and relocation assistance is necessary for the Project; and

WHEREAS, the City desires to comply with the California Relocation Assistance Law, California Government Code sections 7260 et seq. (CRAL) and 25 Cal. Code of Regs. section 6038; and

WHEREAS, In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100-foot right of way arterial standard was approved by the Madera Planning Commission of November 10, 2015; and

WHEREAS, the City has prepared a Draft Relocation Plan and has made it available for public review for a period of 30 days as required by CRAL and 25 Cal. Code of Regs. section 6038; and

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

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

Hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The City Council of the City of Madera adopts the Draft Relocation Plan, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The City Engineer is authorized to implement the provisions in the Draft Relocation Plan for the acquisition of right of way and relocation assistance.
4. This resolution is effective immediately upon adoption.

**OLIVE AVENUE
WIDENING AND RECONSTRUCTION PROJECT**

Draft Relocation Plan

for

City of Madera

By



March 14, 2018

**Overland, Pacific & Cutler, LLC
980 9th Street, Suite 1600
Sacramento, CA 95814**

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INTRODUCTION

The City of Madera, California (City) plans to widen Olive Avenue (between Gateway Drive and Knox Street; and Knox Street, between Neplus Way and Olive Avenue). This proposed roadway construction project is hereinafter referred to as the Widening and Reconstruction Project (Project).

Olive Avenue, between Gateway Drive and Roosevelt Street, consists of two travel lanes with dirt shoulders. Olive Avenue, between Roosevelt Street and Knox Street, has been widened to City Arterial Street standards: four lanes with median and sidewalks. The construction of street improvements west of Roosevelt Street is needed for traffic and pedestrian use to match Olive Avenue east of Roosevelt Street.

Knox Street, between Neplus Way and Olive Avenue, is a City Collector Street. Only the east half of the street has been constructed with travel lanes and a sidewalk. The west half of the street needs similar improvements to be constructed for traffic and pedestrians, and to provide for a complete intersection at Olive Avenue and Knox Street.

The reconstruction and widening of Olive Avenue, between Gateway Drive and Roosevelt Street, will consist of sidewalks, bike lanes, four travel lanes and a median with left turn pockets. A traffic signal will be installed at the intersection of Olive Avenue and Roosevelt Street. Enhanced Railroad Signal Protection will be installed at the Union Pacific Railroad crossing. The existing right of way is 45 feet. A 100 foot right of way is needed for an Arterial Street. The acquisition will consist of additional widths of 20 feet on the north side and 35 feet on the south side. The City has adopted a Specific Plan Line, 100 feet in width, for this project.

The widening of Knox Street will involve construction on the west half of the street, consisting of a sidewalk, bike lane and travel lane. The existing right of way is 60 feet. An 80 foot right of way is needed for a Collector Street. The acquisition will consist of an additional width of 20 feet on the west side.

This project will potentially necessitate the permanent displacement of two residential households and potentially one non-residential commercial occupant from their current locations due to the full or partial acquisition of the real estate. The residential properties subject to this Plan are located at 62 South Knox Street and 1280 E. Olive Avenue. The one commercial property subject to this plan is located at 905 South Gateway Drive. The project will also require the relocation of personal property from a tenant occupied storage building located at 100 14th Street, Madera. The residential and commercial properties will hereinafter be referred to either as the Residential Property (ies) or Commercial Property (ies). The Residential Properties are assumed to be owner occupied. The Commercial Property includes an auto repair and upholstery business. Attachment 1 provides location maps for the Project and properties.

This Project will utilize local public funding. This Project requires that relocation planning and assistance be provided to the displacees in accordance with the California Relocation Assistance Law, California Government Code Section 7260 et seq. (CRAL) and the California Relocation Assistance and Real Property Acquisition Guidelines, Title 25, California Code of Regulations, Chapter 6, Section 6000 et seq. (Guidelines).

One of the City's obligations is to prepare a relocation plan, to be approved by the City, describing the persons impacted by the project, the relocation advisory and financial assistance program that will be made available to them, the replacement housing resources available, and the estimated relocation cost. This Plan sets forth the policies and procedures necessary to conform to statutes and regulations of the CRAL and Guidelines.

Overland, Pacific & Cutler, LLC (OPC), a public real estate services consulting firm specializing in relocation assistance consulting services, prepared this Relocation Plan (Plan) and will implement the Plan on behalf of the City.

RELOCATION PLAN

A. METHODOLOGY AND ASSESSMENT OF NEEDS

In order to determine the eligibility for relocation assistance and determine specific needs of persons displaced by the Project, an eligibility and needs assessment survey will be conducted at a future date prior to the issuance of any Notices of Eligibility ('NOE') for relocation assistance. This survey will be carried out in the form of interviews with each potentially displaced household and/or business, non-profit, or farming operation. OPC will make three attempts to interview each potential displacee prior to issuing an NOE.

Inquiries to be made of residential occupants include household size and composition, income information, length of tenure as property owners and/or tenants of the property owner, disabilities and/or health problems (if any) present in the household, and any locational preferences related to replacement housing.

Survey questions of non-residential users will concern the nature of their business, non-profit, or farming operation, leasehold interest, annual revenues, description and size of current operations, special equipment and/or facility requirements, and area/facility preferences with respect to possible replacement locations.

All information is expected to be in oral narrative form initially. This data will be subsequently validated by obtaining documentary evidence required at the time of determination of displacement to conform to qualifying criteria, such as housing costs, length of residency and income.

B. IMPACT ANALYSIS

Limited specific information is available at this time. This Plan will be updated once the specific data described above is acquired from the displacees. There are currently two residential occupants and two commercial businesses potentially affected by the Project.

While the Residential Properties appear to be owner-occupied according to property profiles both Properties are owned by the same individual. There is a smaller home located at 62 South Knox Street located directly behind the home located at 1280 E. Olive Avenue, which may be tenant-occupied and/or occupied by other members of the owner's family. Should it be determined that there is residential tenant occupant, this Plan will be

updated to include information about the tenant occupant and replacement rental housing resources.

The Commercial Property is an auto repair and upholstery shop located at the northeast intersection of Gateway Drive and E. Olive Street. The business specializes in custom upholstery, car audio, and window tinting. The right of way impacts for the project will only take about 30% of the building, but it is expected the entire building will need to be demolished.

Attachment 1 identifies the general location of the two households and one commercial business located along Olive Avenue in the City of Madera that may be displaced.

C. DEMOGRAPHICS AND HOUSING CHARACTERISTICS

According to the U.S. Census, in 2010 the City of Madera had a total population of 61,416. The population was 49.9% White, 3.4% African American, 3.1% American Indian or Alaska Native, 2.2% Asian, and 41.3% other origins or one or more races. With regard to ethnicity, 76.7% of the population was Hispanic or Latino of any race, and only 16.9% was White, non-Hispanic. Madera was comprised of 49% females and 51% males and had a median age of 26.6 years. The average household size was 3.82 persons per household. According to the 2017 income limits from the U.S. Department of Housing and Urban Development (HUD) and the State of California Department of Housing and Community Development (HCD), the median income in Madera County is \$59,900 for a family of four.

D. PROJECT OCCUPANCY/OVERCROWDING

For purposes of determining whether overcrowding conditions exist, an occupancy standard of one bedroom for head of household and spouse or partner, one sleeping-room for every other two persons, plus one person in a room used for other purposes (e.g., living room) was utilized. Overcrowding is not an issue at the Property.

E. REPLACEMENT SITE RESOURCES

Residential: One of the primary purposes of a Relocation Plan is to demonstrate the availability of comparable, affordable, decent, safe and sanitary (DS&S) housing prior to the displacement of residential occupants. In order to adequately relocate the Project

households, one 2-bedroom and one 3-bedroom single family residential unit will be required. Following resident interviews, replacement housing needs will be reevaluated if necessary, particularly if one of the properties is tenant-occupied.

A housing survey was conducted in November of 2017. Six units within a reasonable range were located to serve the needs of the residential occupants given the data provided to OPC. Referrals to replacement housing will made to the displaced households according to their needs.

Table 1 below shows the number of units required versus those found, the purchase price and distance range from the subject property. This data has been utilized to assess the potential relocation benefit costs for residential displacements.

Table 1: Replacement Housing Survey Results

Unit Size	Need	Located	Price range	Median range	Approximate sq/ft
2 BR	1	3	\$240,000-315,000	\$270,000	1,060
3 BR	1	3	\$290,000 - \$400,000	\$345,000	2,212

The residential displacees will be required to permanently relocate as there will be no opportunity to return to their current residence after the Project has been completed. There will be no new residential housing constructed at the Project site.

Businesses: While there is no specific requirement pursuant to CRAL or guidelines mandating that alternate relocation sites be made available to businesses at the time of displacement the City is committed to making every effort to satisfactorily relocate and re-establish business enterprises. This Relocation Assistance Plan outlines the requirements for moving and re-establishing a business prospectively being displaced, and demonstrates the level of advisory and financial assistance that will be provided. As more information is gathered regarding the businesses, replacement resources will be described further in this Plan. The Plan will also describe the number of employees that may be affected.

F. CONCURRENT RESIDENTIAL DISPLACEMENT

Based on the needs and characteristics of the Project population, there are no concurrent displacement activities underway or anticipated in the near future which would negatively impact the ability to relocate the displaced households.

G. PROGRAM ASSURANCES AND STANDARDS

Adequate funds are available from the City to relocate the displacees. Relocation assistance services will be provided to ensure that displacement does not result in different, or separate treatment of households based on race, nationality, color, religion, national origin, sex, marital status, familial status, disability or any other basis protected by the federal Fair Housing Amendments Act, the Americans with Disabilities Act, Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and the Unruh Act, as well as any otherwise arbitrary or unlawful discrimination.

No households will be permanently displaced without 90-days advance written notice and unless “comparable” replacement housing can be made available. “Comparable” housing includes standards such as: decent, safe, and sanitary; comparable as to the number of bedrooms, living space, and type and quality of construction of the acquired unit but not lesser in rooms or living space than necessary to accommodate the displaced household; in an area that does not have unreasonable environmental conditions; not generally less desirable than the acquired unit with respect to location to schools, employment, health and medical facilities, and other public and commercial facilities and services; and, within the financial means of the displaced household.

No commercial occupants will be permanently displaced without 90-days advance written notice and the provision of a Notice of Eligibility (NOE). The NOE will also include referrals to potential replacement spaces.

H. ADVISORY SERVICES

In order to be eligible for relocation assistance, a residential occupant must be in lawful residence at their unit at least 90 days prior to the sooner of the first offer for the property or commitment of public funding to the project. A non-residential occupant must have been in occupancy on the date or prior to the sooner of the first offers for the property or commitment of public funding for the project.

A General Information Notice (GIN) will be served to all occupants at the properties at that time of the Initiation of Negotiations. This notice informs the tenants not to move until they have received a Notice of Eligibility (NOE) for relocation assistance. It is assumed at this time that all displacees are eligible to receive advisory and financial relocation assistance.

OPC staff is available to assist any displaced household with questions about relocation and/or assistance in relocating. Relocation staff can be contacted at **980 9th Street, Suite 1600, Sacramento, CA 95814** or by calling **800-400-7356**, from 9:00 AM to 5:00 PM, Monday through Friday. A comprehensive relocation assistance program, with technical and advisory assistance, will be provided to the household being permanently displaced. Close personal contact will be maintained with the household. Specific activities will include:

1. Distribution of informational notices. **Attachment 4** contains a sample of the informational notices that will be provided to the displaced households and the non-residential/business displacees.
2. For residential displacees, provide timely referrals to at least three comparable replacement units and social services as requested.
3. Provide transportation to residential displacees to inspect potential replacement units as necessary.
4. Conduct the DS&S inspection of the selected replacement residential property and provide other assistance working with the prospective landlord of the residential displacees.
5. Advise displacees which costs are and are not compensable under the program.
6. Assist residential displacees in obtaining move bids if needed.
7. Assist non-residential displacees in locating a replacement space, and obtaining bids from moving contractors and/or other necessary service providers to conduct or complete their move.
8. Assist with completion and filing of relocation claims, rental applications, and appeals forms, if necessary.
9. Coordinate or oversee the move process as requested.

I. CITIZEN PARTICIPATION/PLAN REVIEW

The relocation plan will be released for review and comment in December 2017 for a period of 30 days. All displacees will receive a general notice of the plan's availability and instructions regarding how to comment on the plan.

J. RELOCATION BENEFIT CATEGORIES

Permanent relocation benefits will be paid upon submission of required claim forms and documentation in accordance with approved procedures. The City will provide appropriate benefits for each displaced household or business as required by the CRAL and Guidelines and URA.

It is expected that two households, one non-residential/business entity and one personal property move tenant will be eligible for relocation assistance.

Below a description of the residential and non-residential/commercial relocation benefit categories are provided. A sample residential and non-residential Informational Statement is provided in Attachment 3, 4 and 5 respectively.

Residential Moving Expense Payments

Moving expense payments for eligible displaced households will be made based upon the actual cost of a professional move or a fixed payment based on a room-count schedule.

a. Actual Cost (Professional Move)

Displacees may elect to have a licensed professional mover perform the move. The actual cost of the moving services, based on at least two acceptable bids, will be compensated by City in the form of a direct payment to the moving company upon presentation of an invoice. Transportation costs are limited to a distance of 50 miles in either case. In addition to the actual move, costs associated with utility re-connections (i.e., gas, water, electricity, telephone, and cable, if any), are eligible for reimbursement.

b. Fixed Payment (based on Room Count Schedule)

An occupant may elect to receive a fixed payment for moving expenses which is based on the number of rooms occupied in the displacement dwelling. In this case, the person to be relocated takes full responsibility for the move. The fixed payment

includes all utility connections as described in (a), above. Table 2 below provides the current fixed payment schedule authorized by the State of California Department of Transportation (Caltrans).

Table 2: Fixed Residential Move Payment Schedule

Unfurnished Dwelling									
Room count	1	2	3	4	5	6	7	8	Each additional
Amount	\$725	\$930	\$1,165	\$1,375	\$1,665	\$1,925	\$2,125	\$2,505	\$265
Furnished Dwelling									
Room count	1	each additional							
Amount	\$475	\$90							

Source: California Department of Transportation – August 2015

Replacement Housing Payment Homeowners

To be eligible to receive the following benefits of an owner occupied dwelling acquired by the Displacing Agency, displacees must have occupied the dwelling at least 90 days prior to the initiation of negotiations. Displacees may be eligible to receive the following payments to assist in purchasing a comparable replacement unit. These payments are intended to cover the following items:

- (a) **Purchase Price Differential:** An amount which, when added to the amount for which the Displacing Agency purchased the property, equals the lesser of the actual cost of the replacement dwelling; or the amount determined by the Displacing Agency as necessary to purchase a comparable replacement dwelling.
- (b) **Mortgage Interest Differential:** The amount which covers the increased interest costs, if any, required to finance a replacement dwelling.
- (c) **Incidental Expenses:** Those one time incidental costs related to purchasing a replacement unit, such as escrow fees, recording fees, and credit report fees. Recurring expenses such as prepaid taxes and insurance premiums are not compensable.
- (d) **Rental Assistance Option:** An owner-occupant who chooses to rent rather than purchase a replacement dwelling may be eligible for a rental assistance

payment of up to the amount they could have received under the Purchase Price Differential, explained above. The payment will be based on the difference between the fair market rent of the dwelling occupied and the rent for a comparable replacement dwelling.

If you receive a rental assistance payment, as described above, and later decide to purchase a replacement dwelling, you may apply for a payment equal to the amount you would have received if you had initially purchased a comparable replacement dwelling, less the amount you have already received as a rental assistance payment.

Residential Rental Assistance for Tenant Occupants

To be eligible to receive the rental assistance benefits, the displaced tenant household has to rent or purchase and occupy a decent, safe, and sanitary replacement dwelling within one year from the date they move from the displacement dwelling.

Based upon the available data regarding Project displacees, the displaced households may qualify and be eligible to apply for relocation benefits under the Guidelines and CRAL. Except in the case of Last Resort Housing situations, the potential payment to the households will be payable over a 42-month period and limited to a maximum of \$7,200. The relocation program is explained in detail in the informational brochure to be provided to each permanently displaced household.

Rental Assistance payment amounts are equal to 42 times the difference between the base monthly rent and the lesser of:

- (a) The monthly rent and estimated average monthly cost of utilities for a comparable replacement dwelling; or
- (b) The monthly rent and estimated average monthly cost of utilities for the decent, safe, and sanitary replacement dwelling actually occupied by the displaced person.

The base monthly rent for the displacement dwelling is the lesser of:

- (a) The average monthly cost for rent and utilities at the displacement dwelling for a reasonable period prior to displacement, as determined by City. For households paying little or no rent, fair market rent will be used as a substitute for actual rent; or
- (b) Thirty percent (30%) of the displaced person's average, monthly gross

household income, if the amount is classified as “low income” by HCD’s Annual Income Limits at the time of displacements. (HCD limits are shown as **Attachment 2**). If a displacee refuses to provide appropriate evidence of income or is a dependent, the base monthly rent shall be determined to be the average monthly cost for rent and utilities at the displacement dwelling; or

- (c) The total of the amount designated for shelter and utilities if receiving a welfare assistance payment from a program that designated the amounts for shelter and utilities.

Table 3 below provides an example of how the replacement housing payment is calculated. The numbers provided are provided only as an example.

Table 3: Computation of Rental Assistance Payments (Tenants)

1. Old Rent	\$500	Old Rent, plus Utility Allowance
or		
2. Ability to Pay	\$600	30% of the Adjusted Gross Household Income*
3. Lesser of lines 1 or 2	\$500	Base Monthly Rental
Subtract From:		
4. Actual New Rent	\$700	Actual New Rent including Utility Allowance
or		
5. Comparable Rent	\$775	Determined by Agency, includes Utility Allowance
6. Lesser of lines 4 or 5	\$750	
7. Yields Monthly Need	\$200	Subtract line 3 from line 6
8. Rental Assistance Payment	\$8,400	Multiply line 7 by 42 months

*Gross income means the total amount of annual income of a household less the following: (1) a deduction for each dependent in excess of three; (2) a deduction of 10% of total income for the elderly or disabled head of household; (3) a deduction for recurring extraordinary medical expenses defined for this purpose to mean medical expenses in excess of 3% of total income, where not compensated for, or covered by insurance or other sources; (4) a deduction of reasonable amounts paid for the care of children or sick or incapacitated family members when determined to be necessary to employment of head of household or spouse, except that the amount shall not exceed the amount of income received by the person who would not otherwise be able to seek employment in the absence of such care.

Last Resort Housing Payments for Residential Occupants

There is adequate “comparable replacement housing” available to meet the needs of Project occupants, according to the attached housing survey. However, a combination of factors, including the income levels of the tenants, current Project rents, and the cost of replacement dwellings, may create the need for last resort housing.

A displaced person is entitled to Last Resort Housing assistance when, in a single residential case, the computed total of rental assistance eligibility exceeds \$7,200. This

type of situation is likely to develop among low-income and/or large families, or in environments where project area rents are particularly low vis-à-vis those in the comparable, replacement housing market.

Down Payment Assistance Payment to Tenants who Purchase

The displaced household may opt to apply the entire benefit amount for which they are eligible toward the purchase of a replacement unit.

A displaced household which chooses to utilize up to the full amount of their rental assistance eligibility (including any Last Resort benefits) to purchase a home, will have the funds deposited in an open escrow account, provided that the entire amount is used for the down payment and eligible, incidental costs associated with the purchase of a decent, safe, and sanitary replacement home. A provision shall be made in the escrow arrangements for the prompt return of funds, in the event escrow should fail to close within a reasonable period of time.

Final determination about the type of relocation benefits and assistance for which the household is eligible will be determined upon verification of the household's occupants and income.

Commercial Occupant Moving Expense Payments

Relocation benefits will be provided to the commercial occupants pursuant to State law. Eligible businesses may receive a relocation payment to cover the reasonable cost of moving their personal property from the Project site to the selected replacement site.

There are two options:

- (A) A payment for actual reasonable and necessary moving and City expenses;
- Or,*
- (B) A fixed payment not to exceed forty thousand dollars (\$40,000).

Payment for Actual Reasonable and Necessary Moving and Expenses

This payment may include the following:

- a) Transportation of persons and property from the present location to the replacement location (transportation costs are limited to a distance of 50 miles);
- b) Packing, crating, uncrating, and unpacking personal property;
- c) Disconnecting, dismantling, removing, reassembling, and installing relocated and substitute machinery, equipment and other personal property. This includes connection to utilities available nearby, and modifications necessary to adapt such property to the replacement structure, or to the utilities, or to adapt the utilities to the personal property;
- d) Storage of personal property generally for up to twelve (12) months, at the Agency's discretion;
- e) Insurance of personal property while in storage or transit and, the replacement value of property lost, stolen, or damaged (though not through the fault or negligence of the displaced person) in the process of moving;
- f) Subject to certain limitations, any license, permit or certification required by the displaced business, to the extent that the cost is necessary for reestablishment at the replacement location;
- g) Subject to certain limitations, reasonable and pre-authorized professional services, including architects', attorneys', engineers' fees and consultants' charges, necessary for: (1) planning the move of the personal property; (2) moving the personal property; or, (3) installing the relocated personal property at the replacement location;
- h) Subject to certain limitations, the purchase and installation of substitute personal property limited to the lesser of: (1) the estimated cost to move the item to the replacement location; or, (2) the replacement cost, less any proceeds from its sale;

- i) Subject to certain limitations, modifying the machinery, equipment or other personal property to adapt it to the replacement location or to utilities available at the replacement location or modifying the power supply.
- j) Actual direct losses of tangible personal property resulting from moving, or discontinuing a business or non-profit organization, *not-to-exceed* the *lesser of* the fair market value of the tangible, personal property for continued use at its location prior to displacement; **or**, an amount equal to the reasonable expenses that would have been required to relocate the property, as determined by the City, subject to certain limitations;
- k) Actual, and reasonable expenses incurred in searching for a replacement business location, *not-to-exceed* \$2,500.
- l) Actual, and reasonable expenses necessary to reestablish a displaced small business at its new location, *not-to-exceed* \$25,000. Examples of expenses that may be considered for reimbursement include advertising, redecoration and certain increased costs of operation at the new location.

Fixed Payment In Lieu of a Payment for Actual Reasonable Moving and City Expenses

The amount of this payment shall be based on the *average, annual net* earnings of the business. The payment to an eligible business may neither be less than \$1,000, nor more than \$40,000. To qualify for this payment a displaced business:

- A) *Cannot* be a part of a commercial enterprise having *at least* three (3) other establishments which are *not* being displaced by City as part of this Project, and which is under the *same ownership* and engaged in the *same, or similar* business activities;
- B) Must *not* be able to relocate without substantial loss of patronage; and,
- C) *Must* have contributed *at least* 33% of the owner's total gross income during *each* of the two (2) taxable years *prior to* displacement, *or* meet specific earnings criteria.

Personal Property Moving and Related Expenses

You may be reimbursed the cost to relocate your personal property based on actual reasonable moving and related costs as the Displacing Agency determines to be reasonable and necessary. The following moving expenses may be considered by the Displacing Agency:

- a) Transportation of persons and property not to exceed a distance of 50 miles from the site from which displaced, except where relocation beyond such distance of 50 miles is justified;
- b) Packing, crating, unpacking and uncrating personal property;
- c) Such storage of personal property, for a period generally not to exceed 12 months, as determined by the public entity to be necessary in connection with relocation;
- d) Insurance of personal property while in storage or transit;
- e) The reasonable replacement value of property lost, stolen or damaged (not through the fault or negligence of the displaced person, his agent, or employee) in the process of moving, where insurance covering such loss, theft or damage is not reasonably available;
- f) The cost of disconnecting, dismantling, removing, reassembling, reconnecting and reinstalling machinery, equipment or other personal property (including goods and inventory kept for sale) not acquired by the public entity, including connection charges imposed by public utilities for starting utility service; and
- g) When the cost of moving any item of personal property of low value and high bulk (junkyards, stockpiles, sand, gravel, minerals, metals and similar property) would be disproportionate in relation to its value, the allowable reimbursement for the expense of moving such property shall not exceed the difference between the cost of replacing the same with a comparable item available on the market and the amount which would have been received for such property on liquidation.
- h) Other moving and related expenses that the Displacing Agency determines to be reasonable and necessary.

Actual, reasonable and necessary moving expenses for moving personal property may be determined based on the cost of one of the following methods:

1. Commercial Move: performed by a commercial mover based on at least two written estimates and receipted bills; **or**
2. Self-Move: move performed by you based on one or a combination of the following methods:
 - a. The lower of two bids or estimates prepared by a commercial mover; or
 - b. Supported by receipted bills for labor and equipment. Hourly labor rates should not exceed the cost paid by a commercial mover to employees performing the same activity and, equipment rental fees should be based on the actual cost of renting equipment but not to exceed the cost paid by a commercial mover.

K. PAYMENT OF RELOCATION BENEFITS

Relocation benefit payments will be made in a reasonable time and manner. Claims and supporting documentation for relocation benefits for tenants must be filed with the City no later than 18 months after the date of displacement.

The procedure for the preparation and filing of claims and the processing and delivery of payments will be as follows:

1. Claimant(s) will provide all necessary documentation to substantiate eligibility for assistance.
2. Developer staff will review all necessary documentation including, but not limited to, scopes-of-service, contractor bids, invoices, lease documents and escrow material before reaching a determination as to which expenses are eligible for compensation.
3. Required claim forms will be prepared by OPC staff and presented to the claimant for review. Signed claims and supporting documentation will be returned to relocation staff and submitted to the City.
4. The City will review and approve claims for payment, or request additional information.
5. The City will issue benefit checks to claimants in the most secure, expeditious manner possible.
6. Final payments to residential displacee will be issued after confirmation that the Project premises have been completely vacated, and actual residency at the replacement unit is verified.
7. Receipts of payment and all claim materials will be maintained in the relocation case file.

L. IMMIGRATION STATUS

Federal legislation (PL105-117) prohibiting the payment of relocation assistance benefits under the URA to any alien not lawfully present in the United States unless such ineligibility would result in an exceptional and extremely unusual hardship to the alien's spouse, parent, or child any of whom is a citizen or an alien admitted for permanent residence will be applicable. Exceptional and extremely unusual hardship is defined as significant and demonstrable adverse impact on the health or safety, continued existence of the family unit, and any other impact determined by City to negatively affect the alien's spouse, parent or child.

This section of the plan would only apply if federal funds are utilized in the Project. Persons who would be determined not to be lawfully present in the U.S. may be eligible to receive relocation assistance under CRAL and the Guidelines. In such cases they would only receive those benefits permitted under California law, including advisory services, replacement housing assistance (including last resort housing) and moving assistance.

M. EVICTION POLICY

The City recognizes that eviction is permissible only as a last resort and that relocation records must be documented to reflect the specific circumstances surrounding any eviction. Eviction will only take place in cases of nonpayment of rent; a serious violation of the rental agreement; a dangerous or illegal act in the unit; or, if the household refuses all reasonable offers to move.

No evictions are pending or planned that would impact any households eligibility for relocation assistance.

N. APPEALS POLICY

The appeals policy and grievance procedures will follow the standards described in Section 6150 et seq. of the Guidelines. Briefly stated, a displaced household will have the right to ask for review when there is a perceived grievance regarding any of its (the household's) rights to relocation and relocation assistance; including the determination as to eligibility, the amount of payment, or the failure to provide a comparable replacement

housing referral. **Attachment 5** contains the details of the Appeals Policy and Grievance Procedures.

O. PROJECTED DATES OF DISPLACEMENT

No displacees will be required to start the relocation process until they have received an NOE and a 90 Day Notice to Vacate. It is anticipated displacement will begin in June 2018; this plan will be updated once those dates are determined.

P. ESTIMATED RELOCATION COSTS

A relocation cost estimate will be prepared once additional information is available. The budget will include the cost of services necessary to implement the Plan and complete the relocation element of the Project. The budget will be calculated based on the known data for the displacees. Persons reviewing this plan should not assume that relocation assistance payments will be applied evenly to the displacees discussed in this plan because benefits are based on the variables for each case and not a uniform, fixed payment per displacee. The costs will be subject to change based on the actual and reasonable costs associated with the relocations. No party should utilize this plan or assume it to be an offer of a specific amount of payment.

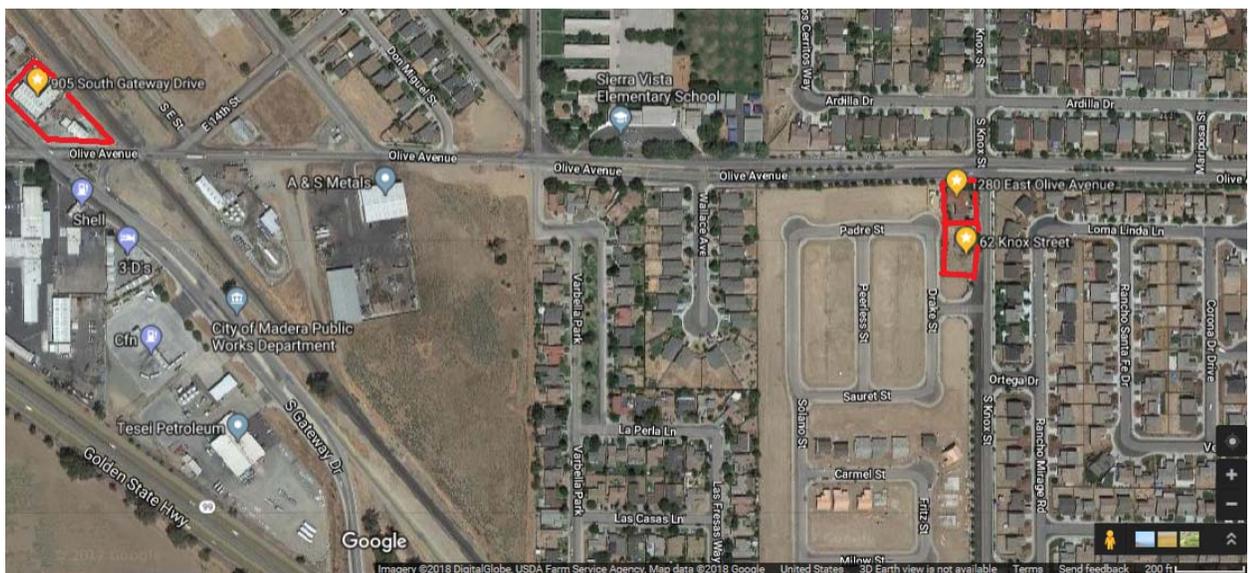
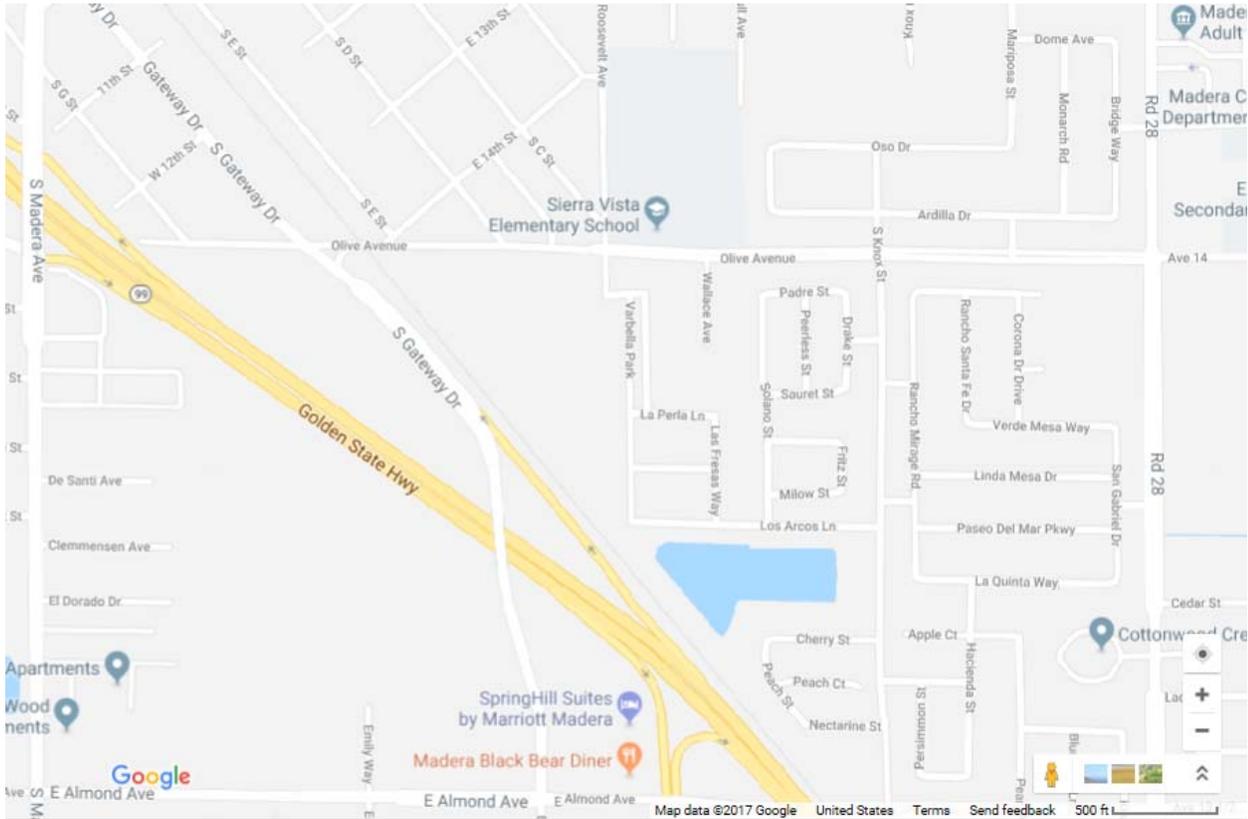
Q. The relocation plan was released for review and comment on April 25, 2108 for a period of 30 days. All potential displacees received a general notice of the plan's availability and instructions regarding how to comment on the plan. There were no comments received regarding the Plan or relocation process.

TABLE OF ATTACHMENTS

- Attachment 1:** Project Site Maps
- Attachment 2:** HCD Annual Income Limits – Madera County
- Attachment 3:** Residential Informational Brochure
- Attachment 4:** Business Informational Brochure
- Attachment 5:** Appeals/Grievance Procedures

ATTACHMENT 1: PROJECT SITE MAPS

Site-specific Location



**ATTACHMENT 2:
HCD INCOME LIMITS
MADERA COUNTY**

The following figures are approved by HCD for Madera County to define and determine housing eligibility by income level.

Madera County 4-Person Area Median Income: \$59,900	Extremely Low	12600	16240	20420	24600	28780	32960	37140	39550
	Very Low Income	21000	24000	27000	29950	32350	34750	37150	39550
	Low Income	33550	38350	43150	47900	51750	55600	59400	63250
	Median Income	41950	47900	53900	59900	64700	69500	74300	79050
	Moderate Income	50350	57500	64700	71900	77650	83400	89150	94900

Effective: April 14, 2017

ATTACHMENT 3:
RESIDENTIAL INFORMATIONAL BROCHURE

**Relocation Assistance
Informational Statement
for Families and Individuals**

(California)

**CITY OF Madera
("City")**

Project Name:
Olive Avenue Widening Project

City Representative:



**Overland, Pacific & Cutler, LLC
1024 Iron Point Road, #100
FOLSOM, CA 95630
Phone: 800-400-7356**

Informational Statement Content:

1. General Information
2. Assistance In Locating A Replacement Dwelling
3. Moving Benefits
4. Replacement Housing Payment - Tenants And Certain Others
5. Qualification For And Filing Of Relocation Claims
6. Last Resort Housing Assistance
7. Rental Agreement
8. Evictions
9. Appeal Procedures – Grievance
10. Tax Status of Relocation Benefits
11. Non-Discrimination and Fair Housing
12. Additional Information And Assistance Available

**Spanish speaking agents are available. Si necesita esta información en español,
por favor llame a su agente.**

1. GENERAL INFORMATION

The dwelling in which you now live is in a project area to be improved by, or financed through, the City using local funds. If and when the project proceeds, and it is necessary for you to move from your dwelling, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under state law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The City has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE YOUR DWELLING. However, if you desire to move sooner than required, you must contact your representative with OPC so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the City's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits which you may be entitled to receive. Once the City acquires the property, you will also be required to pay rent to the City.

2. ASSISTANCE IN LOCATING A REPLACEMENT DWELLING

The City, through its representatives, will assist you in locating a comparable replacement dwelling by providing referrals to appropriate and available housing units. You are encouraged to actively seek such housing yourself. When a suitable replacement dwelling unit has been found, your relocation agent will carry out an inspection and advise you as to whether the dwelling unit meets decent, safe and sanitary housing requirements. A decent, safe and sanitary housing unit provides adequate space for its occupants, proper weatherproofing and sound heating, electrical and plumbing systems. Your new dwelling must pass inspection before relocation assistance payments can be authorized.

3. MOVING BENEFITS

If you must move as a result of displacement by the City, you will receive a payment to assist in moving your personal property. The actual, reasonable and necessary expenses for moving your household belongings may be determined based on the following methods:

- A Fixed Moving Payment based on the number of rooms you occupy (see

below); **or**

- A payment for your Actual and Reasonable Moving Expenses based on at least two written estimates and receipted bills; **or**
- A combination of both (in some cases).

For example, you may choose a Self-Move, receiving a payment based on the Fixed Residential Moving Cost Schedule shown below, plus contract with a professional mover to transport your grand piano and /or other items that require special handling. In this case, there may be an adjustment in the number of rooms which qualify under the Fixed Residential Moving Cost Schedule.

A. Fixed Moving Payment (Self-Move)

A Fixed Moving Payment is based upon the number of rooms you occupy and whether or not you own your own furniture. The payment is based upon a schedule approved by the City, and ranges, for example, from \$475.00 for one furnished room to \$2,505.00 for eight rooms in an unfurnished dwelling. (For details see the table). Your relocation agent will inform you of the amount you are eligible to receive, if you choose this type of payment.

If you select a fixed payment, you will be responsible for arranging for your own move, and the City will assume no liability for any loss or damage of your personal property. A fixed payment also includes utility hook-ups and other reasonable moving costs.

Fixed Moving Schedule CALIFORNIA (Effective 2015)	
Occupant Owns Furniture:	
1 room	\$ 725
2 rooms	\$ 930
3 rooms	\$1,165
4 rooms	\$1,375
5 rooms	\$1,665
6 rooms	\$1,925
7 rooms	\$2,215
8 rooms	\$2,505
Each additional room	\$265
Occupant does NOT Own Furniture:	
1 room	\$475
Each additional room	\$90

B. Actual Moving Expense (Commercial Move)

If you wish to engage the services of a licensed commercial mover and have the City pay the bill, you may claim the ACTUAL cost of moving your personal property up to 50 miles. Your relocation agent will inform you of the number of competitive moving bids (if any) which may be required, and assist you in developing a “mover” scope of services for Displacing Agency approval.

4. REPLACEMENT HOUSING PAYMENT – TENANTS AND CERTAIN OTHERS

You may be eligible for a payment up to \$7,200.00 to assist in renting or purchasing a comparable replacement dwelling. In order to qualify, you must either be a tenant who has occupied the present dwelling for at least 90 days immediately prior to the initiation of negotiations.

A. Rental Assistance. If you **wish to rent** your replacement dwelling, your maximum rental assistance benefits will be based upon the difference over a forty-two (42)

month period between the rent you must pay for a comparable replacement dwelling and the lesser of your current rent or thirty percent (30%) of your monthly household income if your total gross income is classified as “low income” by the U. S. Department of Housing and Urban Development’s (HUD) Annual Survey of Income Limits for Public Housing and Section 8 Programs. You will be required to provide your relocation agent with monthly rent and household income verification prior to the determination of your eligibility for this payment.

- OR -

B. Down-payment Assistance. If you qualify, and **wish to purchase** a home as a replacement dwelling, you can apply up to the total amount of your rental assistance payment towards the down-payment and non-recurring incidental expenses. Your relocation agent will clarify procedures necessary to apply for this payment.

5. QUALIFICATION FOR, AND FILING OF, RELOCATION CLAIMS

To qualify for a Replacement Housing Payment, you must rent or purchase and occupy a comparable replacement unit **within one year from the date** you move from the displacement dwelling.

All claims for relocation benefits must be filed with the City **within eighteen (18) months** from the date on which you receive final payment for your property, or the date, on which you move, whichever is later.

6. LAST RESORT HOUSING ASSISTANCE

If comparable replacement dwellings are not available when you are required to move, or if replacement housing is not available within the monetary limits described above, the City will provide Last Resort Housing assistance to enable you to rent or purchase a replacement dwelling on a timely basis. Last Resort Housing assistance is based on the individual circumstances of the displaced person. Your relocation agent will explain the process for determining whether or not you qualify for Last Resort assistance.

If you are a tenant, and you choose to purchase rather than rent a comparable replacement dwelling, the entire amount of your rental assistance and Last Resort eligibility must be applied toward the down-payment and eligible incidental expenses of the home you intend to purchase.

7. RENTAL AGREEMENT

As a result of the City's action to purchase the property where you live, you may become a tenant of the City. If this occurs, you will be asked to sign a rental agreement which will

specify the monthly rent to be paid, when rent payments are due, where they are to be paid and other pertinent information.

8. EVICTIONS

Eviction for cause must conform to applicable State and local law. Any person, who occupies the real property and is not in unlawful occupancy on the date of initiation of negotiations, is presumed to be entitled to relocation benefits, unless the City determines that:

- The person received an eviction notice prior to the initiation of negotiations and, as a result, was later evicted; or
- The person is evicted after the initiation of negotiations for serious or repeated violation of material terms of the lease; and
- The eviction was not undertaken for the purpose of evading relocation assistance regulations.

Except for the causes of eviction set forth above, no person lawfully occupying property to be purchased by the City will be required to move without having been provided with at least 90 days written notice from the City.

9. APPEAL PROCEDURES - GRIEVANCE

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the City's Relocation Assistance Program may have the appeal application reviewed by the City and the City in accordance with the appeals procedure. Complete details on appeal procedures are available upon request from the City.

10. TAX STATUS OF RELOCATION BENEFITS

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been re-designated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

(IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding tax penalties under the Internal Revenue Code or (ii) promoting marketing or recommending to another party any matters addressed herein)

11. NON-DISCRIMINATION AND FAIR HOUSING

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the City's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination and fair housing laws. You may file a complaint if you believe you have been subjected to discrimination. For details contact the City.

12. ADDITIONAL INFORMATION AND ASSISTANCE AVAILABLE

Those responsible for providing you with relocation assistance hope to assist you in every way possible to minimize the hardships involved in relocating to a new home. Your cooperation will be helpful and greatly appreciated. If you have any questions at any time during the process, please do not hesitate to contact your relocation agent at Overland, Pacific & Cutler.

ATTACHMENT 4:
INFORMATIONAL BROCHURE BUSINESS AND NONPROFIT ORGANIZATIONS

**Relocation Assistance
Informational Statement
For Business, Farm & Nonprofit**

(California)

**CITY OF Madera
("City")**

Project Name:

Olive Avenue Widening Project

City Representative:



**Overland, Pacific & Cutler, LLC
1024 Iron Point Road, #100
FOLSOM, CA 95630
Phone: 800-400-7356**

**Spanish speaking agents are available. Si necesita esta información en español,
por favor llame a su agente.**



Informational Statement for Business & Non-Profit

(California)

Introduction

The property on which you now conduct your business is in an area to be improved by, or financed through, the City local funds. If and when the project proceeds, and it is necessary for you to move your business, you may be eligible for certain benefits. You will be notified in a timely manner as to the date by which you must move. Please read this information, as it will be helpful to you in determining your eligibility and the amount of the relocation benefits you may receive under the law. You will need to provide adequate and timely information to determine your relocation benefits. The information is voluntary, but if you don't provide it, you may not receive the benefits or it may take longer to pay you. We suggest you save this informational statement for reference.

The City has retained the professional firm of **Overland, Pacific & Cutler, LLC (OPC)** to provide relocation assistance to you. The firm is available to explain the program and benefits. Their address and telephone number is listed on the cover.

PLEASE DO NOT MOVE PREMATURELY. THIS IS NOT A NOTICE TO VACATE THE PROPERTY. However, if you desire to move sooner than required, you must contact your relocation agent at OPC, so you will not jeopardize any benefits. This is a general informational brochure only, and is not intended to give a detailed description of either the law or regulations pertaining to the City's relocation assistance program.

Please continue to pay your rent to your current landlord, otherwise you may be evicted and jeopardize the relocation benefits which you may be entitled to receive. Once the City acquires the property, you will also be required to pay rent to the City.

Summary of Available Relocation Assistance:

- A.** Advisory assistance to explain the relocation process, the City eligibility requirements, the procedures for obtaining reimbursement for moving expenses and referrals to suitable replacement locations
- B.** Payment for your moving expenses. You may receive one of the following options:
 - Option 1: A Payment for Actual Reasonable Moving and Related Expenses;** or
 - Option 2: A Fixed Payment In Lieu of a Payment for Actual Moving and Related Expenses**
- C.** Other help to reestablish your business and minimize the impact of the move including help in preparing claim forms to request relocation payments.

If you disagree with the City's decision as to your right to a relocation payment, or the amount of the payment, you may appeal that decision.

GENERAL RELOCATION QUESTIONS

1. How Will I Know I Am Eligible for Relocation Assistance?

Ordinarily, eligibility begins on the date the owner of the property receives the City's initial written offer to purchase the property. Therefore, you should not move before that date or receiving a notice of eligibility. If you do, you may not be eligible for relocation assistance.

2. How Will the City Know How Much Help I Need?

You will be contacted at an early date and personally interviewed by an agent of the City. The interviewer will want to get information about your current operation, as well as identify movable personal property and non-movable improvements, determine your needs and preferences for a replacement location, estimate the time required to vacate the premises and your need for advance payments. During the interview, you may want to discuss other issues relative to your move. It is to your advantage to provide as much information as possible so that the City, through its relocation agent, can assist you in moving with a minimum of hardship. The information you give will be kept in confidence.

3. How Soon Will I Have to Move?

Every reasonable effort will be made to provide you with sufficient time to find a suitable replacement location and reestablish your business. If possible, a mutually agreeable date for the move will be worked out. Unless there is an urgent need for the property (e.g., your occupancy would present a health or safety emergency), you will not be required to move without at least 90 days advance written notice. It is important, however, that you keep in close contact with the City so that you are aware of the time schedule for carrying out the project and the approximate date by which you will have to move.

4. Will I Have to Pay Rent to the City Before I Move?

You may be required to pay a fair rent to the City for the period between the acquisition of your property and the date that you move. Your rent and the terms of your tenancy will be generally the same as in the prior arrangement.

5. How Will I Find a Replacement Location?

Your relocation agent will provide you with current and continuing information on available replacement locations that meet your needs. You will also be provided with the names of local real estate agents and brokers who can assist you in finding the type of replacement location you require. However, you are urged to take an active role in identifying, and relocating to, a location of your choice. No one knows your needs better than you do. You will want a facility that provides sufficient space for your planned activities. You will also want to ensure that there are no zoning or other requirements which will unduly restrict your planned operations. Your relocation agent will explain which kind of moving costs are eligible for reimbursement and which are not eligible. That will enable you to carry out your move in the most advantageous manner.

6. What Other Assistance Will Be Available to Help Me?

In addition to help in finding a suitable replacement location, your relocation agent will help you secure the services of outside specialists, as necessary, to plan the move, as well as provide assistance during the actual move and in the reinstallation of machinery and/or other personal property. The range of services depends on the needs of the business being displaced. You should ask the City's relocation agent to tell you about the specific services that will be available to you.

7. I Have a Replacement Location and Want to Move. What Should I Do?

Before you make any arrangements to move, notify the City's relocation agent, in writing, of your intention to move. This should be done at least 30 days before the date you begin your move. The City will discuss the move with you and advise you of the relocation payment(s) for which you may be eligible, the requirements to be met, and how to obtain a payment.

8. I Plan to Discontinue My Business Rather than Move. What Should I Do?

If you have decided to discontinue your business rather than reestablish it, you may still be eligible to receive a payment. Contact the City's relocation agent and discuss your decision to discontinue your business. You will be informed of the payment, if any, for which you may be eligible, the requirements to be met, and how to obtain your payment.

9. What Kinds of Payments for Moving Expenses Will I Receive?

Every business is eligible for a relocation payment to cover the reasonable cost of moving. Assuming you meet certain eligibility criteria, you may choose one of the following options:

Option 1: A Payment for Actual Reasonable Moving and Related Expenses; or

Option 2: A Fixed Payment In Lieu of Moving and Related Expenses

These payment options are described below:

Option 1: Payment for Actual Reasonable Moving and _____ Expenses

If you choose a Payment for Actual Reasonable Moving and _____ Expenses, you may claim the cost of:

1. Transportation of personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the City determines that relocation beyond 50 miles is justified.
2. Packing, crating, unpacking, and uncrating of the personal property.
3. Disconnecting, dismantling, removing, reassembling, and reinstalling relocated machinery, equipment, and other personal property, and certain substitute personal property. This includes connection to utilities available within the building. It also includes modifications to the personal property, including those mandated by Federal, State or local law, code or ordinance, necessary to adapt it to the replacement structure, the replacement site, or the utilities at the replacement site, and modifications necessary to adapt the utilities at the replacement site to the personal property.
4. Storage of the personal property determined to be necessary by the City, not to exceed 12 months, unless the City determines that a longer period is warranted.
5. Insurance for the replacement value of the personal property in connection with the move and necessary storage.
6. The replacement value of property lost, stolen or damaged in the process of moving (not through fault or negligence of the displaced person, his or her agent or employee), where insurance covering such loss, theft or damage is not reasonably available.
7. Any license, permit, fees or certification required of your business at the replacement location. However, the payment may be based on the remaining useful life of the existing license, permit, fees or certification.
8. Reasonable and preauthorized professional services, the City determines to be necessary for (i) planning the move of the personal property, (ii) moving the personal property, and (iii) installing the relocated personal property at the replacement location.
9. Re-lettering signs and replacing stationary on hand at the time of displacement that is made obsolete as a result of the move.

10. Actual direct loss of tangible personal property incurred as a result of moving or discontinuing your business. The payment will consist of the lesser of:
 - (i) The fair market value in place of the item, as is for continued use at the displacement site, less the proceeds from its sale. (To be eligible for payment, you must make a good faith effort to sell the personal property, unless the City determines that such effort is not necessary. When payment for property loss is claimed for goods held for sale, the fair market value will be based on the cost of the goods to the business, not the potential selling price.); or
 - (ii) The estimated cost of moving the item as is, but with no allowance for storage; or for reconnecting a piece of equipment if the equipment is in storage or not being used at the acquired site. (If you elect to discontinue your business, the estimated cost will be based on a moving distance of 50 miles.)
11. Purchase of substitute personal property. If an item of personal property which is used as part of your business is not moved but is promptly replaced with a substitute item that performs a comparable function at the replacement site, you will be entitled to payment for the lesser of:
 - (i) The cost of the substitute item, including installation costs at the replacement site, minus any proceeds from the sale or trade-in of the replaced item; or
 - (ii) The estimated cost of moving and reinstalling the replaced item but with no allowance for storage. At the City's discretion, the estimated cost for a low cost or uncomplicated move may be based on a single bid or estimate.
12. The reasonable cost incurred in attempting to sell an item that is not to be relocated.
13. Searching for a replacement location. Your business is entitled to reimbursement for actual expenses, not to exceed \$2,500 as the City determines to be reasonable, which are incurred in searching for a replacement location including:
 - i) Transportation
 - ii) Meals and lodging away from home.
 - iii) Time spent searching, based on reasonable salary or earnings.
 - iv) Fees paid to a real estate agent or broker to locate a replacement site, exclusive of any fees or commissions City to the purchase of such site.
 - v) Time spent in obtaining permits and attending zoning hearings; and
 - vi) Time spent negotiating the purchase of a replacement site based on a reasonable salary or earnings.

14. When the personal property to be moved is of low value and high bulk, and the cost of moving the property would be disproportionate to its value in the judgment of the City, the allowable moving cost payment shall not exceed the lesser of: the amount which would be received if the property were sold at the site or the replacement cost of a comparable quantity delivered to the new business location.
15. Other City moving expenses as the City determines to be reasonable and necessary, including:
 - i) Connection to available nearby utilities from the right-of-way to improvements at the replacement site;
 - ii) Professional services performed prior to the purchase or lease of a replacement site to determine its suitability for your business operation, including but not limited to soil testing, feasibility and marketing studies (excluding any fees or commissions directly City to the purchase or lease of such site). At the City's discretion, a reasonable pre-approved hourly rate may be established
 - iii) Impact fees or one-time assessments for anticipated heavy utility usage, as determined by the City.

The City's relocation agent will explain all eligible moving costs, as well as those which are not eligible. You must be able to account for all costs that you incur, so keep all your receipts. The City will inform you of the documentation needed to support your claim.

You may minimize the amount of documentation needed to support your claim, if you elect to "self-move" your property. Payment for a self-move is based on the amount of an acceptable low bid or estimate obtained by the City. If you self-move, you may move your personal property using your own employees and equipment or a commercial mover. If you and the City cannot agree on an acceptable amount to cover the cost of the self-move, you will have to submit full documentation in support of your claim.

You may elect to pay your moving costs yourself and be reimbursed by the City or, if you prefer, you may have the City pay the mover directly. In either case, let the City's relocation agent know before you move. The City agent can help you select a reliable and reputable mover.

When a payment for "actual direct loss of personal property" or "substitute personal property" is made for an item, the estimated cost of moving the item may be based on the lowest acceptable bid or estimate obtained by the City. If not sold or traded-in, the item must remain at the old location and ownership of the item must be transferred to the City before you may receive the payment.

In addition to the reimbursable expenses described above, a small business, farm or non-profit organization may be eligible to receive a payment of up to \$25,000 for expenses

actually incurred in relocating and reestablishing its operation at a replacement site. Eligible expenses must be reasonable and necessary, as determined by the City. They may include but are not limited to the following:

1. Repairs or improvements to the replacement real property as required by federal, state or local law, code or ordinance.
2. Modifications to the replacement property to accommodate the business operation or make replacement structures suitable for conducting the business.
3. Construction and Installation costs for exterior signage to advertise the business.
4. Redecoration or replacement of soiled or worn surfaces at the replacement site, such as paint, paneling or carpeting.
5. Advertising of replacement location.
6. Estimated increased costs of operation during the first 2 years at the replacement site, for such items as:
 - a. Lease or rental charges
 - b. Personal or real property taxes
 - c. Insurance premiums, and
 - d. Utility charges (excluding impact fees)
7. Other items that the City considers essential to the reestablishment of the business.

The following is a non-exclusive listing of reestablishment expenditures not considered to be reasonable, necessary or otherwise eligible:

- Purchase of capital assets, such as office furniture, filing cabinets, and machinery or trade fixtures.
- Purchase of manufacturing materials, production supplies, product inventory, or other items used in the normal course of the business operation.
- Interest costs associated with any relocation expense or the purchase of replacement property.
- Payment to a part-time business in the home which does not contribute materially to the household income.

Option 2: Fixed Payment In Lieu of a Payment for Actual Reasonable Moving and Related Expenses

A displaced business, non-profit organization or farm may be eligible to choose a fixed payment in lieu of the payments for actual moving and related expenses and actual

reasonable reestablishment expenses. The payment may not be less than \$1,000.00 or more than \$40,000.00. For a business or farm, the payment is based on the average annual net earnings before Federal, State and local income taxes during the 2 taxable years immediately prior to the taxable year in which it was displaced. For a non-profit organization, the payment is based on the average of 2 years annual gross revenues less administrative expenses.

In order to qualify for this payment, the City must determine that:

1. The business owns or rents personal property which must be moved in connection with the displacement and for which an expense would be incurred in such move, and the business vacates or relocates from its displacement site.
2. The business cannot be relocated without a substantial loss of existing patronage (clientele or net earnings).
3. The business is not a part of a commercial enterprise having more than three other entities which are not being acquired by the City, and which are engaged in the same or similar business activities.
4. The business is not operated at the displacement dwelling/site solely for the purpose of renting such dwelling/site to others.
5. The business contributed materially to the income of the displaced person during the two (2) taxable years prior to displacement.

If the business or farm was not in operation for the full two years prior to displacement, the net earnings are based on the actual period of operation at the acquired site projected to an annual rate. Average net earnings may be based on a different period of time when the City determines it to be more equitable. Net earnings include any compensation paid to the owners of the business, a spouse or dependents. Proof of net earnings must be furnished to the City through income tax returns, certified financial statements, or other reasonable evidence which the City determines is satisfactory.

For a qualified non-profit organization, gross earnings may include membership fees, class fees, cash donations, tithes and receipts from sales or other forms of fund collection that enables the non-profit organization to operate. Administrative expenses are those for administrative support such as rent, utilities, salaries, advertising and other like items as well as fund raising expenses. Operating expenses for carrying out the purposes of the non-profit organization are not included in administrative expenses. The monetary receipts and expense amounts may be verified with certified financial statements or financial documents required by public agencies.

The City will inform you as to your eligibility for this payment option and the documentation you must submit to support your claim. Remember, when you elect to take this payment

option you are not entitled to reimbursement for any other moving expenses, i.e. **Option A** described above.

10. I Own an Outdoor Advertising Display. What Relocation Payment Will I Receive?

As the owner of an outdoor advertising display, you are eligible for a Relocation Payment For Actual Reasonable Moving and Related Expenses. You are not eligible to receive a Payment In Lieu of a Payment For Actual Reasonable Moving and Related Expenses.

If you choose not to relocate or replace the sign, the payment for "direct loss of personal property" would be the lesser of: (1) the depreciated reproduction cost of the sign, as estimated by the City, less the proceeds from its sale, or (2) the estimated cost of moving the sign without temporary storage. The City will inform you as to the exact costs that may be reimbursed.

11. How do I Receive a Relocation Payment?

You must file a claim for a relocation payment. The City's relocation agent will provide you with the required claim forms, assist you in completing them, and explain the type of documentation that you must submit in order to receive your relocation payments. If you must pay any relocation expenses before you move (e.g., because you must provide a security deposit if you lease your new location), discuss your financial needs with the City. You may be able to obtain an advance payment. An advance payment may be placed in "escrow" to ensure that the move will be completed on a timely basis.

If you are a tenant, you must file your claim within 18 months after the date you move. If you own the property, you must file within 18 months after the date you move, or the date you receive the final acquisition payment, whichever is later. However, it is to your advantage to file as soon as possible after you move. The sooner you submit your claim, the sooner it can be processed and paid. If you are unable to file your claim within 18 months, the City may extend this period.

You will be paid promptly after you file an acceptable claim. If there is any question regarding your right to a relocation payment or the amount of the payment, you will be notified, in writing, of the problem and the action you may take to resolve the matter.

12. Non-Discrimination

No person shall on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under the City's relocation assistance program pursuant to Title VI of the Civil Rights Act of 1964, Title VIII of the Civil Rights Act of 1968, and other applicable state and federal anti-discrimination laws. You may file a complaint if you believe you have been subjected to discrimination. For details, contact the City.

13. Appeals

Any person aggrieved by a determination as to eligibility for, or the amount of, a payment authorized by the City's Relocation Assistance Program may have the appeal application reviewed by the City and the City in accordance with the appeals procedure. Complete details on appeal procedures are available upon request from the City.

14. Tax Status of Relocation Benefits

California Government Code Section 7269 indicates no relocation payment received shall be considered as income for the purposes of the Personal Income Tax Law, Part 10 (commencing with Section 170 01) of Division 2 of the Revenue and Taxation Code, or the Bank and Corporation Tax law, Part 11 (commencing with Section 23001) of Division 2 of the Revenue and Taxation Code. Furthermore, federal regulations (49 CFR Part 24, Section 24.209) also indicate that no payment received under this part (Part 24) shall be considered as income for the purpose of the Internal Revenue Code of 1954, which has been redesignated as the Internal Revenue Code of 1986. The preceding statement is not tendered as legal advice in regard to tax consequences, and displacees should consult with their own tax advisor or legal counsel to determine the current status of such payments.

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15. Additional Information

If you have further questions after reading this brochure, please contact the City's relocation agent at **OPC**.

**ATTACHMENT 5:
APPEALS / GRIEVANCE PROCEDURES**

Purpose

The purpose of this article is to set forth the City of Madera’s guidelines for processing appeals from determinations as to eligibility or the amount of a relocation payment. The City of Madera is referred to herein as the “City”.

Right of Review

(a) Any complainant, that is any person who believes himself/herself aggrieved by a determination by the City as to eligibility or the amount of a relocation payment may, at his or her election, have his/her claim reviewed and reconsidered by the City in accordance with the procedures set forth in this article, as supplemented by the procedures the City shall establish for such review and reconsideration.

(b) A person or organization directly affected by the relocation project may petition the California Housing and Community Development Department (“HCD”) to review the final relocation plan to determine if the plan is in compliance with state laws and guidelines, or review the implementation of a relocation plan to determine if the City is acting in compliance with its relocation plan.

Notification to Complainant

If the City denies or refuses to consider a claim, the City’s notification to the complainant of its determination shall inform the complainant of its reasons, and the applicable procedures for obtaining review of the decision. If necessary, such notification shall be printed in a language other than English.

Stages of Review by the City

(a) **Request for Further Written Information.** A complainant may request the City to provide him or her with a full written explanation of its determination and the basis therefore, if he/she feels that the explanation accompanying the payment of the claim or notice of the City’s determination was incorrect or inadequate. The City shall provide such an explanation to the complainant within three weeks of its receipt of his or her request.

(b) **Informal Oral Presentation.** A complainant may request an informal oral presentation before seeking formal review and reconsideration. A request for an informal oral presentation shall be filed with the City within the period described in subsection (d) of this section. The City shall afford the complainant the opportunity to make such presentation before a management-level City staff person within the Community and Economic Development Agency designated by the City. The complainant may be represented by an attorney or other person of his/her choosing at his/her expense. This oral presentation shall enable the complainant to discuss the claim with the designated City staff person. The City shall be given the opportunity to respond to the presentation and participate in the discussion. The designated City staff person shall make a summary of the matters discussed in the oral presentation to be included as part of its file. The right

to formal review and reconsideration shall not be conditioned upon requesting an oral presentation.

(c) **Written Request for Review and Reconsideration.** At any time within the period described in subsection (d), a complainant may file a written request with the City for formal review and reconsideration. The complainant may include in the request for review any statement of fact within the complainant's knowledge, belief or other material that may have a bearing on the appeal. If the complainant requests more time to gather and prepare additional material for consideration or review and demonstrates a reasonable basis therefore, the City may grant the complainant's request allowing a specified period of time to gather and prepare additional material.

(d) **Time Limit for Requesting Review.** A complainant desiring either an informal oral presentation or seeking formal review and reconsideration shall make a request to the City within eighteen months following the date he/she moves from the property.

Formal Review and Reconsideration by the City

(a) **General.** The City shall consider the request for formal review and shall decide whether a modification of City's initial determination or the City staff determination pursuant to the informal review process above, as applicable, is necessary. This formal review shall be conducted by the City. The City shall consider the complaint regardless of form, and Board staff shall, if necessary, provide assistance to the claimant in preparing the written claim. When a claimant seeks review, Board staff shall inform him/her that he/she has the right to be represented by an attorney at the claimant's expense, to present his/her case by oral or documentary evidence, to submit rebuttal evidence, to conduct such cross-examination as may be required for a full and true disclosure of facts, and to seek judicial review once he/she has exhausted the administrative appeal. The City shall be given the opportunity to respond to the claim and participate in the formal review before the Board.

(b) **Scope of Review.** The Board shall review and reconsider the City's initial determination or the City staff person's determination, as applicable, of the claimant's case in light of: (1) all material upon which City based its original determination, including all applicable rules and regulations, except that no evidence shall be relied upon where a claimant has been improperly denied an opportunity to controvert the evidence or cross-examine the witness; (2) the reasons given by the claimant for requesting review and reconsideration of the claim; (3) any additional written or relevant documentary material submitted by the claimant; (4) any further information which the Board, in its discretion, obtains by request, investigation, or research, to ensure fair and full review of the claim.

(c) **Determination on Review by the City.** The determination on review by the Board shall include, but is not limited to: (a) the Board's decision on reconsideration of the claim; (b) the factual and legal basis upon which the decision rests, including any pertinent explanation or rationale; and (c) a statement to the claimant that administrative remedies have been exhausted and judicial review may be sought. The determination shall be in

writing with a copy provided to the claimant and the City. The Board's decision shall be binding on the City.

(d) **Time Limits.** The City shall issue its determination on review as soon as possible but no later than six weeks from receipt of the last material submitted for consideration by the claimant or the date of the hearing, whichever is later. In the case of complaints dismissed for un-timeliness or for any other reason not based on the merits of the claim, the City shall furnish a written statement to the claimant stating the reason for the dismissal of the claim as soon as possible but not later than two weeks from receipt of the last material submitted by the claimant, or the date of the hearing, whichever is later.

Refusals to Waive Time Limitation

Whenever the City rejects a request by a claimant for a waiver of the time limits, the claimant may file a written request for reconsideration of this decision, except that such written request for reconsideration shall be filed within 90 days of the claimant's receipt of the City's determination.

Extension of Time Limits

The time limits specified may be extended for good cause by the City.

Recommendations by Third Party

Upon agreement between the claimant and the City, a mutually acceptable third party or parties may review the claim and make advisory recommendations thereon to the City for its final determination.

In reviewing the claim and making recommendations to the City, the third party or parties shall be guided by the provisions of this Appeals/Grievance Procedure.

Review of Files by Claimant

Except to the extent the confidentiality of material is protected by law or its disclosure is prohibited by law, the City and City shall permit the claimant to inspect all files and records bearing upon his or her claim or the prosecution of the claimant's grievance. If a claimant is improperly denied access to any relevant material bearing on the claim, such material may not be relied upon in reviewing the initial determination.

Effect of Determination on Other Persons

The principles established in all determinations by the Housing, Residential Rent, and Relocation Board shall be considered as precedent for all eligible persons in similar situations regardless of whether or not a person has filed a written request for review. All written determinations shall be kept on file and available for public review.

Right to Counsel

Any aggrieved party has a right to representation by legal or other counsel at his or her expense at any and all stages of the proceedings set forth in these sections.

Stay of Displacement Pending Review

If a complainant seeks to prevent displacement, the City shall not require the complainant to move until at least 20 days after the City has made a determination and the complainant has had an opportunity to seek judicial review. In all cases the City shall notify the complainant in writing 20 days prior to the proposed new date of displacement.

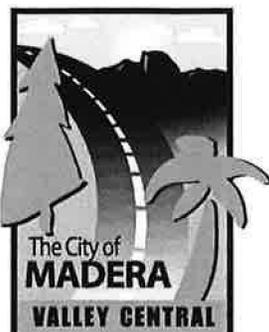
Joint Complainants

Where more than one person is aggrieved by the failure of the City to refer them to comparable permanent or adequate temporary replacement housing, the complainants may join in filing a single written request for review. A determination shall be made by the City for each of the complainants.

Judicial Review.

Nothing in this Appeals/Grievance Procedure shall in any way preclude or limit a claimant or City from seeking judicial review of a claim upon exhaustion of such administrative remedies as are available herein.

Report to City Council



Council Meeting of June 6, 2018
Agenda Item Number B-10

Approved by:

Wendy Siles

Department Director

Steve Kronen

City Administrator

Informational Report on Personnel Activity

REQUESTED ACTION

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

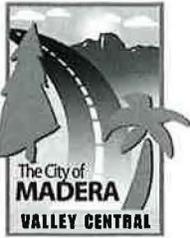
SUMMARY OF PERSONNEL ACTIVITY

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

Name	Position	Department	Effective Date
Jared Maciel	Police Officer Trainee	Police	5/12/18
Nicole Hernandez	Program Leader I	Parks & Community Services	5/1/18
Janessa Fernandes	Program Leader I Lifeguard Swim Instructor	Parks & Community Services	5/22/18
Esmeralda Lara	Program Leader I	Parks & Community Services	5/14/18
Kassandra Mendoza	Program Leader I	Parks & Community Services	5/18/18
Nicole Gibbs	Program Leader I Lifeguard Swim Instructor	Parks & Community Services	5/22/18

The following employees separated from employment with the City since our last report.

Name	Position	Department	Effective Date
Moroni Montuy	Accounting Tech I – Part Time	Finance	4/13/18
Michael Felipe	Water System Worker I	Public Works – Water	4/24/18



REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez

Department Director

Steve Erayen

City Administrator

Council Meeting of: June 6, 2018

Agenda Number: B-11

SUBJECT: Informational Report – Change from Detailed Minutes to Action Minutes for City Council Meetings

RECOMMENDATION: This is an informational report. No action is needed.

SUMMARY: The City Clerk Department will begin preparing action minutes for City Council meetings including backlog. The implementation of action minutes will provide for more timely completion of meeting minutes and allow for more efficient use of City Clerk staff time in other areas within the department.

Action minutes contain very little narrative and are typically limited to motions and votes, and any legal requirements such statements that public hearings are opened and closed, and reading is waived and title is read on ordinances. Detailed minutes contain full discussion on items and are almost verbatim.

DISCUSSION: The City's Communications Specialist Joseph Carrello implemented live streaming of City Council meetings via YouTube beginning with the May 17, 2017 meeting. Links to the videos are available on the City's website, agenda page. Members of the public who are unable to watch the livestream can access the video recordings as early as the next business day following a council meeting if not sooner. In addition, the City maintains an audio recording of meetings for a three-year period. Staff will consider maintaining the video recordings for a like time or longer if necessary.

The City Clerk Department currently prepares detailed minutes which are very time consuming. As more meetings are held and meetings run longer, staff has found that detailed minutes can take an exorbitant amount of time to transcribe, proof, and finalize. The City Clerk Department is staffed by two full time personnel. The demands of the department are such that no single area within the department is given the proper attention required and as a result efficiencies are lost and a chain reaction of backlog is created in several areas within the department.

Government Code Section 36814 states that a record of the proceedings of City Council meetings must be kept but it does not specify a format for this record. A survey of California cities conducted in 2017 showed that 53 out of 55 cities responded that they prepare action or summary-action minutes with most offering video streaming and archival of meeting videos.

Please refer to Attachment A for a sample of an item prepared with detailed discussion versus action format. As Council knows, discussion on a single item can be several pages long when transcribed. A simpler item is presented to demonstrate the difference.

This report is informational only. Staff will immediately implement change from detailed minutes to action minutes for all council meeting minutes including the backlog.

FINANCIAL IMPACT: Staff time will be redirected to other areas/duties within the department that have fallen behind in an effort to run a more efficient operation. With the implementation of this change, the need to request an additional staff person in the City Clerk Department can be deferred until such time as more resources become available.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The requested action is not specifically addressed in the Vision Plan nor is it in conflict with the Plan.

ATTACHMENT A

AGENDA ITEM MINUTES PREPARED IN DETAILED FORMAT

- D-1 Consideration of a Resolution Approving a Request from Madera County Clerk - Recorder and Registrar of Voters for Waiver of Rental Fees for a City Facility to be Used as a Polling Place for the 2017 Madera County Special Election**

Director of Parks and Community Services Mary Anne Seay stated that as is customary, in advance of an election, the City received a letter from the County Recorder and Registrars Voters Office requesting the use of one of the City's facilities for voting for a special election on March 7th. She added that the County is requesting to not be charged a fee. Ms. Seay commented that they are careful not to use the word fee waiver; they would absorb the cost into the General Fund. They anticipate that the hard costs would be less than \$100 for a staff person to open the facility. She added that the opportunity lost is negligible as they would rarely rent the facility for an entire day on a Tuesday. Ms. Seay offered to answer any questions.

Mayor Medellin asked if there are any questions for Ms. Seay. No questions were asked and Mayor Medellin announced he would take direction from his colleagues.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM D-1, RES. NO. 17-22 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

**RES. NO. 17-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A REQUEST FROM MADERA COUNTY CLERK - RECORDER AND REGISTRAR
OF VOTERS FOR WAIVER OF RENTAL FEES FOR A CITY FACILITY TO BE USED AS A
POLLING PLACE FOR THE 2017 SPECIAL ELECTION**

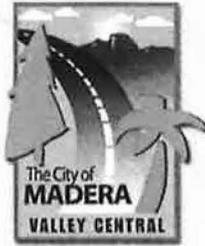
AGENDA ITEM MINUTES PREPARED IN ACTION FORMAT

- D-1 Consideration of a Resolution Approving a Request from Madera County Clerk - Recorder and Registrar of Voters for Waiver of Rental Fees for a City Facility to be Used as a Polling Place for the 2017 Madera County Special Election**

The report was presented by the Director of Parks and Community Services Mary Anne Seay.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM D-1, RES. NO. 17-22 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER RIGBY.

**RES. NO. 17-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A REQUEST FROM MADERA COUNTY CLERK - RECORDER AND REGISTRAR
OF VOTERS FOR WAIVER OF RENTAL FEES FOR A CITY FACILITY TO BE USED AS A
POLLING PLACE FOR THE 2017 SPECIAL ELECTION**

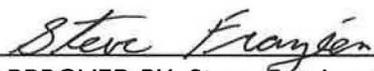


REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 6, 2018
AGENDA ITEM NUMBER B-12



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



APPROVED BY: Steve Frazier, City Administrator

SUBJECT: A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A SECOND AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council approve an Amendment to the Food Service Agreement with Madera Unified School District (MUSD) providing meals to eligible youth during the Summer Food Service Program. Staff further recommends Council authorize the Mayor to execute the Amendment to the Agreement on behalf of the City.

SUMMARY

The Summer Food Service Program (SFSP) is a federally-funded, state-administered program. The SFSP reimburses sponsors for providing healthy meals to children and teens in low-income areas during periods when they are out of school for fifteen (15) or more consecutive school days. The program is available to children ages eighteen (18) and under.

The City and MUSD entered into a three-year Food Services Agreement in 2016 to provide Madera's youth with a healthy meal during out-of-school months. The program operated at five (5) City locations last year after operating at four (4) in previous summers. Based on data from last year's program, MUSD would like to move the newly added 5th site (Madera Sunrise Rotary Park) to McNally Park. Additionally, the City has requested to add the Madera Fairgrounds as a meal service location for a total of six (6) meal sites in 2018.

DISCUSSION:

Children need healthy food all year long. During the school year, many children receive free and reduced-price breakfast and lunch through the School Breakfast and National School Lunch Programs offered by MUSD. When school is out of session during the summer months, many local children are at risk of hunger which is one of the most severe roadblocks to the learning process. Lack of nutrition during the summer months has the potential to start a cycle for poor academic performance and is proven to make children more prone to illness and other health issues. The SFSP is designed to fill that nutrition gap and make sure children get the nutritious meals they need.

MUSD serves in the capacity of the local sponsor; their Child Nutrition Department prepares and delivers meals to sites, administers the program, and communicates data with the CDE. MUSD receives reimbursement payments for the meals they serve. Children 18 years and younger may receive free meals and persons with disabilities who are 19 and older and participate in school programs for mentally or physically disabled people are also eligible.

There are two reasons for the recommended amendment to the Food Services Agreement. The first came in the form of a request from MUSD to replace Madera Sunrise Rotary Park with McNally Park. The program at Madera Sunrise Rotary Park yielded less than ideal numbers during the 2017 season. Brian Chiarito, MUSD's Director of Child Nutrition, indicated that feedback from district administrators led to their request to eliminate Madera Sunrise Rotary and to include McNally Park. The proximity of McNally Park to Sierra Vista and Virginia Lee Rose Schools and its pedestrian accessibility make it a desirable location for their program. The second request was initiated by the City for meal service for its camp program located at the Madera Fairgrounds during the month of June.

These locations will be added to the four (4) original sites where the program has traditionally operated: Lions Town and Country Park, Centennial Park, Pan-American Community Center and Rotary Park. PCS staff will assist in marketing efforts. MUSD will ensure that all SFSP staff is trained on proper handling and distribution of food as mandated by the funding agency. All associated staff must pass a criminal background check to include Live Scan fingerprinting and must be cleared to work with children.

FINANCIAL IMPACT:

Because there is no monetary exchange between the District and the City as a result of this Agreement, the Agreement and its Amendment have no negative impact to the City's General Fund. The City simply provides meal service locations and marketing assistance while our program participants benefit from a daily nutritious meal; the District is reimbursed for staffing and operational costs by the USDA via the CDE.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions are consistent with the following Vision Madera 2025 strategies:

Action 305.4: Expand youth service club and promote community services provided.

Strategy 404: Promote increased community wellness.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A SECOND AMENDMENT TO THE FOOD SERVICE AGREEMENT WITH
MADERA UNIFIED SCHOOL DISTRICT TO PROVIDE MEALS TO ELIGIBLE YOUTH DURING
THE SUMMER FOOD SERVICE PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE
THE SECOND AMENDMENT TO THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera provides recreation programs and facilities to the youth of Madera;
and

WHEREAS, Madera Unified School District (MUSD) operates a Summer Food Service Program made
available by the United States Department of Agriculture (USDA); and

WHEREAS, MUSD is a qualified and established vendor providing food services that meet the
guidelines provided by the USDA; and

WHEREAS, MUSD provides a nutritious meal served to qualified youth at Centennial Park, Rotary Park, Pan-
American Community Center, and Lions Town and Country Park; and

WHEREAS, MUSD and the City have an existing Agreement outlining the terms and conditions for
the provision of food services at the above listed locations; and

WHEREAS, MUSD and the City wish to amend the Agreement to include a change in service
location from Madera Sunrise Rotary Park to McNally Park and the addition of a service location at the
Madera District Fairgrounds to accommodate City sponsored day camp programs.

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

1. The above recitals are true and correct.
2. The proposed Amendment to the Food Service Agreement between the City and Madera
Unified School District, a copy of which is on file in the Office of the City Clerk and is referred to
for full particulars, is approved.
3. The Mayor is authorized to execute the Amendment to the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

* * * * *

Madera Unified School District
and

The City of Madera

***2nd AMENDMENT TO FOOD SERVICE
AGREEMENT***

This 2nd Amendment to the Food Service Agreement dated the 25th day of May, 2016, and amended on the 19th day of April, 2017, is made and entered into this 7th day of June, 2018, by and between Madera Unified School District ("District") and The City of Madera ("City").

In consideration of the mutual obligations of the parties herein, District and City agree that the Food Service Agreement dated May 25th, 2016 and Amended on _____, is amended to omit services at the following location:

Madera Sunrise Rotary Park
1901 Clinton Street
Madera, CA 93638

and add services to the following locations:

Madera District Fair
1850 Cleveland Avenue
Madera, CA 93968

and

McNally Park
825 South A Street
Madera, CA 93638

All other provisions of the agreement shall remain in full force and effect.

Madera Unified School District:

by: Todd Lile
Superintendent

Signature: _____

Date: _____

City of Madera:

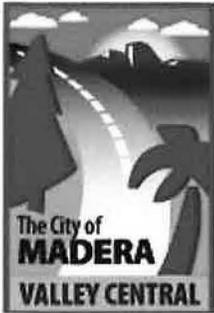
by: Andrew J. Medellin
Mayor, City of Madera

Signature: _____

Date: _____

Approved as to form:

Brent Richardson, City Attorney:



REPORT TO CITY COUNCIL

COUNCIL MEETING OF June 6, 2018

AGENDA ITEM NUMBER B-13

APPROVED BY:


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION ACCEPTING A GRANT AWARD FROM THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

RECOMMENDATION:

Staff recommends that Council adopt a resolution accepting a grant award from the San Joaquin Valley Air Pollution Control District (District) Public Benefit Program Alt-Fuel Component and authorizing the City Administrator, or designee, to execute all required documents on behalf of the City of Madera.

DISCUSSION:

On July 7th 2016, the City submitted an application to the District's Public Benefit Program Alt-Fuel Component grant program for the purpose of obtaining four new Compressed Natural Gas (CNG) vehicles. These vehicles would replace existing vehicles in the City's fleet that have reached or exceeded their useful life. Receipt of such an award would provide our community with modern and less polluting transportation for Staff, while also relieving it of the obligation to replace or maintain a portion of our aging fleet. The City received notice on May 24th, 2018 that the District had approved this application and fully awarded its request. As a result, our community is eligible to receive \$80,000 from the District for the purchase of four new CNG vehicles. However, the District requires all grantees to formally accept such awards and Staff urges Council to adopt the attached resolution in order to satisfy the terms of this program.

FISCAL IMPACT:

Acceptance of the District's grant award will positively impact the General Fund by relieving it of fully funding the replacement or maintenance of four aged city vehicles.

VISION MADERA 2025 PLAN:

Approval of the attached resolution accepting this grant supports the objectives of Strategy 115 by seeking 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,
AUTHORIZING THE ACCEPTANCE OF A GRANT AWARD FROM THE SAN JOAQUIN
VALLEY AIR POLLUTION CONTROL DISTRICT PUBLIC BENEFIT PROGRAM ALT-FUEL
COMPONENT AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO
EXECUTE ALL REQUIRED GRANT DOCUMENTS**

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles; and

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the San Joaquin Valley Air Pollution Control District (District) has imposed said fees; and

WHEREAS, said legislation requires District to use said funds for activities related to reducing air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, the City of Madera (City) has proposed a project that meets the eligibility criteria of the District's Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

WHEREAS, City represents that it is willing and able to perform the activities set forth herein.

**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 City of Madera accepts award #C-46989-A from the District, a copy of which is on file with the City Clerk and referred to for particulars.
3. The City Administrator, or his/her designee, is hereby authorized and directed to enter into and execute the Standard Agreement for award #C-46989-A and any and all other documents required or deemed necessary or appropriate to secure this grant on behalf of the City of Madera.
4. This resolution is effective immediately.

May 24, 2018

Randy Collin
City of Madera
1030 S. Gateway Dr.
Madera, CA 93637

RE: **Project Status: Agreement**
Public Benefit Program Alt-Fuel Component - Project Number: **C-46989-A**

Dear Randy Collin:

Thank you for your interest in the San Joaquin Valley Air Pollution Control District (SJVAPCD) Incentive Programs. Your project has been approved for funding.

Please find the grant amount on the enclosed contract under the section: **COMPENSATION**.

Note: If the actual project costs are less than the estimated costs stated in your application, the funding amount may be reduced.

An agreement is enclosed along with the SJVAPCD Disclosure of Funds form. Please carefully review the terms and conditions of the agreement and verify that the information in the agreement is accurate. In addition, please review and complete the Disclosure of Funds form. Please sign and return both the agreement and the Disclosure of Funds form to the SJVAPCD Central Region Office in Fresno, California no later than **June 07, 2018**.

Agreements are executed after signatures from all parties involved (Applicant and SJVAPCD) have been obtained. **Do not** purchase, order, or in any way take possession of the new alternative fuel vehicle(s) until you are notified that your agreement has been executed. **Your agreement is not yet executed.**

Please do not date or place any stamps on the agreement. The agreement will be dated when the final signature is received.

If you have any questions, please call (559) 230-5800 or email grants@valleyair.org and the Incentive Programs staff will be happy to assist you. Please be sure to reference your Project Number **C-46989-A**.

Sincerely,

Public Benefit Program Staff
Incentive Programs

Seyed Sadredin

Executive Director/Air Pollution Control Officer Application Received: 07/15/2016 2:23:00 PM

Enclosures (2)

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: 661-392-5500 FAX: 661-392-5585

**SJVAPCD Disclosure of Funds
Identification of Potential Co-Funding**

Public Benefit Program Alt-Fuel Component
Project Number: **C-46989-A**

To be eligible to receive incentive funding from the San Joaquin Valley Air Pollution Control District (SJVAPCD), you **must** indicate below if you have applied for or received funding from any other sources for this project. You must also indicate if you intend to apply for additional funding from other sources in the future for this project. Examples of additional funding sources include, but are not limited to, the USDA EQIP, California Air Resources Board, and private sources. Additionally, you are required to disclose the value of any current financial incentive that directly reduces the project cost; including tax credits or deductions, grants, or other public financial assistance; of the new alternative fuel vehicle(s) in this project.

Information provided on this form may be shared as required by federal, state, and local laws. Any owner, designee, or other third party who is found to have submitted multiple applications or signed multiple contracts for this same specific project without proper disclosure shall be disqualified from funding for that project from all sources within the control of the SJVAPCD, other air districts, or ARB.

NOTE: Applying for or receiving funding from other sources for this project does not necessarily preclude you from applying for or receiving funding from the SJVAPCD.

Applicant certifies (please check one):

Yes, I **HAVE** applied for funding from other sources. List applicable Source, Program and Project/Reference Number(s).

Indicate Funding amount \$ _____

No, I **HAVE NOT** applied and **WILL NOT** apply for funding from other sources.

Please list here any current financial incentive(s) you have received which directly reduces the project cost:

Steve Frazier
Contract Signing Authority

Contract Signing Authority Signature

Date

(Date required on this document, do not date the contract.)**

SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT
PUBLIC BENEFIT GRANTS PROGRAM
FUNDING AGREEMENT
(New Alternative Fuel Vehicle Purchase)

This Agreement is made and entered into this _____ day of _____, 2018, by and between the SAN JOAQUIN VALLEY UNIFIED AIR POLLUTION CONTROL DISTRICT, a unified air pollution control district formed pursuant to California Health and Safety Code section 40150 et seq. (District), and **City of Madera** (Participant).

WITNESSETH:

WHEREAS, the California Clean Air Act (CCAA) requires local air pollution control districts to reduce emissions from motor vehicles;

WHEREAS, AB 2766, AB 923, SB 709, and AB 2522 authorize districts to impose fees upon certain registered motor vehicles within the district, and the governing board of the District has imposed said fees;

WHEREAS, said legislation requires District to use said funds for activities related to reduce air pollution from motor vehicles and for related planning, monitoring, enforcement, and technical studies necessary for the implementation of the California Clean Air Act of 1988; and

WHEREAS, the District has developed other funding mechanisms in order to provide grant monies for its incentive programs; and

WHEREAS, on August 11, 2011, the District began accepting applications to approve for funding those projects deemed to be most suitable for vehicle license fees and other funding; and

WHEREAS, Participant has proposed a project that meets the eligibility criteria of the Public Benefit Grants Program, New Alternative Fuel Vehicle Purchase Component and has been approved by the District for funding; and

1 **WHEREAS**, Participant represents that it is willing and able to perform the
2 activities set forth herein.

3 **NOW, THEREFORE**, based on their mutual promises, covenants, and
4 conditions, the parties hereby agree as follows:

5 **1. PROJECT**

6 The Participant agrees to purchase and place into service the type and
7 number of new alternative fuel vehicle(s) as set forth in the application attached hereto
8 and incorporated herein as Exhibit A. Participant agrees, that at the date of execution
9 of this Agreement, Participant has not yet purchased, taken possession, or ordered said
10 vehicle(s) and agrees to furnish all labor, materials, equipment, licenses, permits, fees,
11 and other incidentals necessary to perform and complete, per schedule, in a
12 professional manner, the requirements described herein. Participant agrees and
13 represents that purchase of the specified vehicle(s) subject of this Agreement is/are not
14 required by or to be used for compliance with any local, state, or federal rule or
15 regulation, settlement agreement, mitigation agreement, memorandum of
16 understanding (MOU), memorandum of agreement (MOA), or other legal mandate
17 currently in effect. Participant waives all rights to any emission reduction credits that
18 may accrue as a result of purchase of the specified vehicle(s).

19 In the event of any conflict between or among the terms and conditions of
20 this Agreement and the exhibit incorporated herein, such conflict shall be resolved by
21 giving precedence in the following order of priority:

- 22 1. To the text of this Agreement
- 23 2. Exhibit to this Agreement

24 **2. TIMETABLE/PERIOD OF PERFORMANCE**

25 Participant shall purchase and place the new alternative fuel vehicle(s)
26 into service, and submit all final claims as outlined in Paragraph 3, **no later than one**
27 **(1) year from the execution date of this Agreement.** If the Participant cannot meet
28 the project timetable as set forth herein, the Participant must notify the District in writing

1 and request to amend the Agreement to provide the Participant additional time to meet
2 all performance requirements under the Agreement. Such request is subject to review
3 and approval by the District. Participant agrees to amend the Agreement as necessary,
4 if requested by the District, to ensure the project is completed within the timetable
5 approved by the District.

6 A. **Agreement Period:** The Participant shall own and operate the new
7 alternative fuel vehicle(s) purchased under this Agreement according to the terms of
8 this Agreement for no less than three (3) years from the date in which the vehicle(s)
9 is/are first placed into service.

10 **3. COMPENSATION**

11 The total obligation of the District under this Agreement shall not exceed
12 **Eighty Thousand And 00/100 dollars (\$80,000.00)** for the purchase of the new
13 alternative fuel vehicle(s) identified in Exhibit A. The maximum funding provided per
14 vehicle is limited to the corresponding Eligible Amount identified in Exhibit A.

15 Participant shall obtain through other sources sufficient additional monies
16 to fund the total cost of the vehicle(s) as outlined in Exhibit A. In the event funding from
17 other sources for the total cost of the vehicle(s) is not received by Participant, District
18 reserves the right to terminate or re-negotiate this Agreement.

19 A. **Payments:** Advance payments shall not be permitted. The District
20 shall issue payment to Participant upon receipt of a properly supported and verified
21 claim for payment as specified in the Public Benefit Grants Program, New Alternative
22 Fuel Vehicle Purchase Component payment procedures document. The payment
23 procedures document shall be provided to Participant by the District. Payment is for
24 reimbursement to the Participant for the purchase of new alternative fuel vehicle(s) and
25 funding shall only be allowed toward the purchase of the specific vehicle(s) described
26 in Exhibit A. The District reserves the right to reduce the funding paid to the Participant
27 if it is determined that the actual invoiced costs paid by the Participant for the purchase
28 of the new vehicle(s) is/are less than the Total Eligible Amount specified in Exhibit A.

1 The District also reserves the right to reduce the funding if the Participant receives or
2 will receive co-funding from a third party that, in addition to the District's funding,
3 exceeds the total invoiced cost(s) of the new alternative fuel vehicle(s) purchased under
4 this Agreement. Participant is required to disclose all such information to the District
5 prior to the execution date of this Agreement. The Participant will not be reimbursed by
6 the District for the purchase of the new alternative fuel vehicle(s) if the Participant has
7 purchased, taken possession, or ordered the said new vehicle(s) prior to the execution
8 date of this Agreement.

9 Concurrently with the submission of any claim for payment, Participant
10 shall certify (through copies of invoices issued, checks, receipts, and the like) that
11 complete payment has been made or invoiced. Participant understands that any
12 payment received from the District to fund the vehicle(s) in this Agreement may be
13 subject to taxation and the District will issue a form 1099 to the Participant. Any tax
14 liability on the funds provided by the District shall be the sole responsibility of the
15 Participant.

16 B. **Surplus Funds:** Any compensation, which is not expended by
17 Participant pursuant to the terms and conditions of this Agreement by the project
18 completion date, shall automatically revert to District. Only expenditures incurred by
19 Participant in the direct performance of this Agreement will be reimbursed by District.

20 **4. NON-ALLOCATION OF FUNDS**

21 The terms of this Agreement are contingent on the approval and receipt
22 of funds by the appropriating government agency. Should sufficient funds not be
23 allocated, the services provided may be modified or this Agreement terminated at any
24 time by giving Participant thirty (30) days' prior written notice.

25 **5. ANNUAL REPORTING**

26 Participant shall submit annual reports on the vehicle(s) that include the
27 following information:

- 28 1. Participant contact information;

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- 2. Proof of current California registration for the new alternative fuel vehicle(s);
- 3. Proof of insurance as required by paragraph 11.
- 4. Annual miles or hours traveled (including mileage/activity or hour/activity logs for documentation);
- 5. Summary of maintenance performed;
- 6. Any other pertinent information requested by the District on a form to be provided to the Participant by the District.

Annual reporting will be required for three (3) subsequent years following the purchase of the new alternative fuel vehicle(s). The first year annual report is due on the anniversary date of when the new alternative fuel vehicle(s) was/were first placed into service and for each ensuing year thereafter. Noncompliance with the reporting requirements shall result in on-site monitoring by District personnel and will impact the Participant's ability to receive funding from the District for future projects. Participants with annual reports more than six (6) months late will not be granted any additional grant funds from the District until all reports are satisfactorily submitted.

The District or representative designated by the District reserves the right to monitor the vehicle(s), enforce the terms of this Agreement at any time during the Agreement Period specified in subparagraph 2.A, and pursue repayment of funds for non-compliance within the terms and conditions of this Agreement or applicable state laws or regulations.

6. TERMINATION

A. Breach of Agreement: District may immediately suspend or terminate this Agreement, in whole or in part, where in the determination of District there is:

- 1. An illegal or improper use of funds;
- 2. A failure to comply with any term of this Agreement;
- 3. A substantially incorrect or incomplete annual report submitted

1 to the District;

2 In no event shall any payment by District constitute a waiver by District of
3 any breach of this Agreement or any default, which may then exist on the part of
4 Participant. Neither shall such payment impair or prejudice any remedy available to the
5 District with respect to the breach or default. District shall have the right to demand of
6 Participant the repayment to the District of any funds disbursed to Participant under this
7 Agreement which in the judgment of District were not expended in accordance with the
8 terms of this Agreement. Participant shall promptly refund any such funds upon
9 demand.

10 In addition to immediate suspension or termination, District may impose
11 any other remedies available at law, in equity, or otherwise specified in this Agreement.
12 The District may prohibit Participant from participating in all other District and State grant
13 programs in the future.

14 **B. Without Cause:** Either party may terminate this Agreement at any
15 time upon giving the other party at least thirty (30) days' advance written notice of
16 intention to terminate. The District shall have the right to demand prompt repayment of
17 a portion or all monies expended under this Agreement as provided in paragraph 3 if
18 the Participant does not meet all obligations under this Agreement upon such
19 termination.

20 **7. MODIFICATION**

21 Any matters of this Agreement may be modified from time to time by the
22 written consent of all the parties without in any way affecting the remainder.

23 **8. INDEPENDENT CONTRACTOR**

24 In performance of the work, duties, and obligations assumed by
25 Participant (also referred to in this section as 'Contractor') under this Agreement, it is
26 mutually understood and agreed that Contractor, including any and all of Contractor's
27 officers, agents, and employees, will at all times be acting and performing as an
28 independent contractor and shall act in an independent capacity and not as an officer,

1 agent, servant, employee, joint venture, partner, or associate of District or ARB.
2 Furthermore, District shall have no right to control or supervise or direct the manner or
3 method by which Contractor shall perform its work and function. However, District shall
4 retain the right to administer this Agreement so as to verify that Contractor is performing
5 its obligations in accordance to the terms and conditions thereof. Contractor and District
6 shall comply with all applicable provisions of law and the rules and regulations, if any,
7 of governmental authorities having jurisdiction over matters the subject thereof.

8 Because of its status as an independent contractor, Contractor shall have
9 absolutely no right to employment rights and benefits available to District employees.
10 Contractor shall be solely liable and responsible for providing to, or on behalf of, itself
11 all legally required employee benefits. In addition, Contractor shall be solely responsible
12 and save District harmless from all matters relating to payment of Contractor's
13 employees, including compliance with social security, withholding, and all other
14 regulations governing such matters. It is acknowledged that during the term of this
15 Agreement, Contractor may be providing services to others unrelated to District or to
16 this Agreement.

17 **9. NON-ASSIGNMENT**

18 Participant may not assign, sell, transfer, license, or subcontract any rights
19 or obligations to a third party within or outside of the District's boundaries without the
20 express prior consent of the District for the duration of the Agreement Period specified
21 in subparagraph 2.A. If the Participant sells or transfers ownership of the vehicle(s) or
22 any portion thereof for any reason, or is required to replace the vehicle(s) with cleaner
23 vehicle(s) prior to the end of the Agreement Period, the Participant must request and
24 receive written consent from the District prior to selling or transferring ownership of the
25 vehicle(s) or any portion thereof.

26 Prior to completing the transaction, the Participant understands that it is
27 responsible to inform the party purchasing the vehicle(s) of the Agreement provisions
28 and disclose the remaining Agreement term. The Participant shall be responsible for

1 establishing an agreement between the new owner and District in order to facilitate the
2 transfer of the Agreement provisions and terms. The Participant shall provide the
3 prospective new owner with valid contact information for the District so the new owner
4 can assume legal responsibility under the original Agreement or enter into a new
5 Agreement with the District, for the remainder of the Agreement Period. Participant
6 understands that they shall not be relieved of their legal obligation to fulfill the conditions
7 of this Agreement unless the new owner has assumed responsibility through an
8 executed agreement with the District.

9 **10. INDEMNIFICATION**

10 Participant agrees to indemnify, save, hold harmless, and at District's
11 request, defend the District, its boards, committees, representatives, officers, agents,
12 and employees from and against any and all costs and expenses (including reasonable
13 attorneys' fees and litigation costs), damages, liabilities, claims, and losses (whether in
14 contract, tort, or strict liability, including, but not limited to, personal injury, death, and
15 property damage) which arise or are alleged to arise directly or indirectly from any act
16 or omission of Participant, its officers, agents, sub participants, or employees in their
17 performance of this Agreement, or out of the operations of the Participant.

18 **11. INSURANCE AND VEHICLE WARRANTY**

19 Participant is responsible for securing warranty and maintaining
20 replacement value insurance on the new alternative fuel vehicle(s) for the duration of
21 the Agreement Period specified in subparagraph 2.A. The new alternative fuel
22 vehicle(s) purchased through this Agreement must not be tampered with or modified in
23 any such manner than would void the warranty of the vehicle(s). Insurance coverage
24 must be sufficient to repay the District's investment in case major damage to the new
25 alternative fuel vehicle(s) occurs during the Agreement Period. A copy of the current
26 insurance for each vehicle purchased under this Agreement is required to be submitted
27 annually with the Participant's annual report.

28 In the event that the new alternative fuel vehicle(s) purchased under this

1 Agreement is/are in an accident, stolen, destroyed, or otherwise rendered temporarily
2 or permanently inoperable, the Participant must immediately inform the District of such
3 damage(s) and repair or replace the vehicles(s) within three (3) months from the date
4 of the occurrence at the Participant's expense and to the standards which meet all
5 program requirements for the remainder of the Participant's obligation under this
6 Agreement.

7 If the Participant repairs a vehicle rendered temporarily inoperable, said
8 repairs shall include any and all repairs necessary to restore the vehicle and any
9 optional equipment purchased under this Agreement to a reasonable condition. If the
10 Participant replaces a vehicle rendered permanently inoperable; said replacement shall
11 include an equivalent vehicle(s) that, at a minimum, meets all program eligibility
12 requirements, including emission level, Gross Vehicle Weight Rating (GVWR), etcetera.
13 As the replacement of a vehicle may require an amendment to the existing Agreement,
14 the Participant must receive prior authorization from the District in advance of any
15 purchases, and must provide any and all replacement vehicle information to the District.

16 In the event the Participant does not repair or replace vehicle(s) that
17 become inoperable to fulfill the Agreement Period specified in subparagraph 2.A, the
18 District may undertake actions pursuant to this Agreement, including recouping a
19 portion or all incentive funds provided for the vehicle(s) in question.

20 **12. RECORD KEEPING**

21 Participant shall maintain records sufficient to provide, on an annual basis,
22 information regarding annual mileage, fuel usage, invoices, general maintenance
23 details, correspondence associated with the application, award, agreement, monitoring,
24 enforcement, and reporting requirements and any other available information that may
25 be deemed pertinent to the evaluation of the program for at least two (2) years after the
26 equipment project term or three (3) years after final payment, whichever is later.
27 Records shall be readily available and accessible to the District, or District designated
28 representative, upon request for the purposes of ongoing evaluations or auditing.

1 **13. NOTICES**

2 The persons and their addresses having authority to give and receive
3 notices under this Agreement are as follows:

4 PARTICIPANT	5 DISTRICT
6 Steve Frazier	7 Seyed Sadredin
8 City Administrator	9 Executive Director/APCO
10 City of Madera	11 San Joaquin Valley Unified APCD
12 205 W. Fourth St.	13 1990 East Gettysburg Ave.
14 Madera, CA 93637	15 Fresno, CA 93726

16 Any and all notices between District and Participant provided for or
17 permitted under this Agreement or by law shall be in writing and shall be deemed duly
18 served when personally delivered to one of the parties, or in lieu of such personal
19 service, when deposited in the United States mail, postage prepared, addressed to such
20 party.

21 **14. AUDITS AND INSPECTIONS**

22 In addition to enforcement by the District or designated representative(s)
23 of the District, the District reserves the right to perform audits of vehicle(s) and
24 documentation and enforce the terms of this Agreement at any time during the
25 Agreement term.

26 If, after audit, the District makes a determination that funds provided to the
27 Participant pursuant to this Agreement were not spent in conformance with this
28 Agreement or any other applicable provisions of law, the Participant agrees to
immediately reimburse District all funds determined to have been expended not in
conformance with said provisions.

1 **15. POLITICAL ACTIVITY PROHIBITED**

2 None of the funds, materials, property, or services provided under this
3 Agreement shall be used for any political activity, or to further the election or defeat of
4 any candidate for public office contrary to federal or state laws, statutes, regulations,
5 rules, or guidelines.

6 **16. LOBBYING PROHIBITED**

1 None of the funds provided under this Agreement shall be used for
2 publicity, lobbying, or propaganda purposes designed to support or defeat legislation
3 before the Congress of the United States of America or the Legislature of the State of
4 California.

5 **17. CONFLICT OF INTEREST**

6 No officer, employee, or agent of District who exercises any function or
7 responsibility for planning and carrying out the services provided under this Agreement
8 shall have any direct or indirect personal financial interest in this Agreement. Participant
9 shall comply with all federal and state conflict of interest laws, statutes, and regulations,
10 which shall be applicable to all parties and beneficiaries under this Agreement and any
11 officer, agent, or employee of District.

12 **18. GOVERNING LAW**

13 This Agreement shall be governed in all respects by the laws of the State
14 of California. Venue for any action arising out of this Agreement shall only be in Fresno
15 County, California.

16 **19. COMPLIANCE WITH LAWS**

17 The Participant shall comply will all federal and state laws, statutes,
18 regulations, rules, and guidelines which apply to its performance under this Agreement,
19 including California driving eligibility and financial liability laws.

20 **20. BINDING ON SUCCESSORS**

21 This Agreement, including all covenants and conditions contained herein,
22 shall be binding upon and inure to the benefit of the parties, including their respective
23 successors-in-interest, assigns, and legal representatives.

24 **21. TIME IS OF THE ESSENCE**

25 It is understood that for Participant's performance under this Agreement,
26 time is of the essence. The parties reasonably anticipate that Participant will, to the
27 reasonable satisfaction of District, complete all activities provided herein within the time
28 schedule outlined in this Agreement, provided that Participant is not caused

1 unreasonable delay in such performance.

2 **22. DATA OWNERSHIP**

3 Upon termination or expiration of this Agreement, all data which is
4 received, collected, produced, or developed by Participant under this Agreement shall
5 become the exclusive property of District, provided, however, Participant shall be
6 allowed to retain a copy of any non-confidential data received, collected, produced, or
7 developed by Participant under this Agreement subject to District's exclusive ownership
8 rights stated herein. Accordingly, Participant shall, if requested, surrender to District all
9 such data which is in its possession (including its sub participants or agents), without
10 any reservation of right or title, not otherwise enumerated herein.

11 District shall have the right at reasonable times during the term of this
12 Agreement to inspect and reproduce any data received, collected, produced, or
13 developed by Participant under this Agreement. No reports, professional papers,
14 information, inventions, improvements, discoveries, or data obtained, prepared,
15 assembled, or developed by Participant, pursuant to this Agreement, shall be released
16 or made available (except to District) without prior, express written approval of District
17 while this Agreement is in force, and except as otherwise required under the California
18 Public Records Act.

19 **23. NO THIRD-PARTY BENEFICIARIES**

20 Notwithstanding anything else stated to the contrary herein, it is
21 understood that Participant's services and activities under this Agreement are being
22 rendered only for the benefit of District, and no other person, firm, corporation, or entity
23 shall be deemed an intended third-party beneficiary of this Agreement.

24 **24. SEVERABILITY**

25 In the event that any one or more of the provisions contained in this
26 Agreement shall for any reason be held to be unenforceable in any respect by a court
27 of competent jurisdiction, such holding shall not affect any other provisions of this
28 Agreement, and the Agreement shall then be construed as if such unenforceable

1 provisions are not a part hereof.

2 **25. ENTIRE AGREEMENT**

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

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

PARTICIPANT

DISTRICT

City of Madera

San Joaquin Valley Air Pollution Control District

Steve Frazier
City Administrator

Seyed Sadredin
Executive Director/APCO

Approved as to legal form:
San Joaquin Valley Unified Air Pollution Control District

Annette Ballatore-Williamson
District Counsel

Approved as to accounting form:
San Joaquin Valley Unified Air Pollution Control District

Mehri Barati, C.P.A.
Director of Administrative Services

For accounting use only:
Program: _____
Account No.: _____

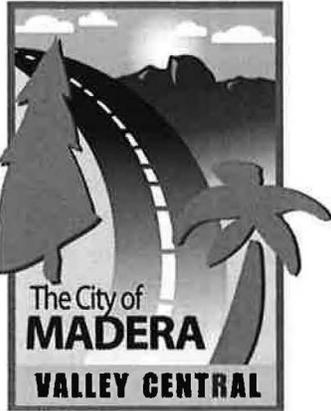
SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT
 Public Benefit Grants Program
 New Alternative Fuel Vehicle Purchase Component

Unit	New Vehicle Model Year	New Vehicle Make and Model	Vehicle Type	Natural Gas Conversion Test Group (if applicable)	Eligible Amount
1	2017	Ford F250	CNG	HFMXD06.26CH or HFMXD06.26BC	\$20,000.00
2	2017	Ford F250	CNG	HFMXD06.26CH or HFMXD06.26BC	\$20,000.00
3	2017	Ford F250	CNG	HFMXD06.26CH or HFMXD06.26BC	\$20,000.00
4	2017	Ford F250	CNG	HFMXD06.26CH or HFMXD06.26BC	\$20,000.00

Total Number of Vehicles: 4

Total Eligible Amount: \$80,000.00

REPORT TO CITY COUNCIL



Council Meeting of June 6, 2018

Agenda Item Number B-14

Approved by:

Wendy Sileo
Department Director

Steve Frayler
City Administrator

Consideration of a Minute Order Rejecting a Claim filed by Matthias Aguilar

RECOMMENDATION

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

HISTORY

A claim was filed on May 1, 2018, by Mr. Aguilar. The claimant is alleging damages to the interior of their vehicle caused by the Madera Police Department. Mr. Aguilar is seeking \$724.00 in damages.

SITUATION

The claimant alleges on March 4, 2018, they were pulled over by the Madera Police Department for expired registration. Mr. Aguilar is alleging that after picking up his vehicle from Eppler's Towing, on March 5, 2018, he noticed damages to the interior of his vehicle. Mr. Aguilar states on his claim form that Eppler's Towing told him they picked up his vehicle in those conditions. He is seeking \$724.00 in damages to repair the following: cd player deck including installation, glove box, door assembly, screws, nuts, hinges, and stop cable.

Suzanne Johnson, AIMS, investigated the claim. She reviewed Police Report #18M-02022 and spoke with Lieutenant Dan Foss and Officer Dunn. According to the Police Report, the incident occurred on Almond Avenue and Granada. Mr. Aguilar was driving a 1989 Chevy Silverado with an expired registration. The vehicle was impounded at Eppler's Towing. The Police Report described the vehicle as being in fair condition with faded paint and minor scratches. It also had a special black wheel and inside were CD's, papers, a gas can, toothpaste, and a steering wheel lock. A supplemental report was written on May 8th, 2018 by Officer Dunn. The supplemental report stated that Officer Dunn inventoried a Chevy Silverado prior to it being towed. When the officer pressed the release

button of the glove compartment, the door opened and detached from the glove compartment.

Lieutenant Dan Foss spoke with Officer Dunn and confirmed that the glove compartment door detached upon pressing the release button. According to Officer Dunn, Mr. Aguilar was present when it happened. Officer Dunn stated he made a lawful stop. Since Mr. Aguilar's registration was more than 6-months expired, Officer Dunn had the authority to tow and impound the Chevy Silverado. Officer Dunn stated that when he conducted an inventory of the vehicle the glove box was loose and not in good condition. Officer Dunn stated Mr. Aguilar was present and he was allowed to take some items out of the vehicle before it was towed. Mr. Aguilar did not state any damages at the time. However, he seemed upset about the whole ordeal. Mr. Aguilar filed a complaint about the officer's overall presence but the complaint was un-sustained.

Based upon AIMS investigation, there is no evidence to suggest that the Madera Police Department damaged Mr. Aguilar's vehicle. When interviewed by Ms. Johnson, Mr. Aguilar stated that he did not notice any damages to his vehicle following Officer's Dunn inventory search. Therefore, having found no evidence of negligence and/or liability on the part of the City of Madera and/or its Police Department Ms. Johnson is recommending the City reject the claim as filed. Staff concurs with her recommendation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Rejection of claims filed under Government Code §910 is not addressed in the Vision or Action Plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

WHEN I LEFT THE LOCATION OF VIOLATION WITH FORCE AND BROKE
MY INTERIOR WHERE THE ~~GREEN~~ GLOVE BOX IS AND WAS ATTACHED
TO MY CD PLAYER AND SOME OF THE VENTS ARE LOCATED. MARCH 5,
2018 WENT TO PICK UP OUT OF IMPOUND WHICH WAS LOCATED AT
EPPLER AND NOTICED ALL DAMAGE WHEN TRUCK WAS RETURNED TO ME.
ASKED EPPLER ABOUT DAMAGE AND SIMPLY SAID THIS WAS HOW THEY
PICKED IT UP.

TRIM PLATE
AIR OUTLET BEZEL } ITEMS
RETAINER

COUNCIL MEETING OF:
June 6, 2018

AGENDA ITEM NUMBER:
C-1

REPORT TO THE CITY COUNCIL

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

SUBJECT: 2018 General Plan Amendments - Cycle I

Public hearing and consideration of a resolution of the City Council of the City of Madera amending the Parks and Recreation Element and Circulation and Infrastructure Element of the General Plan of the City of Madera, as follows:

A. GPA 2018-01 – Parks and Recreation Element

An application to amend the Parks and Recreation Element in order to be consistent with recently adopted ordinance adding Title X, Chapter 2, Section 1300 et seq. to the Madera Municipal Code pertaining to acquisition of park lands as provided by the Quimby Act.

B. GPA 2018-02 – Circulation and Infrastructure Element

An application to amend the Circulation and Infrastructure Element's Figure C1-1: Circulation Master Plan, to correct omissions to and update the adopted circulation map. Impacted streets which will be added to the arterial street classification are a segment of Gateway Drive, north of Almond Avenue. Impacted streets which will be added to the collector street classification include a segment of Granada Drive, between Cleveland Avenue and Kennedy Street, and a proposed extension of Kennedy Street, between Lake Street and Austin Street.

RECOMMENDATION:

The Planning Commission and staff recommend that the Council, after considering public testimony, adopt a resolution approving the General Plan amendments.

DISCUSSION:

Background

The State Government Code limits the number of times a local General Plan can be updated to four "cycles" per year. There are two applications included in Cycle I.

Parks and Recreation Element

Recently, the City adopted an ordinance to provide for the acquisition of park lands. This ordinance was required as part of Action Item PR-10.1, which directed staff to "evaluate and implement, if adopted, a Park Impact and Parkland Dedication Ordinance consistent with the Quimby Act." With adoption of the ordinance, certain edits reflective of the implementation of

the new Quimby Act ordinance are necessary within the Parks and Recreation Element in order to provide consistency between the General Plan element and the new ordinance.

Although dispersed throughout the element, the majority of edits within the document address the question of what lands may be counted toward the required three acres of park space per each one thousand residents as required within the recently adopted Quimby Act ordinance. In the 2009 General Plan Parks and Recreation Element, a policy was put in place where all land less than three acres in size could not be counted toward satisfying the three acres per thousand requirement. That policy is not consistent with the Quimby Act, thus requiring amendment of the element. Those areas once considered ineligible for park dedication had been named "Non-Park Public Areas" within the element. Those titles have been changed to "Other Park Areas" since, in many instances, these less-than-three-acre properties may be counted toward the three acres per one thousand resident requirement. Excerpts of the General Plan Parks and Recreation element are included as Exhibit A.

Circulation and Infrastructure Element

The proposed update to the Circulation and Infrastructure Element changes the street classification of three street segments in the City. The purpose for the proposed changes is to correct omissions and update the adopted circulation map. The following street segments are proposed for reclassification:

- 1.) Granada Drive, between Cleveland Avenue and Kennedy Street – from Local to Collector Street;
- 2.) Kennedy Street, extension and realignment of Kennedy Street, from Lake Street to Austin Street – as a Collector Street;
- 3.) Gateway Drive, north of Almond Avenue to the State Route 99 off-ramp onto Gateway Drive –from Local to Arterial Street.

In each case, these changes are corrections to the adopted map, which is attached as Exhibit B. The City Engineer has identified the need to make these corrections so as to accordingly reflect each road segments function within the City's network of streets, protecting the capacity of the roadway and the speed of traffic, subsequently providing suitable street facilities into the future.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements in the Vision Plan is "a well-planned city." The maintenance of the General Plan actively implements this key concept of the Vision Plan.

FISCAL IMPACT:

None.

REFERENCE MATERIALS:

Planning Commission Resolution No. 1828
City Council Resolution
Exhibit A – Amended Parks and Recreation Element
Exhibit B – Amended General Plan Master Circulation Map

RESOLUTION NO. 1828

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF AMENDMENTS TO THE GENERAL PLAN PARKS AND RECREATION ELEMENT NECESSARY TO PROVIDE CONSISTENCY WITH THE ZONING ORDINANCE AND THE GENERAL PLAN CIRCULATION AND INFRASTRUCTURE ELEMENT IN ORDER TO CORRECT OMISSIONS IN THE CIRCULATION MASTER PLAN MAP

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, the City has recently adopted a Park Impact and Parkland Dedication Ordinance consistent with the Quimby Act; and

WHEREAS, adoption of the Park Impact and Parkland Dedication Ordinance necessitates certain amendments to the Parks and Recreation Element of the General Plan be completed in order to provide consistency between the Ordinance and the Parks and Recreation Element, as shown in the attached Exhibit A; and

WHEREAS, the City recently discerned certain omissions in the City of Madera General Plan Circulation Master Plan map contained within the Circulation and Infrastructure Element of the General Plan; and

WHEREAS, the aforementioned omissions to the City of Madera General Plan Circulation Master Plan map have been addressed in the amended map, as shown in the attached Exhibit B; and

WHEREAS, the proposed amendments to the General Plan will provide consistency between the General Plan, Zoning, and existing and future land uses; and

WHEREAS, the proposed amendments to the General Plan are compatible with the neighborhoods of the City, and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhoods or the City; and

WHEREAS, the proposed amendments to the General Plan were contemplated and addressed within the 2009 Environmental Impact Report to the Madera General Plan.; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information, and considered testimony received as a part of the public hearing process.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Planning Commission has considered and confirmed that the proposed amendments to the General Plan were contemplated and addressed within the 2009 Environmental Impact Report to the Madera General Plan; and
3. Based upon the testimony and information presented at the hearing, and all evidence in the whole record pertaining to this matter, the Planning Commission hereby recommends the approval of the proposed amendments to the General Plan.
4. The proposed amendments are hereby found consistent with all elements of the Madera General Plan.
5. This resolution is effective immediately.

* * * * *

Passed and adopted by the Planning Commission of the City of Madera this 8th day of May, 2018, by the following vote:

AYES: Commissioners Robert Gran Jr., Israel Cortes, Bruce Norton,
Kenneth Hutchings, Richard Broadhead

NOES: None

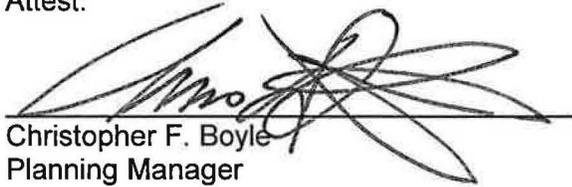
ABSTENTIONS: None

ABSENT: Pamela Tyler, Jim DaSilva



Robert Gran Jr., Chairperson
Planning Commission

Attest:


Christopher F. Boyle
Planning Manager

RESOLUTION NO. ____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA APPROVING AMENDMENTS TO THE GENERAL
PLAN PARKS AND RECREATION ELEMENT NECESSARY TO
PROVIDE CONSISTENCY WITH THE ZONING ORDINANCE
AND THE GENERAL PLAN CIRCULATION AND
INFRASTRUCTURE ELEMENT IN ORDER TO CORRECT
OMISSIONS IN THE CIRCULATION MASTER PLAN MAP**

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various Plans; and

WHEREAS, the City has recently adopted a Park Impact and Parkland Dedication Ordinance consistent with the Quimby Act; and

WHEREAS, adoption of the Park Impact and Parkland Dedication Ordinance necessitates certain amendments to the Parks and Recreation Element of the General Plan be completed in order to provide consistency between the Ordinance and the Parks and Recreation Element, as shown in the attached Exhibit A; and

WHEREAS, the City recently discerned certain omissions in the City of Madera General Plan Circulation Master Plan map contained within the Circulation and Infrastructure Element of the General Plan; and

WHEREAS, the aforementioned omissions to the City of Madera General Plan Circulation Master Plan map have been addressed in the amended map, as shown in the attached Exhibit B; and

WHEREAS, the proposed amendments to the General Plan will provide consistency between the General Plan, Zoning, and existing and future land uses; and

WHEREAS, the proposed amendments to the General Plan are compatible with the neighborhoods of the City, and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhoods or the City; and

WHEREAS, the proposed amendments to the General Plan were contemplated and addressed within the 2009 Environmental Impact Report to the Madera General Plan; and

WHEREAS, the Planning Commission adopted a resolution recommending adoption of the aforementioned amendments to the Parks and Recreation Element and the Circulation and Infrastructure Elements of the General Plan;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The proposed amendments to the Parks and Recreation Element and the Circulation and Infrastructure Elements of the General Plan were contemplated and addressed within the 2009 Environmental Impact Report to the Madera General Plan.
3. The proposed amendments are hereby found consistent with all elements of the Madera General Plan.
4. The proposed amendment of the Parks and Recreation Element of the General Plan is hereby approved.
5. The proposed amendment of the Circulation and Infrastructure Element of the General Plan is hereby approved.
6. This resolution is effective immediately.

* * * * *



CHAPTER 11: PARKS AND RECREATION ELEMENT

PURPOSE

This Element establishes goals and policies that plan for the existing and future parks and recreation needs of the community. While not as specific as the Parks and Recreation Master Plan, this Element establishes a framework to ensure adequate public parks, trails and recreation facilities as the city grows and changes.

INTRODUCTION

The City of Madera recognizes the importance of quality recreation and parks in making Madera a great place to live and do business. As described in Vision Madera 2025, the community envisions safe, well-maintained parks and recreational centers conveniently located and accessible throughout the community. Residents expressed a strong desire for every neighborhood to have a park within safe and easy walking distance.



The City's existing parks system serves thousands of residents and visitors each year and plays an important role in the physical, mental, social, and environmental health of the Madera community. Civic leaders understand that a quality park, recreation, and open space system strengthens the community through improved quality of life, economic development, cultural unity, human development and health and wellness.

This Element of the General Plan works in concert with the **Parks and Recreation Master Plan** (adopted separately) to identify existing facilities and programs, assess how they are used, identify where additional park facilities and/or programs are needed, and provide guidelines to best meet these needs. Both documents serve as a framework of goals and policies to assure efficient stewardship of the City's parks and public spaces, recreation facilities, and natural resources. This Parks and Recreation Element provides more general guidance; the Parks and Recreation Master Plan, by comparison, is a detailed action plan for the Department of Parks and Community Services.

Madera's parks and recreation facilities are thoroughly enjoyed by residents, with sports fields and picnic areas often at capacity. While there are more than 320 acres¹ of parks and recreation, there are not currently (2008) enough fields for popular sports such as soccer and baseball. The City's neighborhood parks are predominately located in the eastern half of the city.

¹ Note: This figure includes the City's 180-acre golf course. Public parks total approximately 143 acres.

CITY PARK AND RECREATION FACILITIES

Open Space in Madera



The Fresno River is a major open space resource for Madera.

The issue of Open Space is closely related to Parks and Recreation. While open spaces are not “parks,” they can provide important benefits for both Madera residents and the natural systems that still exist in the Planning Area. *The City’s goals and policies for the preservation of open space for a variety of uses (protecting natural open areas, watersheds, and environmentally sensitive areas such as creeks and riparian areas; preserving farmland; and ensuring the safety of persons and property) are addressed in the Conservation, Land Use, and Health and Safety Elements of this General Plan. The reader is invited to consult those Elements for detailed policies and actions dealing with open space in all its forms.*

The City provides extensive recreation and community facilities for its residents. Madera manages eight community centers in the city, as well as an additional five senior centers in the unincorporated area outside the city. One of the most popular destinations in the hot summer months is the aquatic center at Centennial Park.

In addition to Madera’s Municipal Golf Course, a full range of recreational opportunities are offered in the park system including soccer fields, baseball and softball fields, volleyball and basketball courts, tournament-level horseshoe pits, an outdoor amphitheater, playgrounds, a skate park, a community garden, and the Vern McCullough Fresno River trail.

Existing (2008) parks in Madera are shown in **Table PR-A**, on the following page.

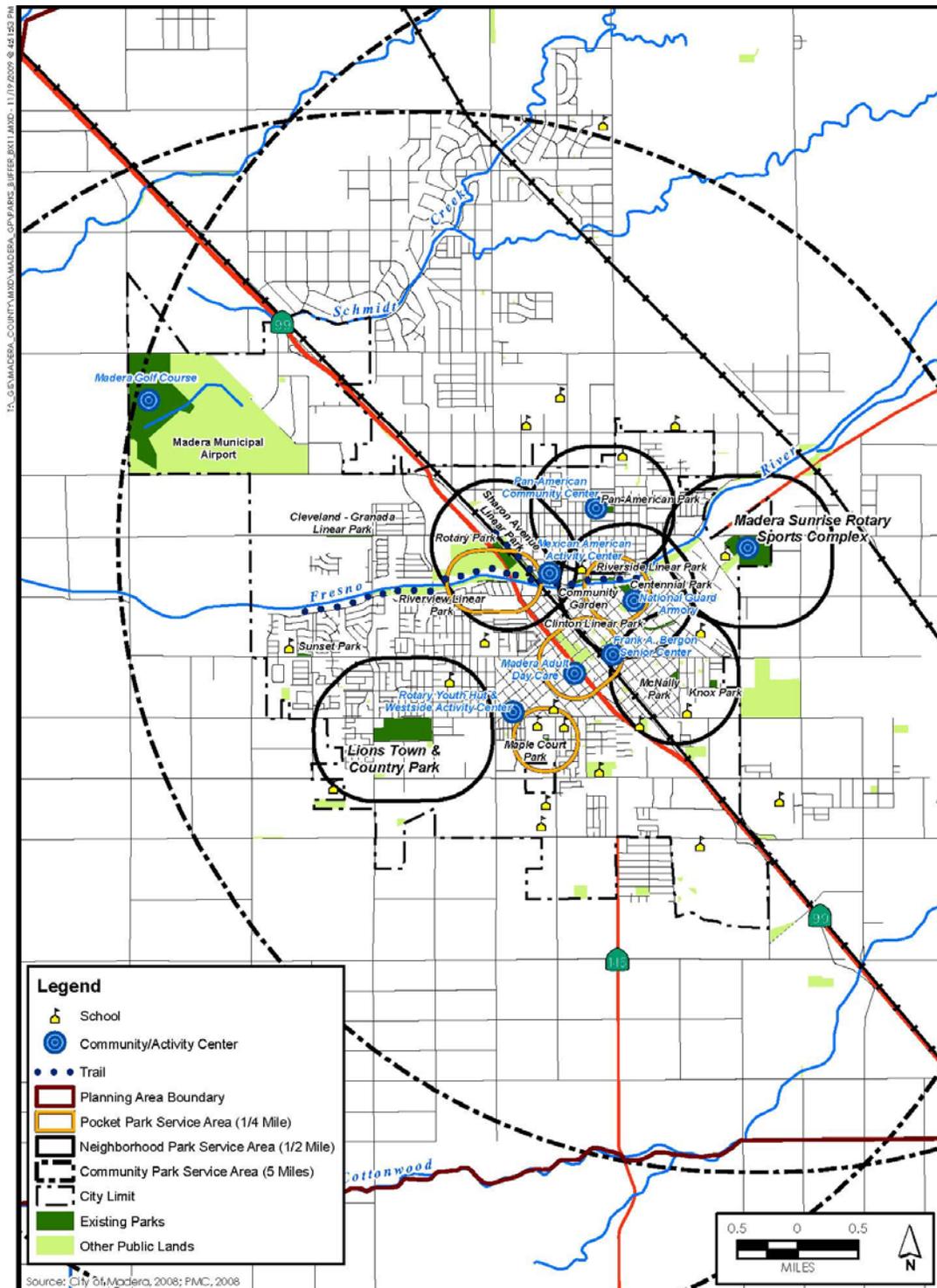
Another notable feature of Madera’s parks system is the Vern McCullough Fresno River Trail. Vision Madera 2025 describes the River Trail as a recognized feature of the city, providing valued recreation, access and mobility opportunities for pedestrians, runners and bicyclists.

TABLE PR-A: EXISTING (2009) PUBLIC PARKS IN MADERA

Parks by Classification	Acres
Community Parks	
Lions Town & Country Community Park	50.36
Madera-Sunrise Rotary Sports Complex	48.94
Rotary Park	9.67
Total Community Park Acreage	108.97
Neighborhood Parks	
Centennial Neighborhood Park	3.53
Knox Neighborhood Park	2.09
McNally Neighborhood Park	1.93
Pan-American Neighborhood Park	4.66
Total Neighborhood Park Acreage	12.21
Pocket Parks	
Community Garden (Pocket Park)	0.31
Maple Court Pocket Park	0.41
Riverview Pocket Park	0.65
Sunset Park	1.40
Total Pocket Park Acreage	2.77
Linear Parks	
Cleveland-Granada Linear Park	2.24
Clinton Linear Park	2.07
Riverside Linear Park	3.31
Sharon Avenue Parkway	1.50
Total Linear Park Acreage	9.12

Parks by Classification	Acres
Trails	
Vern McCullough Fresno River Trail	12.45
Total Trails Acreage	12.45
Special Use Facility	
Madera Municipal Golf Course	179.95
Total Special Use Facility Acreage	179.95
County Parks	
Parkwood Neighborhood Park (not in City boundary)	2.24
Courthouse Park	3.25
Total County Acreage in Madera	5.49
Total Acreage	
Total Parkland within City	325.47
Total City of Madera Developed Parkland	145.52

FIGURE PR-1: EXISTING PARKS



PARKS AND RECREATION GOALS

The City’s Parks and Recreation Goals, shown below, are based on the outcomes of Madera Vision 2025, which set out a number of specific steps that would be followed to create an enhanced parks and recreation system. These goals (and the policies and actions that follow) define in broad terms **what** the City desires for its parks and recreation system and **how** it will be implemented.

The goals, policies, and actions in this Element provide guidance to Madera’s decision-makers, residents, and staff on how to achieve the City’s future park and recreation system.

<p>GOAL PR-1</p>	<p>Park Facility Goal: A system of parks and recreation facilities and programs that enhance quality of life; improve public health and safety; are distributed throughout the city; and are responsive to the needs and interests of the people who live and work in Madera.</p>
<p>GOAL PR-2</p>	<p>Recreation Goal: Recreation programs and community services that respond to resident needs, promote community, strengthen neighborhoods, and encourage healthy lifestyles.</p>
<p>GOAL PR-3</p>	<p>Implementation Goal: Adequate and reliable funding for the acquisition, development, rehabilitation, and maintenance of parks, community facilities, recreation facilities, trails, and other park-related facilities.</p>

PARKS AND RECREATION POLICIES

The policies and actions below are arranged into categories, based on their focus. Policies are provided for:

- Parks and Facilities;
- Implementation;
- Connectivity and Access to Trails and Parks;
- Neighborhood Park Distribution and Planning;
- Recreation Facility Uses and Distribution;
- Recreation Program Types And Distribution;
- Park and Green Space Design.

Goals, policies, and actions related to Open Space are found in the Conservation Element of this General Plan and in the Land Use Element.

PARKS AND FACILITIES POLICIES

The following policies define the City's overall standards for the physical facilities that make up the parks system. These policies implement the **Park Facility Goal** and, by providing areas for recreation, help implement the **Recreation Goal**.

Policy PR-1▶

The City shall endeavor to develop and maintain a complete system of public parks distributed throughout the City that provides opportunities for passive and active recreation at a minimum of 3 (three) acres per 1,000 (one thousand) residents.

Policy PR-2▶

The following are the City's Park and Landscape Area Classifications. These Classifications are described in more detail in the City's Parks and Recreation Master Plan, which should be consulted for in-depth information on the features that may be provided in each type of facility.

The Classifications below cover two general types of facilities:

- **Public Parks** are those areas which the City considers to be part of the parkland area requirement stated in Policy PR-1. These include Neighborhood, Community, and Regional Parks, together with Sports Complexes and Special Use Facilities.
- ~~[Non-Park Public~~ **Other Park Areas** which are not "parks," but which serve other,] parks-related functions. These include Paseo/greenbelt areas and Linear Landscape Areas, Pocket Parks, open space, etc.

Descriptions of each type of facility are provided below. Expanded descriptions and requirements are included in the City's Parks and Recreation Master Plan.

PUBLIC PARK TYPE: NEIGHBORHOOD PARK

Neighborhood Parks are the most important type of park in Madera. Neighborhood Parks are large enough to include both passive and active facilities (including sports fields), but are small enough to be placed in neighborhoods, where they serve the needs of residents in a local setting.

Neighborhood Parks are typically five (5) to ten (10) acres size, but must be at least three (3) acres.

Neighborhood Parks serve the recreation needs of their neighborhood, including limited organized/league use. Because they are usually located in neighborhoods, Neighborhood Parks are designed and operated to minimize use, noise, and traffic impacts.

Locations for Neighborhood Parks will be based on a variety of factors, including the population and demographics of residents in the park's service area and major physical boundaries. Neighborhood Parks should generally be located with a $\frac{1}{4}$ - $\frac{1}{2}$ mile walk from the neighborhood it serves, uninterrupted by arterial roads or other physical barriers.

PUBLIC PARK TYPE: COMMUNITY PARKS

Community Parks are intended to serve the recreational needs of several neighborhoods. Where possible, they should be developed in a coordinated fashion with adjoining schools and are best located on/or near arterial streets.



Pan-American Park in Madera is an example of a Neighborhood Park.



The Pan American Community Center is one example of a facility that could be provided at a Community Park.

Community Parks are within 1-3 miles of every residence. Community Parks are generally twenty (20) to fifty (50) acres in size.

A Community Park may serve as the Neighborhood Park for the neighborhood in which it is located.

PUBLIC PARK TYPE: REGIONAL PARK (LARGE URBAN PARK)

Regional Parks are the largest type of park. Regional Parks serve the population of several urban areas, providing a respite from urban lifestyles. Regional Parks may feature wooded areas and varying topography.

Regional Parks are generally built by counties or other agencies with a regional scope. In Madera, the City may participate in the development and operation of Regional Parks, but will likely not take the lead, focusing instead on serving the needs of City residents.

Because of the number of persons they serve, Regional Parks are generally at least fifty (50) acres and are optimally seventy-five (75) acres in size or larger.

PUBLIC PARK TYPE: SPORTS COMPLEX

A Sports Complex is a large facility consolidating heavily programmed athletic fields and associated facilities. Sports Complexes are devoted to providing fields and facilities for active sports, and will generally include only limited passive facilities (such as picnic areas and playgrounds).



This open space area shows the kind of Regional Park that could be established in the Madera Planning Area.



In the aerial photo above, a sports complex that includes sports fields, baseball diamonds, running tracks, and track & field facilities has been built in conjunction with a high school/middle school.

In order to accommodate enough fields and facilities, Sports Complexes will generally be at least twenty-five (25) acres in size, with 40-50 acres being optimal.



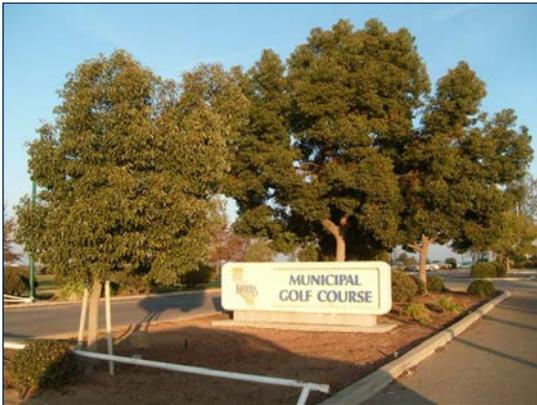
Enjoying a round of golf at Madera's municipal course.

PUBLIC PARK TYPE: SPECIAL USE FACILITY

A Special Use Park includes a broad range of parks and recreation facilities oriented toward single-purpose use. These parks may provide a recreational facility or amenity unique to a community or site and may include active and/or passive activities.

Special Purpose Parks are designed to meet the needs of the facility, site and users. They should be strategically located in the community and easily accessible.

The City has one special-use facility: an 18-hole municipal golf course immediately west of the airport. The public facility is owned by the City and is operated as a daily fee course. In addition to golf, the facility also offers banquet facilities on a rental basis.



Additional special-use facilities would be planned, acquired, or developed at the discretion of the City to meet needs identified in the Parks and Recreation Master Plan. Examples of other special-use facilities include nature or environmental education centers, aquatic parks, tennis complexes, stadiums, dog parks, and off-road BMX and bicycle complexes.

Special use facilities will be planned and developed consistent with the Parks and Recreation Master Plan. *The City will determine on a case-by-case basis whether special use facility counts toward the City's parkland standard in Policy PR-1.*

~~[NON-PARK PUBLIC OTHER PARK]~~ AREA: TRAILS



Trails provide for recreation, bring people into open space areas, and can provide an alternative to motor vehicle use.

Trails are a multi-purpose facility that will generally be located in a park or open space area, although they may also be built on private lands or on lands controlled by another agency (such as a flood control agency).

Trails emphasize safe travel for pedestrians and (where appropriate) bicyclists. Trails serve to connect parks in the City's system or to provide a pleasant means of travel in the city and outlying areas.

Trails are different from on-street bike paths in that they are separate from a roadway. *(For information on bike paths located within the road right-of-way, please see the Circulation/Infrastructure Element of this General Plan.)*

The City's standard is to provide 0.5 linear miles of trail per 1,000 population, or as needed to provide adequate connections to parks and other centers of activity. Generally, all homes should be located within reasonable walking distance of a trail access point, which may include a paseo/greenbelt, a linear landscape area, or a park.

~~*[Trails are important facilities, but do not count toward the City's parkland standard in Policy PR-1. The City will determine on a case-by-case basis whether a trails facility counts toward the City's parkland standard in Policy PR-1.]*~~

[NON-PARK PUBLIC OTHER PARK] AREA: PASEOS/GREENBELT

In the photo above, a paseo/greenbelt passes through a neighborhood. A trail in the paseo/greenbelt connects with a public park (upper right) and to a larger trail system.

“Paseos” or “greenbelts” are linear open space areas which provide pedestrian connections between neighborhoods and open space, and can be a buffer between different land uses. They may include amenities similar to those commonly found in pocket parks.

Paseos/greenbelts differ from Linear Landscape Areas (described below) in that they generally are located within a residential or other area and are not adjacent to a roadway.

Paseos/greenbelts should be located to serve as connectors between parks, schools, residential and commercial areas, and should optimally be at least 100 feet wide (although narrower paseos/greenbelts may be provided where more land is not available).

Paseos/greenbelts can be designed and built as part of residential areas, or can make use of strips of public land next to canals or to creeks. Utility corridors within which other uses are not appropriate can also be used as paseos/greenbelts. *(In the photo at left, a trail is located in a greenbelt area located under high tension electrical lines, reclaiming this land for public use.)*



This utility corridor includes a walking trail.

A typical design for paseos/greenbelts is to have these features run through residential areas where housing will front streets and back onto a paseo/greenbelt containing a trail, trees and grass.

Paseos/greenbelts may be an appropriate reuse of abandoned railroad right-of-way.

~~[Paseos/greenbelts are important facilities, but do not count toward the City's parkland standard in Policy PR-1. The City will determine on a case-by-case basis whether paseos/greenbelts count toward the City's parkland standard in Policy PR-1.]~~



In the photo above, linear landscape areas flank both sides of a roadway. A meandering trail is located in the linear landscape area, providing a safe place for walking and bicycling that is separated from vehicle traffic.

~~[NON-PARK PUBLIC OTHER PARK] AREA: LINEAR LANDSCAPE AREAS~~

Linear Landscape Areas are areas adjacent to major roadways where a wider landscaped area is dedicated in order to allow the installation of pathways or simply to provide more landscaping.

The additional distance and landscaping in a Linear Landscape Areas can help provide a buffer between residential areas and the noise from major streets.

Linear landscape areas will most often be maintained through a homeowners association or lighting & landscape district, funded by property owners.

~~[Linear landscape areas are important facilities, but do not count toward the City's parkland standard in Policy PR-1. The City will determine on a case-by-case basis whether linear landscape area counts toward the City's parkland standard in Policy PR-1.]~~



Tot lots (shown above) are a common feature of pocket parks.

[NON-PARK PUBLIC OTHER PARK] AREA: POCKET PARK

Pocket parks are typically built only to serve a specific need or where the development of a larger park (such as a Neighborhood Park) is not possible.

Pocket Parks are up to three (3) acres in size, and are often developed on unused or vacant lots.

Pocket parks will be located primarily based on the availability of land. A Pocket Park should be located in close proximity to the neighborhood it is intended to serve, so that residents can easily walk to the park.

~~[Pocket parks built after 2009 will be maintained through a private entity such as a homeowners association or through a landscape, lighting, and maintenance district. The City no longer accepts Pocket Parks for dedication as public parks. Pocket Parks which existed prior to April 2009 do] count toward the City's parkland standard in Policy PR-1. The City will determine on a case-by-case basis whether Pocket Parks count toward the City's parkland standard in Policy PR-1.~~

[NON-PARK PUBLIC OTHER PARK] AREA: OPEN SPACE

Open Space is land that is set aside for a variety of reasons:

- Preservation of natural resources (e.g. vegetation communities, fish, wildlife, and associated habitats);
- Conservation of the managed production of resources (e.g. agriculture lands, rangelands, woodlands, aggregate deposits);
- Public health and safety (e.g. water quality basins, flood easements, river levees);



Open space areas can include a variety of resources. In the example above, forested areas have been set aside for the enjoyment of future generations.

- Public services (e.g. utility easements, community gardens); and
- Urban form/scenic resources (e.g. community separators/gateways, greenways/highway corridors, and urban reserves).

Open Space will generally be set aside as mitigation for impacts (such as the loss of wildlife habitat) or in connection with another facility (such as utility corridor). The size of the Open Space area will be based on the land's primary function.

Open Space set aside for mitigation or other public uses may be owned and/or maintained by a public agency (including the City of Madera) or by a land conservancy or trust set up for this purpose.

Open Space does not count toward the City's parkland standard in Policy PR-1.

The City's goals and policies for the preservation of open space for a variety of uses (protecting natural open areas, watersheds, and environmentally sensitive areas such as creeks and riparian areas; preserving farmland; and ensuring the safety of persons and property) are addressed in the Conservation, Land Use, and Health and Safety Elements of this General Plan. The reader is invited to consult those Elements for detailed policies and actions dealing with open space in all its forms.

Policy PR-3▶

The following are the City's Park and Recreation Facility Service Level Standards. The City does not expect to construct or maintain all of the facilities needed to achieve these standards. Some facilities will be provided by other agencies (such as school districts) whose facilities are open to the public.

TABLE PR-B: PARK AND RECREATION FACILITY SERVICE LEVEL STANDARDS

Recreation Facility	Number of facilities per capita
Aquatic Facilities	
Play Pool/Water Spray Feature	1 per 15,000
Outdoor complex: swimming and wading pool	1 per 30,000
Miscellaneous Park Facilities	
Community Gardens	1 per 50,000
Dog Park (Off-leash)	1 per 60,000
Golf Course - 18-hole	1 per 50,000
Nature Interpretive Center	1 total
Playgrounds: Tot Lots, Play Areas	1 per 5,000
Picnic Areas (Large Group)	1 per 20,000
Skate Park	1 per 50,000
Trails (miles)	0.50 miles per 1,000
Fields	
Baseball, Softball – Adult	1 per 15,000
Baseball, Softball – Youth	1 per 5,000
Soccer Field - Adult	1 per 10,000

Recreation Facility	Number of facilities per capita
Soccer Field - Youth	1 per 3,500
Football Field	1 per 20,000
Courts	
Basketball Court- Outdoor	1 per 5,000
Basketball Court - Indoor	1 per 5,000
Tennis Court	1 per 7,500
Volleyball Court	1 per 7,500

IMPLEMENTATION POLICIES

The following policies define how the City will implement the parks system defined in this Element of the General Plan and in the City’s Park and Recreation Master Plan. These policies are related to the **Implementation Goal** and, by extension, the **Park Facility Goal**.

Policy PR-4▶

The City shall acquire, develop, and maintain parks and recreation facilities in accordance with the City’s Park and Recreation Master Plan, and with the City’s Park Classifications and the Park and Recreation Facility Service Level Standards. All lands offered for dedication must be of size, orientation, location, and suitability to provide park and recreation facilities consistent with this General Plan and the Park and Recreation Master Plan.

Note: Please see Policy PR-21, which establishes Neighborhood Parks as the City’s first priority in new park development.

Policy PR-5▶

Parks and other facilities will be accepted into the City's system at the City's sole discretion. Land which is proposed to be dedicated to the City will not be accepted if it does not meet the requirements of this Element and/or the Park and Recreation Master Plan.

Policy PR-6▶

The City encourages the integration of parks and other facilities in the master-planning of development projects. Proposed parks on remnant parcels or otherwise unusable land which do not meet the City's standards will not be accepted by the City as a park by the City and do not count toward the City's parkland standard in Policy PR-1. They may become [~~Non-Public~~ Other Park Area] facilities if there is a permanent maintenance mechanism provided, such as a landscape maintenance district.

Policy PR-7▶

The development of parks in new growth areas of the City, where residential projects trigger the need for a new park(s), shall be phased and/or timed with the goal of meeting the standards of this Element and the Parks and Recreation Master Plan at all times. New development should be phased or timed in such a way as to avoid situations where insufficient park or other facilities are provided either permanently or temporarily. The City recognizes that this may require the development of parks or other facilities larger than will be needed at the time in order to ensure that standards will be maintained as future residential development occurs.

Note to the Reader: Please see the "Building Blocks" policies in the Land Use Element of this General Plan for additional information on the master-planning requirements that affect many new development areas in Madera.

Policy PR-8▶

The City shall endeavor to acquire new parklands, expand existing parks, or otherwise make available local parkland and open spaces in sufficient quantity to meet community demand for facilities and programs identified in the Park and Recreation Master Plan.

Policy PR-9▶

Action Item PR-8.1

Ensure that a plan is prepared for each new parkland development that includes a site development plan, phasing for development, estimated cost for each phase, long-term operation and maintenance, estimated revenue generation, and funding sources for development.

The City may use a broad range of funding and economic development tools to ensure high-quality development, maintenance, and programming of City parks and recreation facilities.

Policy PR-10▶

The City shall require new residential development projects, including mixed-use projects with residential components, to dedicate land and/or pay in-lieu fees to contribute to the acquisition and development of parks or recreation facilities. The determination of which method (land dedication and/or payment of in-lieu fees) is appropriate shall be made at the City's sole discretion.

Action Item PR-10.1

Evaluate and implement, if adopted, a Park Impact and Parkland Dedication Ordinance consistent with the Quimby Act.

Policy PR-11▶

The City will seek to provide park facilities in areas of Madera which do not meet current standards so that all areas of the city are equitably served. The City recognizes that building new or expanded parks in already developed areas may not occur at the same pace as the development of parks in newly developed areas, and that equity is a long-term goal.

Policy PR-12▶

The City will seek to provide park and recreation programs in all areas of Madera. This may be accomplished in part by the use of public and private facilities where City-owned facilities are not available.

Policy PR-13▶

The City encourages the co-location of new parks, and recreation facilities with schools, and other public facilities where feasible and consistent with the Parks and Recreation Master Plan.

Action Item PR-13.1

Work with the Madera Unified School District to establish a joint facility development agreement that includes opportunities to build new parks adjacent to or near school sites.

Note to the Reader: Several other important Parks and Recreation issues are addressed in the Land Use Element of this General Plan. The provision of open spaces in private development projects is addressed in Policies LU-16 and LU-17. The provision of parks as one potential “neighborhood center” is addressed in the “Building Blocks” policies in the Land Use Element.

Policy PR-14▶

The City will collaborate with public and private agencies to jointly plan, develop, and manage a regional park in the Planning Area.²

CONNECTIVITY AND ACCESS TO TRAILS AND PARKS

The following policies define how the City will address the idea of “connectivity,” which simply put means that all parks should be connected to their neighborhoods and to each other via sidewalks, trails, and roadways to make it easier for Maderans to get to—and use—their parks. These policies primarily implement the Park Facility Goal.

Policy PR-15▶

The City shall ensure that the design and location of parks and trails reflect that active living and walkability are important to Madera’s quality of life.

² The Planning Area is shown and described in the Land Use Element of this General Plan. It includes the existing (2008) city limits, the existing Sphere of Influence, and areas outside the Sphere of Influence.

Policy PR-16▶

The City shall endeavor to improve access and connectivity to parks through provision of sidewalks, bike paths, bike lanes, and bridges where appropriate.

Policy PR-17▶

Figure PR-2 illustrates the City's planned trail system.

Policy PR-18▶

The City shall expand its system of multi-use paths and trails available for transportation and recreation uses with the goal of achieving a service level of 0.5 linear miles of trails per 1,000 residents.

Policy PR-19▶

Priority shall be given to the expansion of the Vern McCullough Fresno River Trail and the Cottonwood Creek Trail.

Action Item PR-19.1

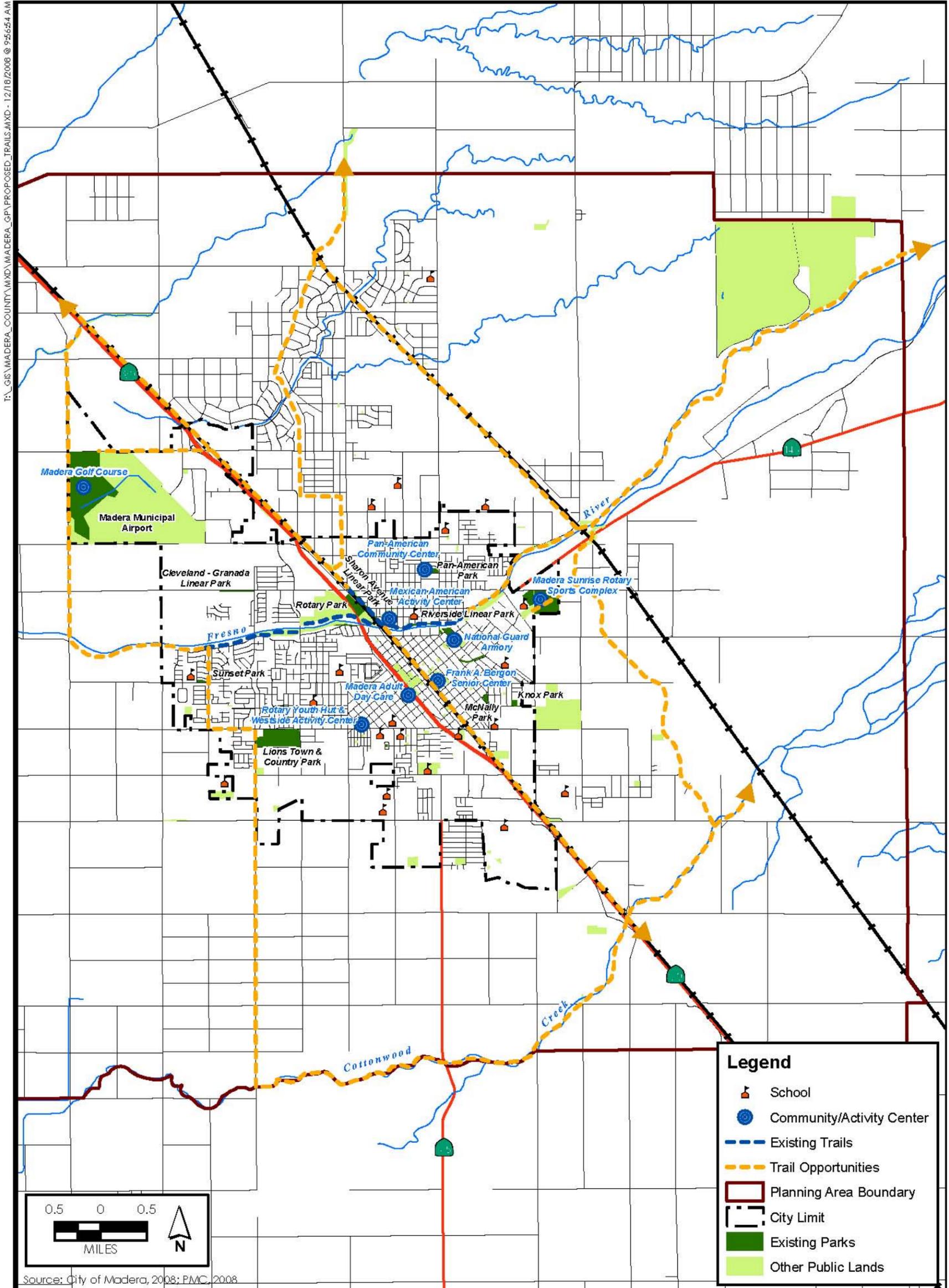
Pursue joint-use agreements to provide additional trails in conjunction with public utilities, irrigation districts, and mass transit right-of-ways and along future abandoned railroad corridors.

Policy PR-20▶

The City shall ensure that new parks provide adequate and secure onsite and offsite parking as identified in the Parks and Recreation Master Plan.

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FIGURE PR-2: TRAILS SYSTEM



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NEIGHBORHOOD PARK DISTRIBUTION AND PLANNING

The following policies define how the City will distribute Neighborhood Parks throughout Madera so that all residents have a park near them. These policies primarily implement the **Park Facility Goal**.

Policy PR-21▶

The City’s first priority shall be to provide Neighborhood Parks in residential areas, with emphasis on planning for and locating parks within a reasonable walking distance of established and new neighborhoods. The City will work to achieve the preservation, enhancement, and acquisition of neighborhood parks to implement this policy.

Policy PR-22▶

New or renovated neighborhood parks shall provide amenities and recreation facilities consistent with the City’s Park and Recreation Classifications and Level of Service Standards.

Policy PR-23▶

The City shall evaluate all neighborhood parks for consistency with the City’s park classifications and standards and for adequacy in meeting residents’ demand through regular updates to the Parks and Recreation Master Plan and/or a Community Needs Assessment.

RECREATION FACILITY USES AND DISTRIBUTION

The following policies define how the City will ensure that parks and the facilities in them will meet the unique needs of every Madera neighborhood. These policies primarily implement the **Park Facility Goal**.

Policy PR-24▶

The City shall continue private and public partnerships to provide and maintain a variety of public spaces, including community gardens where residents can plant and grow local fruit and vegetables or plant ornamental gardens that can be a source of pride and beauty in a neighborhood.

Policy PR-25▶

The City shall seek to provide parks, facilities, and programs that match the needs of the population they serve. This will be done by providing a mix of passive and active recreation facilities and amenities at each park that is tailored to the needs of the park's users and by reviewing and adjusting facilities over time as the population and their needs change.

Policy PR-26▶

The City shall continue to promote participation in a wide range of sports and recreation programs by utilizing fields and facilities for multiple-uses.

Policy PR-27▶

The City shall collaborate with senior and youth organizations to develop recreation facilities and opportunities that foster intergenerational learning and connections.

RECREATION PROGRAM TYPES AND DISTRIBUTION

The following policies define how the City will provide recreation programs that meet the needs of Maderans in locations near them. These policies primarily implement the **Recreation Goal**.

Policy PR-28▶

The City shall provide a range of recreation programs and activities to promote health and fitness among all Maderans. Examples of typical programs include:

- Preschool and elementary programs;
- Teen programs;
- Senior programs;
- Intergenerational programs;

Policy PR-29 ►

- Indoor and outdoor sports and fitness;
- Community education and recreation;
- Therapeutic recreation;
- Civic engagement;
- Arts and cultural activities;
- Drop-in activities, such as: computer lab, social lounge, and game room;
- Neighborhood development center;
- Community rentals;
- Information and referral; and
- Access to City departments and services.

The City will seek to provide recreation programs throughout the City, and will work with other public and private agencies whose meeting facilities can provide additional options for program locations.

PARK AND GREEN SPACE DESIGN

The following policies are related to the design of individual parks, and primarily implement the **Park Facility Goal**.

Policy PR-30►

The City shall implement the Recreation Facility Design Standards included in the Parks and Recreation Master Plan.

Policy PR-31►

The City shall ensure that parks are designed to meet the needs of all of its residents, including youth, seniors, and people with disabilities, and will regularly review the programs oriented toward groups with focused interests and special needs and revise them as appropriate.

Note to the Reader: The design of the City's parks is also addressed by policies in other Elements of this General Plan:

- *Parks will be subject to the requirements of Policy CON-45 in the Conservation Element, which supports “green” building practices at all City facilities.*
- *The design of parks to reduce crime and anti-social behavior is addressed in Policy HS-38 and Policy HS-39 in the Health and Safety Element, which calls for the use of crime-prevention techniques in all new development.*
- *The use of design elements reflective of Madera's unique character is addressed in Policy CD-2 in the Community Design Element, which provides for the creation of comprehensive Design Guidelines for all public and private development projects.*
- *The City's “urban forest” and the creation of a Master Tree Plan that would guide the planting of trees in parks and other public areas is addressed in Policy CON-31 in the Conservation Element.*

Policy PR-32 ▶

The City will provide the resources (personnel and funding) necessary for the appropriate level of maintenance required for the success of all parks, recreational facilities, and natural open space areas.



Policy PR-33 ▶

The City shall consider operation and maintenance costs in the design of all park improvements and recreation facilities. These costs should be considered prior to acquisition and acceptance of new facilities.

NOTE REGARDING “OPEN SPACE”

The issue of Open Space is closely related to parks and recreation. While open spaces are not “parks,” they can provide important benefits for both Madera residents and the natural systems that still exist in the Planning Area. The City’s goals and policies for the preservation of open space for a variety of uses (protecting natural open areas, watersheds, and environmentally sensitive areas such as creeks and riparian areas; preserving farmland; and ensuring the safety of persons and property) are addressed in the Conservation, Land Use, and Health and Safety Elements of this General Plan. The reader is invited to consult those Elements for detailed policies and actions dealing with open space in all its forms.

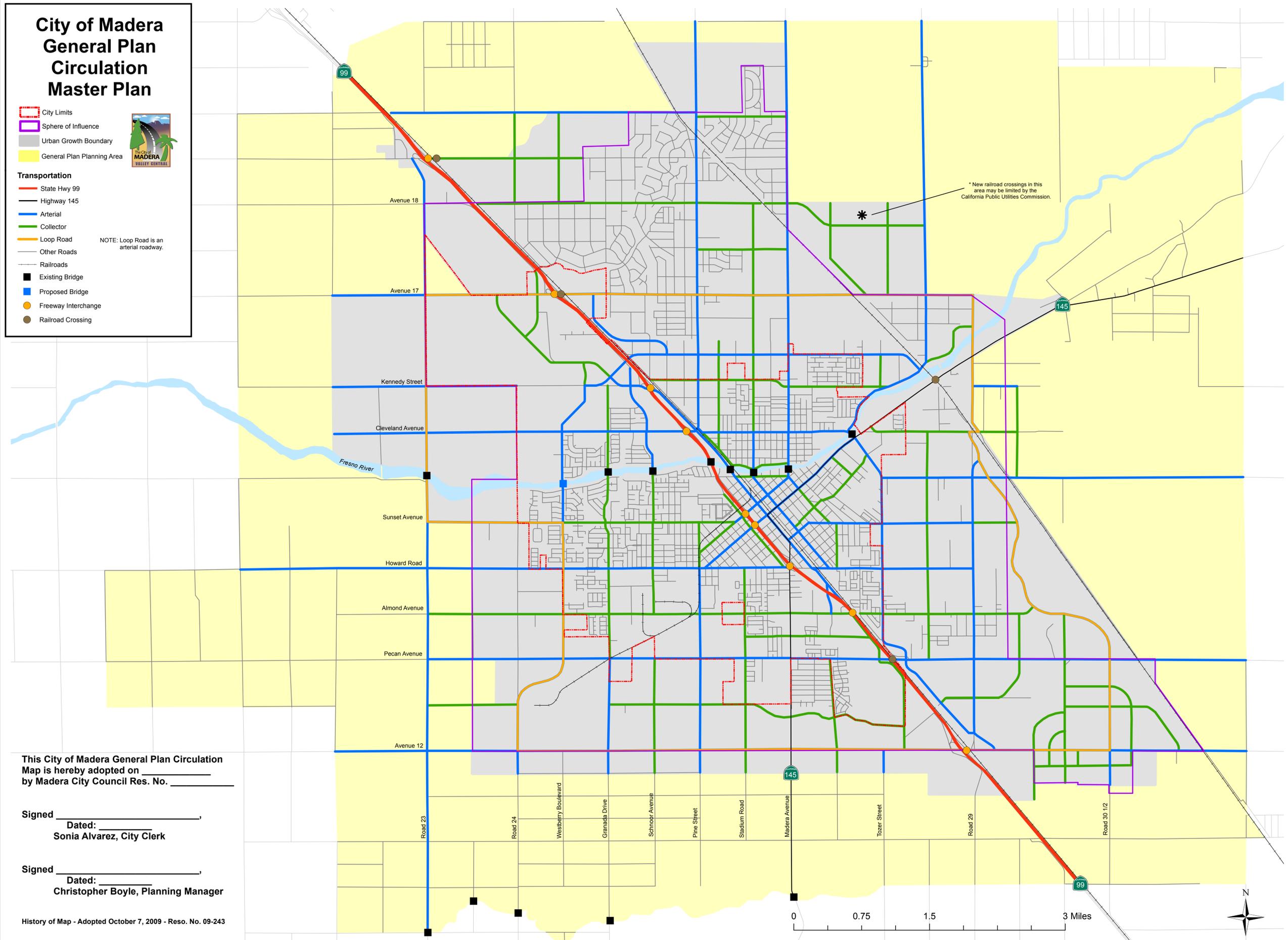
City of Madera General Plan Circulation Master Plan



Transportation

- State Hwy 99
- Highway 145
- Arterial
- Collector
- Loop Road
- Other Roads
- Railroads
- Existing Bridge
- Proposed Bridge
- Freeway Interchange
- Railroad Crossing

NOTE: Loop Road is an arterial roadway.



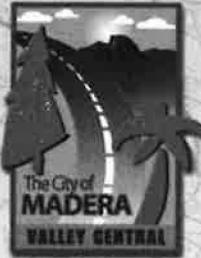
* New railroad crossings in this area may be limited by the California Public Utilities Commission.

This City of Madera General Plan Circulation Map is hereby adopted on _____ by Madera City Council Res. No. _____

Signed _____
Dated: _____
Sonia Alvarez, City Clerk

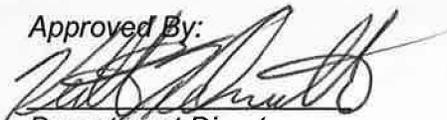
Signed _____
Dated: _____
Christopher Boyle, Planning Manager

History of Map - Adopted October 7, 2009 - Reso. No. 09-243

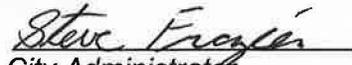


REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 6, 2018
Agenda Item Number C-2


City Administrator

SUBJECT: PUBLIC HEARING AND CONSIDERATION OF A RESOLUTION ADOPTING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2018/19 AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution:

1. Approving the Expenditure Budget for the various funding programs in the Measure 'T' Annual Expenditure Plan (AEP) for Fiscal Year 2018/19, and
2. Authorizes the City Engineer to submit the Resolution to the Madera County Transportation Authority for approval and adoption.

SUMMARY:

This Annual Expenditure Plan (AEP) is required by the Madera County Transportation Authority (MCTA) to claim Measure 'T' funds that will be allocated to the City as specified in the Transportation Sales Tax Measure Investment Plan approved by the voters in the November 2006 election. This is standard protocol, completed annually. The proposed funding for the projects and programs in the AEP are consistent with the requirements specified in the Measure 'T' 2007 Strategic Plan adopted by the MCTA and with the Capital Improvement Program proposed in the City's 2018/19 Budget.

Engineering

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

www.cityofmadera.ca.gov

HISTORY:

Measure 'T' implements the Madera County ½ cent Transportation Sales Tax Measure Investment Plan (PLAN) approved by the Madera County voters in the November 2006 election. The tax was enacted for a 20-year period and took effect April 1, 2007.

The PLAN is a multi-modal funding program that commits funding for the following program categories:

- Regional Transportation and Highways
- Local Street Maintenance
- Local Street Supplemental Maintenance
- Flexible (Miscellaneous Street programs)
- ADA Compliance
- Transit Enhancement
- ADA/Seniors/Paratransit
- Environmental Enhancement

The Regional Streets and Highways program consists of two elements. One is the responsibility of MCTA to manage and deliver the projects of a regional significance. MCTA may elect to enter into an agreement with the local agency to perform the engineering and construction activities of this element. The second element is the responsibility of the local agencies to manage the construction, rehabilitation and maintenance of the agency's arterial and collector streets. These programs are the responsibility of the local agency to deliver. The MCTA and Citizens Advisory Committee monitor the local agencies progress on the delivery of these programs.

The implementation guidelines in the Measure 'T' Strategic Plan adopted by the MCTA require the City to prepare and adopt an Annual Expenditure Plan (AEP) that must be approved during a noticed public hearing. This agenda item will satisfy this requirement. The proposed expenditures in each program category must meet the objectives and guidelines specified in the Strategic Plan. The Strategic Plan is a 5-year plan that is updated every 2 years and approved by the MCTA.

DISCUSSION:

The MCTA has provided the City with the projected funding allocation for each of the program categories. The total allocation for FY 2018/19 is \$2,889,631 which is \$32,637 more than last year. The allocation amounts are earmarked for each program and cannot be shifted between programs. The recommended projects in the programs were selected by staff from Public Works, Transit, Parks and Community Services, and Community Development Departments, and are consistent with the proposed 2018/19 City's Capital Improvement Program and the implementing guidelines in the Measure 'T' Strategic Plan.

The AEP for FY 2018/19 includes the following projects and programs:

1. Regional Transportation and Highway Program:

Arterial & Collector Streets: The total allocation is \$993,026 for the following projects.

1. Olive Avenue Widening, Gateway Drive to Knox St, \$693,026
2. 2018-19 City Streets 3R & ADA (SB1) Project for the application of Surface Seals and AC Overlay at various Arterial and Collector Streets - \$300,000

2. Local Transportation Program:

Street Maintenance: The allocation is \$516,373 for the General Maintenance work on various streets.

Supplemental Street Maintenance: The allocation is \$347,559 for General Maintenance work on various streets. In the past, funds were designated for projects in Public Works, but projected for additional street operations and maintenance in 2018-19.

Flexible: The allocation is \$863,932. These funds will be used by the MCTA to fund delivery of Tier 1 Projects in the Regional Streets and Highways Program until such time as each agency is able to adopt an Impact Fee program for the construction of Regional Projects. A 20% match for projects listed in the Regional Streets program is a requirement of the Transportation Sales Tax Measure Investment Plan approved by the voters. Flexible funds are being used for the match requirement and any remaining funds will be returned to each agency.

ADA Compliance: The allocation is \$19,860 for sidewalk repairs and safety improvements to make walkways ADA compliant.

3. Transit Enhancement Program

Transit Enhancement-Citywide: The allocation is \$72,685 for IT (Information Technology) furnishings and equipment for the new Madera Transit Center.

Transit Enhancements-ADA/Seniors/Paratransit: The allocation is \$6,752 for the new Madera Transit Center for ADA enhancements.

4. Environmental Enhancement Program

Environmental Enhancements: The allocation is \$79,442 for air quality enhancement and are allocated for the Fresno River Trail-Gateway and Union Pacific Railroad Undercrossing.

The MCTA Technical Advisory Committee (TAC) will also review and comment on this expenditure plan prior to its submittal to the MCTA. The MCTA will consider adopting this expenditure plan into the Measure 'T' 2018/19 Annual Work Plan at their meeting

on June 21, 2018. The MCTA Administrative Code specifies 8 members be included on the TAC, two of which are the City Engineer and the City Planning Director.

FINANCIAL IMPACT:

An AEP approved by the City Council is required to receive the City's allocation of Measure 'T' funds. The allocation of funds in the AEP is consistent with project funding in the Capital Improvement Program for FY 2018/19.

There is no adverse impact to the General Fund for the implementation of these projects and programs.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Action 138 – This project supports the strategy to establish and enforce American with Disabilities Act standards in public facilities throughout the community.

Action 126 – This project supports the strategy for providing clean attractive streets that are safe and aesthetically pleasing.

Action 113 – This project supports the strategy to promote greater accessibility of City facilities and services to socio-economic and disabled groups.

The requested action is for the improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

RESOLUTION NO. 18-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE MEASURE 'T' ANNUAL EXPENDITURE PLAN FOR FISCAL YEAR 2018/19, AND AUTHORIZING THE CITY ENGINEER TO SUBMIT THE PLAN TO THE MADERA COUNTY TRANSPORTATION AUTHORITY FOR ADOPTION

WHEREAS, the projects and programs proposed for approval in the Fiscal Year 2018/19 Annual Expenditure Plan (Plan) are consistent with the Measure 'T' 2007 Strategic Plan; and

WHEREAS, the City of Madera is a designated agency for selecting projects and programs for approval and adoption by the Madera County Transportation Authority (MCTA) into the Measure 'T' Annual Work Plan; and

WHEREAS, the public was invited to comment on the proposed projects and programs during a public hearing that was held on June 6, 2018.

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 projects and programs, and expenditures shown on Exhibit "A" attached hereto are approved.
3. The City Engineer is hereby authorized and directed to submit a copy or certified copy of this resolution to the MCTA Technical Advisory Committee (TAC) for consideration to include the City of Madera's AEP in the 2018/19 Measure 'T' Annual Work Program.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT 'A'
CITY OF MADERA
MEASURE 'T' ANNUAL EXPENDITURE PLAN
FISCAL YEAR 2018/19

<u>FUNDING PROGRAM</u>	<u>ALLOCATION</u>	<u>EXPENDITURE</u>
RTP/3R PROJECTS	\$ 993,026	
Olive Ave. Widening – Gateway to Knox		\$ 693,026
City Streets 3R & ADA (SB1) Project (R-70)		\$ 300,000
LTP-STREET MAINTENANCE	\$ 516,374	
Surface Seal & General Maintenance		\$ 516,374
LTP-SUPPL. STREET MAINTENANCE	\$ 347,559	
General Maintenance		\$ 347,559
LTP – FLEXIBLE	\$ 863,932	
MCTA Impound for matching		\$ 863,932
Contributions to Tier 1 projects		
LTP – ADA COMPLIANCE	\$ 19,861	
ADA Walkability/Sidewalks		\$ 19,861
TRANSIT ENHANCEMENT	\$ 72,685	
Madera Transit Center Trans-1		\$ 72,685
TRANSIT ENHANCEMENT-ADA/Sr.	\$ 6,752	
Madera Transit Center Trans-1		\$ 6,752
ENVIRONMENTAL ENHANCEMENT	\$ 79,442	
FRT–Gateway/UPRR Undercrossing		\$ 79,442
	<u>\$ 2,899,631</u>	<u>\$ 2,899,631</u>

ADA – Americans with Disabilities Act
FRT – Fresno River Trail
LTP – Local Transportation Program
MCTA – Madera County Transportation
Authority
3R – Reconstruction, Resurfacing & Reconstruction

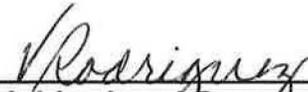
SUPPL - Supplemental
RTP – Regional Transportation Program
Enh - Enhancement
PW – Public Works

**CITY OF MADERA
REPORT TO THE CITY COUNCIL**

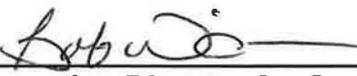
CITY COUNCIL MEETING OF: June 6, 2018

AGENDA ITEM NUMBER: C-3

APPROVED BY:



Neighborhood Preservation Supervisor



Executive Director for Successor Agency



City Administrator

Subject: Public Hearing on Objections to Weed Abatement and Consideration of a Resolution of the City Council of the City of Madera Authorizing the City Administrator or Designee to Abate Weed Nuisances Existing Within the City

Summary: Public Hearing on Weed Abatement and Adoption of Resolution Authorizing Abatement of Weed Nuisances

I. HISTORY/BACKGROUND

On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance and ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code.

II. SITUATION

The parcels of land listed on Exhibit "A" (attached) have been inspected and, at the time of inspection were found in violation of the Madera Municipal Code § 3-15.01. These weeds have the potential to become a fire hazard. The City of Madera Neighborhood Revitalization Department took proper steps to notify each property owner by mail of the proposed weed abatement action on respective properties. The City Clerk also posted notice of the hearing as required.

At this public hearing, property owners may appear and object to the proposed weed removal by the City of Madera. After the hearing and consideration of any objections, the Council may allow or overrule any or all objections.

All charges incurred by the City of Madera for the weed abatement services will be included as a special assessment on bills for property taxes levied against the respective lots and parcels of land, which are considered liens on these properties.

III. LINKAGE TO VISION 2025

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

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

Action 201.3 – Enforce zoning and redevelopment codes and regulations.

IV. RECOMMENDATION

Staff recommends that Council hold a public hearing to hear and consider any objections to the proposed destruction and removal of weeds, and adopt the resolution ordering the abatement of weed nuisances in the City of Madera.

Attachment:

- Resolution
- Exhibit A

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING THE CITY ADMINISTRATOR OR THEIR DESIGNEE TO ABATE
WEED NUISANCES EXISTING WITHIN THE CITY OF MADERA**

WHEREAS, On January 7, 2015 the City Council adopted Ordinance 913 C.S. and declared weeds to be a nuisance; and

WHEREAS, the Ordinance ordered the abatement of that nuisance as called for in § 3-15 of the Madera Municipal Code; and

WHEREAS, the parcels of land listed on Exhibit "A" attached hereto have been inspected; and

WHEREAS, at the time of inspection the parcels were found to be in violation of Madera Municipal Code § 3-15.01

WHEREAS, the properties are declared a public nuisance; and

WHEREAS, each property owner was notified by mail of the proposed weed abatement action on respective properties and advised them of the date and time for a public hearing on the matter; and

WHEREAS, the City Clerk posted notice of the hearing as required by the Municipal Code; and

WHEREAS, all charges incurred by the City of Madera for the weed abatement services will be included as a special assessment to be collected along with regular property taxes levied against the respective lots and parcels of land, and are considered liens against these properties.

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

1. The above recitals are true and correct.
2. The properties listed in Exhibit "A", attached hereto, have been declared a public nuisance.
3. The City Administrator or their Designee are hereby authorized to take necessary steps to cause the abatement of the properties listed in Exhibit "A".
4. This resolution is effective immediately upon adoption.

EXHIBIT A

PARCEL

003-112-004

003-210-030

006-010-001

008-091-012

009-351-005

010-072-010

011-131-016

011-133-002

011-211-014

011-213-022

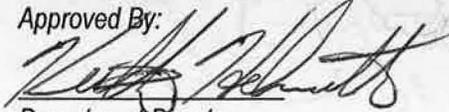
011-233-007

012-280-002



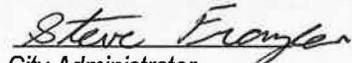
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of June 6, 2018

Agenda Item Number D-1


City Administrator

SUBJECT: CONSIDERATION OF REQUEST BY BALTIMORE AIRCOIL COMPANY TO ALLOW FOR CONNECTION TO THE CITY'S WATER AND SEWER SYSTEMS

RECOMMENDATION:

Staff recommends that the Council review the information presented in this report, and if it determines that unique circumstances exist to justify the extension of City services to Baltimore Aircoil Company, direct staff to work with Baltimore Aircoil in drafting an extra-territorial service agreement and establishing the requisite improvements necessary to extend services and establish a connection with City water and sewer systems. As described in the body of this report, a water system connection appears to be feasible, while a sewer system connection is probably not feasible.

SUMMARY:

The Baltimore Aircoil Company has submitted a written request (attached) for City authorization to connect to the City's water and sewer systems. Typical requests for connection to the City are for water service and are usually the result of a failing or failed well at a single residential dwelling. This request is unique in three ways in that Baltimore Aircoil Company has requested 1) connection to both water and sewer, 2) the facility is industrial in nature with a significantly higher demand than a residential dwelling and, 3) City utilities do not serve the area at present and substantial extensions of sewer and water lines are required to accommodate the connections.

DISCUSSION:

Baltimore Aircoil Company's Request

Baltimore Aircoil Company (BAC) is an industrial development located approximately one-quarter mile east of the City limits on Road 28-½, south of Storey Road. The company employs over 250 people in the assembly of evaporative heat rejection and thermal storage equipment. Because BAC is in the County and does not currently have access to urbanized water and sewer systems, they utilize one well and five on-site septic systems to accommodate their water and sewer demands.

Engineering

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

www.cityofmadera.ca.gov

BAC's water well experienced a casing collapse in 2016 which was, as described, repaired using a temporary sleeve. As such, they anticipate a future need to drill a new well if they are not permitted to connect to the City's water system.

The septic systems are proposed to be removed for a number of reasons that include 1) cost to maintain and, 2) BAC's environmental commitment.

Current Connection Policy

While the City has a well-practiced procedure, it does not have a formalized policy for the approval or rejection of connections to City services from outside the City limits. The vast majority of such requests are for individual residential properties, and most have been approved. It would probably be most accurate to conclude that the key factor to securing an approval rests primarily with the City's ability to accommodate the new connection without creating negative effects on the existing systems or future users already located within the City limits.

Because typical requests tend to focus on individual residential dwelling units, impacts on the City's ability to accommodate the impact are incremental and relatively easy to absorb into the system so long as single requests do not evolve into dozens within short time frames. This is because capacity in the water and sewer systems can only be increased with large capital expenditures which are subject to the availability of funding. As such, this element of the current request from BAC is unique wherein it represents the equivalent of multiple smaller requests. The decision of City Council may therefore result in general guidance for future requests like this one, though all requests such as this will continue to be brought to Council.

Water Connection

A water connection would require construction of about one-half mile of 12-inch water line along Storey Road and the Road 28-½ frontage of BAC. A ball park estimated cost of this water line is \$300,000, depending on the bidding climate for contractors. Under typical outside of City requests, the requestor must build and pay for the entire cost of the extension. The requestor would be eligible to receive reimbursements from adjacent properties for the value of what it would cost to install an 8-inch pipe at the time they made connection. They would not, however, be eligible to receive reimbursement through the Development Impact Program Fund (DIF) for the oversize component of the water line. The oversize component constitutes the difference between an 8-inch pipe and a 12-inch pipe. The decision to "not allow" for oversize reimbursement is an acknowledgement that extension of unplanned services into areas outside the City does not come with a consistent influx of impact fee payments. Without that corresponding DIF revenue, reimbursement to developers working within the City limits can be delayed in ways that cannot be easily measured. This policy dates back at least 10 years.

The average capacity of a City well is about 1,200 gallons per minute and can vary depending on a number of factors including the season and current drought conditions. The average demand from BAC is estimated at approximately 21 gallons per minute or a little less than 2% of the average City well. The peak demand from BAC will be higher than this however. Staff does not have an estimate of what the peak value may be at this time but does not anticipate the overall demand would create negative impacts on the existing water system or limit future service within the City limits.

Sewer Connection

The BAC site, per the City's 2014 Sanitary Sewer System Master Plan is located within an area that is planned to drop into a new sewer main that does not currently exist nor is it expected to be fundable for at least 10 years when considering current growth rates and existing demands for infrastructure funding. The future master

planned sewer main extends from the vicinity of the BAC site south to a point where it ultimately crosses below the SR 99 freeway, proceeds west to Granada along a path that generally approximates the future Avenue 12 ½ alignment. The value of this sewer main per the sewer master plan exceeds \$26,000,000 due to the significant pipe sizes and probable right-of-way acquisition costs.

In lieu of constructing the master plan improvements, a connection to an existing sewer main in Storey Road is physically possible. This connection ultimately leads to Tozer Street and finally Pecan Avenue. The problem with this alternative connection strategy is that a bottleneck in capacity within the Pecan Avenue Sewer Trunk Line exists for projects not already approved by the City. By default, the addition of BAC sewer flows may result in a future decision to limit some component of growth within the City limits. Therefore, the request for a sewer connection is limited by two factors. First, the master planned sewer improvements for the project area require construction of a significant amount of new sewer trunk line which is cost prohibitive. Second, deviation from the master plan and installation of a connection along an alternate alignment would exacerbate an existing constrained line and potentially prohibit existing properties within the City from developing. Staff is not able to support the deviation from the master plan and therefore believes that a sewer connection is probably not feasible.

Possible Benefits Associated with Approving the Request

Water Connection

It is in the City's best interest in limiting the number of water wells or straws into the underground aquifer. If on the City's water system, the City has a better understanding of various water user's usage patterns and whether the water is being used efficiently in times of drought.

It also reduces the number of uncontrolled points wherein contamination can be introduced directly into the water table.

Sewer Connection

The installation of a sewer connection removes multiple septic systems. Septic systems represent a well-recognized source of potential contamination to the water aquifer.

FISCAL IMPACT:

The monetary impact is difficult to establish but in general, it can be assumed that new users pay for their impacts through the payment of impact fees making any connections minimal or cost neutral in their impacts.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Depending on the decision of City Council, consistency with the Vision Plan is either met or not met relative to Action 434.1 - *Increase water-usage monitoring through meter reading and water-patrol to increase conservation.*



BALTIMORE AIRCOIL COMPANY

15341 Road 28 1/2 • Madera California • 93638 • Phone: (559) 673-9231 • Fax: (559) 673-5095 •
<http://www.baltimoreaircoil.com>

Jeffrey C. Berry
EHS Engineer
Baltimore Aircoil Company, Madera
15341 Road 28-1/2
Madera, CA 93638
(559) 395-2325

11-14-2017

City of Madera
205 West Fourth Street
Madera, CA 93637

Attn: Keith Helmuth PE, Madera City Engineer

Re: Baltimore Aircoil Company connection to Madera water and sewer
APN: 035-162-030

Baltimore Aircoil Company (BAC) is a global leader of factory assembled evaporative heat rejection and thermal storage equipment. BAC has been doing business at the same Madera facility for over 50 years and currently employs over 250 people.

We used 2,653,800 gallons of water in 2016 and we are currently operating on one well. This well experienced a casing collapse in 2016 and was repaired using a temporary sleeve. Water usage has been reduced by 47% over the last 4 years through sustainable improvements. Wastewater is currently processed through 5 on-site septic systems.

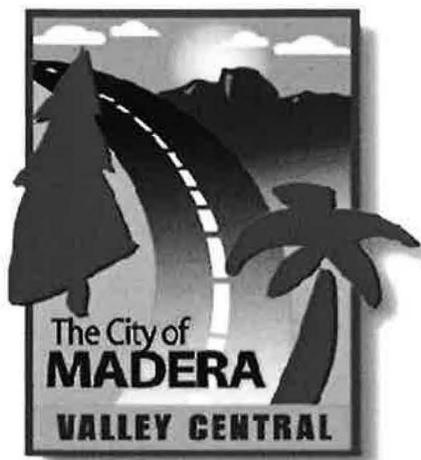
BAC is looking for a sustainable source of water. Our only option other than connecting to Madera water is to drill another well on the property.

BAC also strives to implement best available technology for the environment. Connection to Madera City sewer would eliminate 5 septic systems and leverage POTW technology to reduce environmental exposure.

We look forward to a mutually beneficial relationship. Please contact me with any questions.

Best regards,

Jeffrey C. Berry

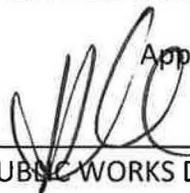


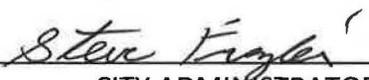
REPORT TO CITY COUNCIL

MEETING DATE: June 6, 2018

AGENDA ITEM NUMBER: E-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Informational Report on Procurement of Emergency Sewage Bypass Pump Services from Rain For Rent San Joaquin at the Fairgrounds Lift Station.

RECOMMENDATION:

It is recommended that Council review the information provided regarding emergency procurement of sewage bypass pump services needed at the Fairgrounds Lift Station on April 12, 2018 and provide approval for these emergency expenditures in accordance with City of Madera Purchasing Policy.

SUMMARY:

On Thursday, April 12, 2018, staff responded to high level alarms at the Fairgrounds Lift Station. The pumps were not operating and the sewer water level was rising. In order to prevent a sewage overflow into the street, staff immediately called Rain For Rent San Joaquin to bring in sewage bypass pumps, something that the City Sewer Division does not own equipment to do (Exhibit A). Rain For Rent delivered the bypass pumps and kept them on standby through the duration of the weekend. These bypass pumps gave staff the ability to bypass the lift station completely while they addressed maintenance on the City pumps.

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

FINANCIAL IMPACT:

The total cost for the emergency sewage bypass pumps is \$4,696.23 (Exhibit B). These expenses will be paid for from the Sewer Fund and will have no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

EXHIBIT A

On April 12, 2018, We had a high level alarm at Fairground Lift Station. When the sewer crew showed up to check it out, the sewer water level in the wet well was a quarter of the way up the wall of the wet well and none of the pumps were operating. We decided that We may have to bypass the lift station before the sewage overflows and starts running down the street. I (Mike Mathies) called rain For Rent to bring out their pumps to do a bypass if needed since They have done a bypass at that lift station a few years ago. We do not have the equipment to do this. It was decide to keep the pumps on standby for the weekend in case it happened again.

Thank You

Mike Mathies

City Of Madera Sewer Supervisor



INVOICE

Rain For Rent San
Joaquin
21500 West Manning Ave
San Joaquin CA 93660
United States
559-693-4315

24/7 Emergency 800-742-7246
www.rainforrent.com

Your sales person	REMIT PAYMENTS TO:
MIKE BRONZE	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1042114	INVOICE# 1190491	INVOICE DATE 4/18/2018	PO or JOB# MIKE MATHIES	PAYMENT DUE 5/18/2018
CUSTOMER CITY OF MADERA PUBLIC WORKS				
CUSTOMER # 112516				
NAME CITY OF MADERA PUBLIC WORKS			PLEASE PAY	\$4,696.23
ADDRESS 1030 S GATEWAY MADERA CA 93637			SHIPPED TO JOBSITE:	
			NAME CITY OF MADERA PUBLIC WORKS	
PHONE			ADDRESS BYPASS LIFT STATION Cleveland & Schnoor Madera CA 93637	
			PHONE	

Notes:

QUOTE#1051-IND-771615
EMERGENCY BY PASS
COMPLETE RETURN

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT TAXABLE	
1.00		PUMP IND 6" DV150C 4045TF TR	614351	Returned	4/12/2018	4/13/2018	2.00	\$597.32	\$597.32	Y
1.00		PUMP IND 8" DV150i 4045TF TR	611197	Returned	4/12/2018	4/13/2018	2.00	\$597.32	\$597.32	Y
1.00		SPILLGUARD 10'X18'X8'	271902	Returned	4/12/2018	4/13/2018	2.00	\$42.00	\$42.00	
1.00		726318- 8X8 FLG X VIC	MR IND	Returned	4/12/2018	4/13/2018	2.00	\$13.46	\$13.46	Y
1.00		8" VIC STL CAP	MR IND	Returned	4/12/2018	4/13/2018	2.00	\$5.00	\$5.00	Y
3.00		ADAPT 6" FLNGXGRV WLDSTL	726306	Returned	4/12/2018	4/13/2018	2.00	\$14.48	\$43.44	Y
3.00		CPLR 6" GRV HEAVY WT CAST 77	720766	Returned	4/12/2018	4/13/2018	2.00	\$4.44	\$13.32	Y
20.00		CPLR 8" GRV HEAVY WT CAST 77	720768	Returned	4/12/2018	4/13/2018	2.00	\$7.23	\$144.60	Y
3.00		ELL 8" 11DEG GRV CAST 7113	720735	Returned	4/12/2018	4/13/2018	2.00	\$15.72	\$47.16	Y
1.00		ELL 8" 45DEG GRV WLDSTL	721196	Returned	4/12/2018	4/13/2018	2.00	\$9.71	\$9.71	Y
2.00		ELL 8" 90DEG GRV CAST 7110	720702	Returned	4/12/2018	4/13/2018	2.00	\$16.94	\$33.88	Y
2.00		ELL 8" 90DEG GRV WLDSTL	720758	Returned	4/12/2018	4/13/2018	2.00	\$12.64	\$25.28	Y
1.00		HOSE 8"x10' HD TNK TRK GR 100#	722434	Returned	4/12/2018	4/13/2018	2.00	\$130.92	\$130.92	Y
2.00		HOSE 8"x20' PVC SUC GRV	727238	Returned	4/12/2018	4/13/2018	2.00	\$121.09	\$242.18	Y
2.00		PIPE 8" X 10 VIC AL PIPE	978910	Returned	4/12/2018	4/13/2018	2.00	\$10.26	\$20.52	Y
2.00		PIPE 8"x2' GRV AL 83	978902	Returned	4/12/2018	4/13/2018	2.00	\$5.22	\$10.44	Y
6.00		PIPE 8"x30' GRV AL 83	978930	Returned	4/12/2018	4/13/2018	2.00	\$23.90	\$143.40	Y
20.00		PIPESTAX 4	724934	Returned	4/12/2018	4/13/2018	2.00	\$1.42	\$28.40	Y
2.00		REDUCER 8"x6" GRV WLDSTL	727947	Returned	4/12/2018	4/13/2018	2.00	\$12.47	\$24.94	Y
1.00	EA	Delivery Hauling LOAD AND DELIVERY PARTS FOR EMERGENCY BY PASS	M110			SERVICES		\$1,314.50	\$1,314.50	Y
1.00	EA	Fuel Surcharge	FSC			SERVICES		\$37.20	\$37.20	Y
1.00	EA	Return Hauling	M108			SERVICES		\$778.00	\$778.00	
1.00	EA	Fuel Surcharge - Tax Exempt	FSC-NT			SERVICES		\$37.20	\$37.20	
1.00		AQFEE	AQFEE			OTHER		\$68.69	\$68.69	



INVOICE

Rain For Rent San
Joaquin
21500 West Manning Ave
San Joaquin CA 93660
United States
559-693-4315

24/7 Emergency 800-742-7246
www.rainforrent.com

your sales person	REMIT PAYMENTS TO:
MIKE BRONZE	Rain for Rent
	RAIN FOR RENT FILE 52541 LOS ANGELES, CA 90074-2541

CONTRACT # 1042114
CUSTOMER CITY OF MADERA PUBLIC WORKS

INVOICE#	INVOICE DATE	PO or JOB#	PAYMENT DUE
1190491	4/18/2018	MIKE MATHIES	5/16/2018

CUSTOMER # 112516
NAME CITY OF MADERA PUBLIC WORKS

PLEASE PAY \$4,696.23

ADDRESS 1030 S GATEWAY
MADERA CA 93637

SHIPPED TO JOBSITE:
NAME CITY OF MADERA PUBLIC WORKS

ADDRESS BYPASS LIFT STATION
Cleveland & Schnoor
Madera CA 93637

PHONE

PHONE

QTY	UOM	DESCRIPTION	PRODUCT #	STATUS	DATE OUT	BILLED THRU	DAYS BILLED	PRICE	AMOUNT	TAXABLE

TOTAL SALES:	\$0.00
TOTAL RENTALS:	\$2,173.29
TOTAL SERVICES:	\$2,166.90
TOTAL OTHER:	\$66.69
SUBTOTAL:	\$4,408.88
TAX:	\$287.35
TOTAL:	\$4,696.23

FOR PROPER CREDIT, PLEASE INCLUDE INVOICE NUMBER ON YOUR PAYMENT.
PAST DUE AMOUNTS ARE SUBJECT TO A SERVICE CHARGE OF 1.50%
CUSTOMER, (RENTEE OR BUYER as context requires), shall be deemed to accept
all terms, conditions and provisions hereof upon execution of this agreement;
ordering; or delivery of equipment to customer, whichever comes first.

PAYMENT TERMS: NET 30

SIGNATURE: _____ DATE: _____



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: June 6, 2018

Agenda Number: E-2



Department Director



City Administrator

SUBJECT: Consideration of a Resolution Initiating the Process to Finance a Fire Station and to Engage Selected Parties for Professional Services Required to Complete the Financing and Request for Direction from the City Council on the Term of the Financing

RECOMMENDATION:

- 1) Adopt a resolution of the City of Madera initiating the process to finance a fire station and authorizing the City Administrator or Director of Financial Services to engage the selected parties for professional services required to complete the financing.
- 2) Provide direction to proceed with a 30-year public bond offering from the financing of the New Fire Station as recommended by staff and by the Municipal Advisor or select from the other financing options and terms.

SUMMARY: City staff has reviewed the resources available to construct and operate a new fire station. It is anticipated that Measure K dollars will be available in the approximate amount of \$3.7 million to contribute to the construction cost leaving an estimated \$5.2 million to be financed. In addition, it is estimated that about \$450,000 per year is available to pay for annual debt service. Staff is seeking policy direction as to the term of the financing of somewhere between 15 and 30 years. The determination of the term will potentially drive the proposed sale type either by direct placement or public offering. In addition, a team is being recommended to bring the proposed financing to the City Council for formal approval.

DISCUSSION: The City's Municipal Advisor, Del Rio Advisors, LLC (the "Municipal Advisor") has evaluated several alternatives to finance the needed \$5.2 million. These include both a public offering to institutional and retail investors and a direct placement to commercial banks and other lending institutions. The term of the financing is critical since Measure K dollars will be the expected internal source of repayment not only for the financing but also ongoing operations of the facility.

A public offering entails the preparation of an official statement, the primary marketing document used by the underwriter to sell the bonds to the public. The document will describe not only the bonds in detail but also describe the City's financial condition in detail. A public offering also

requires applying for and paying for a rating from S&P. The City does not currently have a public rating on its' General Fund. Other than the recent refunding of the golf course and police station project as a direct placement and a couple of municipal leases, the General Fund has no other outstanding obligations and none that are publicly traded. The increased documentation and the costs related to a public offering are sometimes offset by lower interest rates than for a direct placement. However, the time to assemble all the documentation and complete the rating process can take between 90 and 120 days to complete.

The City has completed several direct placements one for the refunding of the golf course and police station project in 2017, another for the CFD 2006-1 refunding earlier this year and finally one for the water/sewer refunding in 2015. A direct placement is less time consuming (45-60 days to complete) and costs less to document but are often sold at a higher interest rate than those of a public offering.

Based on an estimated cash flow from City staff, the estimated maximum amount of debt service that can be supported by Measure K sales tax revenue is approximately \$450,000 per year in FYs 2019 and 2020 and is estimated to grow at 1.15% per year after 2020. Based on our cost estimates, a 15-year direct placement will have annual debt service payments of approximately \$466,183 per year slightly exceeding the approximate \$450,000 per year of available sales tax revenue in FYs 2019 and 2020.

Unfortunately, the most direct placement lenders will only bid on a direct placement of 15 years or less. If you move beyond a 15-year final maturity, the number of commercial banks that operate in the municipal space is greatly diminished to less than a hand full and none that will go beyond 20 years except under extreme distress circumstances.

Tonight, we are seeking policy direction from the City Council on the term of the financing. Based on the table on the next page, the term of the financing has a significant impact not only on the annual debt service but the total debt service paid over time. For example, a 20-year public offering has annual debt service estimated at between \$381,135 and \$402,054 per year with total debt service ranging from \$7,622,694 to \$7,626,358. While a 30-year public offering has annual debt service ranging from \$305,588 to \$317,279 per year with total debt service ranging from \$9,167,625 to \$9,190,577. The net result is that the extension of the term from 20 to 30 years reduces annual debt service by \$76,000 to \$85,000 per year but increases total debt service over the life of the bonds by over \$1.5 million.

The table on the next page makes certain assumptions that the General Fund S&P rating will fall in the BBB+ to A- categories and the transaction will qualify for bond insurance making the S&P rating AA (Insured). Also, the numbers look at whether the City would qualify for a surety policy provided by the insurer or whether the transaction would need to fund a reserve fund held in cash. If a reserve fund is held in cash, the annual debt service is assumed to be offset by interest earnings on the reserve fund conservatively estimated at 2.00% per year and the reserve fund would be used to pay the final year of debt service.

Assuming market interest rates as of May 24, 2018, the table on the next page summarizes the current relationships between the various options:

Sale Type	Term	Principal Amount	Total Debt Service ⁽³⁾	Estimated Annual Payment ⁽³⁾	“All-In” Yield ⁽³⁾
Direct Placement (No Reserve Fund)	15 Years	\$5,275,000	\$6,992,744	\$466,183	3.96%
Direct Placement (No Reserve Fund)	20 Years	\$5,275,000	\$7,762,904	\$388,142	4.16%
Public Offering (Surety)	20 Years	\$5,520,000	\$7,622,694	\$381,135	3.95%
Public Offering ⁽²⁾ (Cash Reserve Fund)	20 Years	\$5,855,000	\$7,626,358	\$402,054	3.91%
Public Offering ⁽¹⁾ (Surety)	30 Years	\$5,470,000	\$9,167,625	\$305,588	4.13%
Public Offering ⁽¹⁾⁽²⁾ (Cash Reserve Fund)	30 Years	\$5,795,000	\$9,190,577	\$317,279	4.10%

Notes

-
- (1) Currently preferred sale type and term
 - (2) Net of reserve fund earnings at 2.00% and reserve fund corpus used to make final year debt service payment
 - (3) Includes estimated market interest rates as of May 24, 2018 and all costs of issuing the respective obligation

The currently recommended sale type is a public offering for 30 years. The lower the annual debt service, the more Measure K dollars will be available for other approved uses. Also, if the sales tax projections do not hold up or there is another severe recession causing a reduction in sales tax receipts, the General Fund would need to make up any shortfalls to pay debt service. **This is a critical point in that the General Fund is facing increasing pressures from OPEB and pension costs and the City should make every effort to protect its’ cash resources in the General Fund.**

The question as to term is the main policy question before the City Council tonight. If the City Council agrees with the recommended 30-year term, then the direct placement is off the table. However, if the City Council wishes to shorten the term to something between 15 and 20 years to more closely match the available sales tax cash flow, then staff and the Municipal Advisor will work with the financing team to canvass the market and secure formal term sheet proposals from the direct placement lenders that will go out beyond 15 years. This more formal process will allow the financing team to make a more detailed comparison with the comparable public offering of the same term.

For public offering, the estimated costs of issuance are as follows:

Line Item	Amount
Bond / Disclosure Counsel	\$40,500
Municipal Advisor	\$42,500
Municipal Advisor Expenses	\$750
S&P Rating Fee	\$15,000
Trustee	\$5,000
Trustee Counsel	\$2,500
Title Insurance	\$7,500
Printing	\$5,000
Miscellaneous	<u>\$6,250</u>
Total	\$125,000

For direct placement, the estimated costs of issuance are as follows:

Line Item	Amount
Bond Counsel	\$20,000
Municipal Advisor	\$27,500
Municipal Advisor Expenses	\$750
Placement Agent	\$17,000
Title Insurance	\$7,500
CDIAC	\$1,300
Miscellaneous	<u>\$950</u>
Total	\$75,000

To begin work, the Municipal Advisor reached out to several professionals to secure fee proposals to act in the role of Placement Agent on a direct placement or Underwriter on a public offering and to act as Bond Counsel on a direct placement or Bond/Disclosure Counsel on a public offering. The results of the fee proposals are summarized in the tables below:

Firm	Placement Agent	Underwriter's Discount	Notes
Brandis Tallman LLC ⁽¹⁾	\$17,000	\$5.80	Underwriter's Discount Includes Underwriter's Counsel
Piper Jaffray	\$25,000	\$8.49	Underwriter's Discount Includes Underwriter's Counsel
Hilltop	\$15,000	\$6.92	Underwriter's Discount Includes Underwriter's Counsel

Firm	Bond Counsel	Disclosure Counsel	Both	Notes
Jones Hall	\$30,000	\$20,000	\$50,000	Includes Expenses
Kronick ⁽¹⁾	\$20,000	\$20,000	\$40,500	Public Offering (BC) Includes + \$500 Exp
Orrick	\$25,000	\$40,000	\$65,000	Includes Expenses

Notes

(1) Recommended Firm

Since the preferred sale type is currently a public offering and since they proposed the lowest underwriter's discount, the recommendation for Placement Agent and Underwriter is Brandis Tallman LLC. Since the firm proposed the lowest fees for both Bond Counsel on a direct placement and Bond/Disclosure Counsel for a public offering, it is recommended that Kronick, Moskovitz Tiedemann & Girard be selected as Bond/Disclosure Counsel.

To enter into a lease transaction, the City needs to lease an essential asset to act as collateral for the lender or the bondholders. The insured value of the leased asset needs to be at least equal to or greater than the principal amount borrowed, currently estimated at between \$5,275,000 to \$5,855,000. As part of the lease refinancing project completed at the end of 2017, the City used the corporation yard as the leased asset and released the city hall from the golf course financing and released the police station from the police station financing. Based on the current insured values, both essential assets will need to be used for this financing:

Asset	Insured Value
Police Station	\$4,175,471
City Hall	\$3,466,327
Total	\$7,641,798

Under California Law, the City covenants to appropriate lease payments in their annual budget and the lease is subject to "abatement" if the City no longer has "use and occupancy of the leased asset. In the event of default, the lease cannot be accelerated and the lease payments must equal

“fair rental value”. Federal tax law requires that the lease term cannot exceed the useful life of the improvements and 85% of the proceeds must be spent within three (3) years of closing. In addition, in the aftermath of the “Great Recession”, lenders are now closely evaluating the insured value of the leased asset and are requiring the asset be essential making it unlikely the City will walk away in the event of fiscal distress.

In order to close the lease transaction, the City will need to secure both title insurance and rental interruption insurance. The title search will confirm that the leased asset is free and clear of any encumbrances and the rental interruption insurance will make the lease payments to the lender or bondholders in the event the City loses “use and occupancy” of the leased asset for a period, usually up to two years.

FINANCIAL IMPACT: It is estimated that the City’s General Fund will pay something less than \$450,000 per year and the internal source of repayment will be Measure K sales tax dollars. The question of term and the resulting annual impact is what we are seeking from the City Council as part of this action.

The costs of issuance are fully contingent except the rating fee in a public offering. The rating fee is currently estimated at \$15,000 but would not become due and payable until late in the financing process. The costs of issuance are fully accounted for in the calculation of all the scenarios compared above.

Attachments:

Resolution
Agreements

RESOLUTION NO. _____

RESOLUTION OF THE CITY OF MADERA INITIATING THE PROCESS TO FINANCE A FIRE STATION AND AUTHORIZING THE CITY ADMINISTRATOR OR DIRECTOR OF FINANCIAL SERVICES TO ENGAGE THE SELECTED PARTIES FOR PROFESSIONAL SERVICES REQUIRED TO COMPLETE THE FINANCING

WHEREAS, the City of Madera (the "City") is exploring ways to finance a fire station; and

WHEREAS, the City Council, at its' last meeting appointed Del Rio Advisors, LLC as Municipal Advisor (the Municipal Advisor"); and

WHEREAS, the Municipal Advisor, on behalf of the City, solicited fee proposals from firms to act in the role of Underwriter / Placement Agent and Bond and Disclosure Counsel; and

WHEREAS, three firms responded to the fee proposal for Underwriter / Placement Agent; and

WHEREAS, Brandis Tallman proposed to provide underwriting services and quoted a not-to-exceed fee of 0.58% (\$5.80/bond) of the par amount of bonds; and

WHEREAS, three firms responded to the fee proposal for Bond Counsel and Disclosure Counsel; and

WHEREAS, Kronick Moskovitz Tiedemann & Girard quoted the low fee and agreed to provide both Bond Counsel and Disclosure Counsel services for a not-to-exceed fee of \$40,500, including standard expenses; and

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

1. The above recitals are true and correct.
2. The City Council directs staff to initiate the process to finance a fire station.
3. The City Council directs the City Administrator or Director of Financial Services to enter into an agreement with Brandis Tallman LLC as Underwriter with total compensation not-to-exceed 0.58% (\$5.80/bond) of the par amount of bonds, a copy of which is filed in the City Clerk's office and can be referred to for particulars.
4. The City Council directs the City Administrator or Director of Financial Services to enter into an agreement with Kronick, Moskovitz Tiedemann & Girard as Bond Counsel and Disclosure Counsel in an amount not-to-exceed \$40,500, a copy of which is filed in the City Clerk's office and can be referred to for particulars.
5. The resolution is effective immediately upon adoption.

AGREEMENT FOR UNDERWRITING SERVICES

This contract ("AGREEMENT"), MADE AND ENTERED INTO AS OF June _____, 2018, by and between the City of Madera (the "CITY") and Brandis Tallman LLC ("BTLLC ").

RECITALS

- A. THE CITY requires the services of BTLLC to act as Underwriter for CITY'S proposed financing(s) (the "Financing") described below:
 - o 2018 Certificates of Participation (Fire Station Financing)

- B. BTLLC possesses distinct professional skills necessary to perform the services described in AGREEMENT

- C. BTLLC will work with other members of the Finance Team to facilitate and complete the assignment contemplated herein.

- D. If market conditions cause a direct placement to provide better economic results than a public offering, BTLLC will act as placement agent instead of Underwriter.

NOW, THEREFORE, THE CITY and BTLLC agree as follows:

BTLLC shall make all reasonable efforts to complete the tasks described under Scope of Services, below, in a timely manner.

BTLLC shall be ready and able to begin to perform services required by AGREEMENT immediately upon its execution and shall perform such services diligently until AGREEMENT terminates.

BTLLC shall maintain records and documents related to the performance of AGREEMENT, and shall allow THE CITY access to such records, upon request, for a period of three (3) years from the date of AGREEMENT's termination. BTLLC shall provide copies of these records and documents when requested by THE CITY.

BTLLC's charges will not include reimbursement to other agents or representatives.

1. Scope of Services:

BTLLC shall perform all the duties and services specifically set forth herein and shall provide such other services as it deems necessary or advisable,

or are reasonable and necessary to accomplish the intent of the CITY in a manner consistent with the standards and practices of underwriters prevailing at the time such services are rendered to the CITY.

The CITY may, with the concurrence of BTLLC, expand this Scope of Services to include any additional services not specifically identified within the terms herein.

BTLLC shall assist the CITY and the CITY'S Municipal Advisor (the "MA") in coordinating the planning and execution of the Financing, shall obtain funds from investors, and shall provide proceeds at closing. The overall coordination of the Financing shall be such as to minimize the costs of the transaction coincident with maximizing the CITY's financing flexibility and capital market access.

BTLLC's proposed services may include, but shall not be limited to, the following:

- *Work with the CITY and the MA to develop the transaction timetable and design the plan of finance*
- *Assist with development of the bond structure*
- *Assist in the development of the bond documents*
- *Assist with due diligence and preparation of the Preliminary Official Statement*
- *Detailed review of the Preliminary and Final Official Statement*
- *Analyze the benefits of a rating and/or credit enhancement*
- *Assist in preparing any rating agency strategy and presentation*
- *"Run the numbers" providing quantitative analysis of financing structure*
- *Identify, evaluate and explain the benefits and risks of alternative financing structures*
- *Prepare and present information about the Financing to the CITY, Council, and staff*
- *Assist in determining timing for bond sale based on market conditions*
- *Develop a pre-sale marketing plan*
- *Solicit price views from the market to provide preliminary pricing indications for the offering range of the Financing*
- *Provide sales comparables and market commentary*
- *Plan for and execute a thorough distribution/sale of the bonds*
- *Execute bond purchase agreement with the CITY*
- *Provide pre-close and closing assistance*
- *Prepare a post-closing compilation of the transaction*
- *Act as placement agent, if market conditions cause a direct placement to have better economic results than a public offering*

REPRESENTATIONS

Confirming communications with the CITY regarding risk, BTLLC represents the following:

- a) we have no conflict of interest with the CITY, such as a third-party payment or profit-sharing with investors in connection with this Financing;
- b) we have made every effort to have a reasonable basis for all information provided and to present it in a clear, accurate and not misleading presentation;
- c) it must be noted that as a broker/dealer, our relationship with an issuer is basically an "arm's-length" commercial transaction, and we may have financial and other interests that differ from the CITY;
- d) we are not acting as a municipal advisor, financial advisor or fiduciary to the CITY or any other person or entity and have not assumed any advisory or fiduciary responsibility to the CITY with respect to the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto;
- e) the only obligations we have to the CITY with respect to the transaction contemplated hereby are set forth in this AGREEMENT, except as otherwise provided by applicable rules and regulations of the SEC or the rules of the MSRB;
- f) the CITY has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction.

2. Assignment:

BTLLC shall not assign this AGREEMENT or any portion of it without the express written approval of the CITY.

3. Term:

The commencement date of the AGREEMENT is the execution date as indicated on the signature page of this AGREEMENT and the end date is the earlier of either the successful closing of the financing or termination by either party. In addition, this AGREEMENT will be valid and binding until December 31, 2020, unless otherwise amended to extend the term.

4. Termination:

This AGREEMENT may be terminated by either party with 30-days written notice delivered by registered mail to the other party. If terminated, CITY will pay any standard reimbursable expenses accrued to date and otherwise contingent on the successful closing of the transaction.

5. Confidentiality:

BTLLC shall not disclose or make use of confidential or proprietary information or knowledge that may be disclosed to him, directly or indirectly, in the course of any performance under AGREEMENT. This Section survives termination of AGREEMENT.

6. Payment and Expenses:

Our fee for services for this Financing will be set forth in the bond purchase agreement. The fee is contingent upon the completion of the Financing and is paid out of Financing proceeds. There is no upfront fee or accruing liability to the CITY for the services of BTLLC. BTLLC has an "arm's-length" relationship with the CITY. The CITY reserves the right to terminate this AGREEMENT or reject the proposed Financing at any time.

7. BTLLC's Responsibility:

It is understood and agreed that BTLLC has the professional skills necessary to perform the work agreed and that the CITY relies upon the professional skills of the BTLLC to do and perform its work in a skillful and professional manner.

It is further understood and agreed that the BTLLC has reviewed the scope of work to be performed and that the BTLLC agrees in their professional judgment said work can and shall be completed at the rate set forth in AGREEMENT.

8. Insurance Requirements:

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

Minimum Scope and Limits of Insurance

BTLLC shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of BTLLC arising out of or in connection with work to be performed under this AGREEMENT, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the CITY and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California. BTLLC shall submit to the CITY, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the CITY, its officers, agents, employees, and volunteers.

Maintenance of Coverage

BTLLC shall procure and maintain, for the duration of the AGREEMENT, 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 BTLLC, its agents, representatives, employees, subcontractors or subconsultants as specified in this AGREEMENT.

Proof of Insurance

BTLLC shall provide to the CITY certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the CITY prior to commencement of performance. Current evidence of insurance shall be kept on file with the CITY at all times during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow BTLLC, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. BTLLC hereby waives its own right of recovery against the CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If BTLLC maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by BTLLC.

Notice of Cancellation

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

Self-insured Retentions

Any self-insured retentions must be declared to and approved by the CITY. The CITY reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the CITY'S Risk Manager.

Timely Notice of Claims

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

Additional Insurance

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

9. Indemnity:

BTLLC shall indemnify and save harmless the CITY, its officers, agents, employees, and servants from all claims, suits or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CITY, its officers, agents, employees and/or servants in connection with this Agreement.

The CITY shall indemnify and save harmless BTLLC, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the fault or negligence of the CITY, its officers, agents, employees, and/or servants in connection with this AGREEMENT.

10. Notices:

Any notice required or permitted under the terms of AGREEMENT shall be effective upon receipt in writing either by personal service upon the authorized agent of the CITY or upon BTLLC, respectively, or by mailing the notice via U.S. Mail to:

To the CITY at:

CITY OF MADERA
205 W 4TH STREET
MADERA, CA 93637

To BTLLC at:

BRANDIS TALLMAN, LLC
NICOLE TALLMAN, C.E.O.
22 BATTERY STREET, SUITE 500
SAN FRANCISCO, CA 94111

This agreement is entered into as of _____, 2018

Brandis Tallman, LLC

By: _____
Nicole Tallman, C.E.O.

CITY OF MADERA

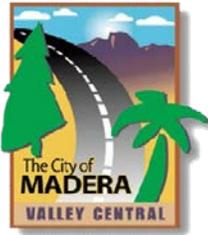
By: _____

Attest:

By: _____

Approved as to form:

By: _____

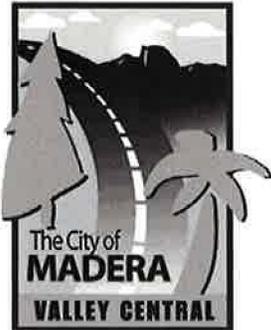


**Madera City Council Agenda 06/06/18
Agenda Item E-2**

**Consideration of a Resolution Initiating the Process to Finance a Fire
Station and to Engage Selected Parties for Professional Services
Required to Complete the Financing**

**The agreement with Kronick Moskowitz Tiedemann & Girard (Bond
Counsel and Disclosure Counsel) will be distributed prior to the
scheduled meeting.**

Report to City Council



Council Meeting of June 6, 2018

Agenda Item Number E-3

Approved by:



Department Director



City Administrator

Review and Feedback on Proposed Text for City Administrator Recruitment Brochure and Direction Regarding Next Steps

REQUESTED ACTION

Consultant Gary Phillips of Bob Murray & Associates has provided draft text for the City Administrator recruitment brochure. Staff recommends Council review the proposed text and provide any requested changes to the content or verbiage. Once the text has been reviewed and recommended revisions agreed upon by the City Council, staff requests Council provide direction to work with the consultant on the final recruitment brochure and proceed with opening the recruitment.

SITUATION

At its meeting on April 30, 2018, the City Council discussed the process and steps to be included in the City Administrator recruitment being conducted by Gary Phillips of Bob Murray & Associates on behalf of the City. The Council expressed its desire to collect and include community feedback to be included in the candidate profile. To that end, staff published an online electronic survey, provided hard-copy versions of the survey at City Hall and on the website that could be printed, and held a community stakeholder input meeting with Mr. Phillips facilitating the meeting. The City received ninety-one (91) responses to the online survey, no responses to the hard copy survey, and had twenty-seven (27) participants attend the community stakeholder meeting. All survey responses and notes from the community meeting have been published to the City's website. All of the survey responses and meeting input were taken into account by Mr. Phillips when drafting the proposed text for the brochure.

At this time, it is requested that Council provide feedback to staff on any recommended changes, revisions, edits or other modifications to the proposed language for the brochure. Once the language is approved, it is requested Council direct staff to work with the consultant on the final brochure version that will include pictures of our community and proceed with opening the recruitment.

Pictures have been provided by Joseph Carrello, Communications Specialist for the City, as well as from various departments within the City to showcase all aspects of our community, including our people, our neighborhoods, our infrastructure and our agricultural area.

FISCAL IMPACT

Council previously approved a contract for the services being provided by Bob Murray & Associates. The community input process and recruitment brochure were included in the defined scope of the project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Approval of the brochure text is not addressed in the Vision or Action Plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

**The City of Madera, CA
City Administrator**

THE COMMUNITY

The City of Madera is located in the heart of the State of California, 20 miles north of Fresno, 175 miles southeast of San Francisco, and 240 miles northwest of Los Angeles. Madera encompasses 12 square miles and has a population of approximately 64,000. The City has been described as the gateway to the world's richest farmland, the entrance to Yosemite National Park, a community of rich cultural heritage, and the home of traditional family values.

The City of Madera celebrated its 100th Anniversary in 2007. The City's rich history can be traced back to the lumber industry whose resilience played a vital role in sustaining the economy through a devastating drought and two nationwide depressions. Today, lumber has been replaced by diversified agriculture and a rich farming economy. Madera also offers an excellent school system, modern residential areas, and a variety of recreational facilities. For more information about this dynamic city, visit <https://www.cityofmadera.ca.gov/>.

THE ORGANIZATION

Incorporated in 1907, Madera is a general law city and operates under the Council-Administrator form of government. The City recently transitioned from Council representation at large to election by district. The Council now has six (6) members elected by district and an elected Mayor. The Council is the legislative body and its members are the community's decision makers. Power is centralized in the elected Council, which approves the budget and determines the tax rate, for example. The Council also focuses on the community's goals, major projects, and long-term considerations such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The City Administrator is appointed by, and reports to, the Council.

As the largest full-service city in Madera County, the City of Madera is recognized for its outstanding community-based service departments. From quality police and fire protection, to road repairs and trash removal, the City strives to provide the best services possible. The City is organized into 10 departments that include: City Administration, City Attorney, City Clerk, Community Development, Engineering, Finance, Fire, Human Resources, Information Systems, Parks and Community Services, Police, and Public Works. Municipal services are provided through the collaborative efforts of **XX** full-time employees and a budget of **\$XX** million.

Through the efforts of the Vision Implementation Committee, Vision Madera 2025 describes Madera in the year 2025 in four focus areas:

- A Well-Planned City
- A Strong Community and Great Schools
- Good Job and Economic Opportunity
- A Safe and Healthy Environment

More specifically, Madera envisions itself as a well-planned and attractive city; as a community abundant with good jobs and economic opportunity; as a strong community with great schools and strong family values; and a safe and healthy environment to live in where resources are protected, and healthy educational and recreational opportunities are provided.

THE POSITION

Under policy direction of the City Council, the City Administrator serves as the chief administrative officer of the City and directs the activities and operation of all departments; advises and assists the City Council in the conduct of City business; provides administrative oversight to the operational and policy functions of City government; coordinates City business with the various programs, officials, and outside agencies; provides a variety of other responsible and complex administrative support to the City Council; performs other related duties as required.

The City Administrator is the highest administrative management level position in the City and has responsibility for the administrative operation of the City departments which may include developing, recommending, and implementing policies, program planning, fiscal management, administration and operations of all City functions and services. The incumbent is responsible for accomplishing the City's goals and objectives and for ensuring that the citizens are provided with Desired and mandated services in an effective, cost efficient manner.

Essential functions of the City Administrator include, but are not limited to, the following:

- Accepts full responsibility for all City activities, programs, and services including directing the development and implementation of goals, objectives, policies, and procedures; ensures that established goals and priorities are achieved.
- Provides advice and consultation to the City Council on the development and implementation of City programs and services.
- Directs and participates in the preparation and administration of the City budget.
- Reviews and evaluates program service delivery methods and systems within the City including administrative and support systems and internal relationships; identifies opportunities for improvement and implements changes to standard operating procedures to enhance services.
- Coordinates the preparation of the agenda for the City Council with the City Clerk; addresses the City Council on behalf of City Staff; represents the City Council to employees, community groups, individual members of the public and other governmental agencies.
- Directs the implementation, maintenance, and enforcement of City personnel policies and practices as prescribed by the City Council.
- Prepares long-term plans of capital improvements with plans and determines their financing.
- Confers with department heads and managers concerning administrative and operational problems, work plans, and strategic plans; makes appropriate decisions or recommendations.
- Prepares and submits to the City Council reports of finances and administrative activities; keeps City Council advised of financial conditions, program progress, and present and future needs of the City.
- Confers with residents, taxpayers, businesses, and other individuals, groups, and outside agencies having an interest or potential interest in affairs of City concern.
- Responds to the most difficult complaints and requests for information.

- Selects, supervises, trains, and evaluates staff.
- Serves as a resource for the City Council, department personnel, City staff, and other organizations; coordinates pertinent information, resources, and work teams necessary to support a positive and productive environment.
- Studies systems and procedures and proposes improvements and simplifications; conducts continuous research in administrative practices and recommends to the City Council those practices which will produce greater efficiency and economy in operations.
- Coordinates various City activities with the Redevelopment Agency and with other governmental agencies and outside organizations.
- Performs all duties as may be prescribed by City Council action; directs the preparation of plans and specifications for work which the City Council orders.
- Attends and participates in professional and community meetings as necessary; stays current on issues relative to public administration and relative service delivery responsibilities; responds to and resolves sensitive and complex community and organizational inquiries and complaints.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

THE IDEAL CANDIDATE

The City of Madera seeks a forward-thinking, solutions-oriented City Administrator with strong interpersonal and managerial skills to provide effective leadership and coordinate the activities of a large, full-service municipal organization. The City is looking for an open-minded, trustworthy, and accessible individual with the ability to establish and maintain strong, collaborative relationships with elected officials, City staff, community members and local organizations, as well as the business sector. The ideal candidate will be a strategic thinker and visionary leader with the ability to assess the current organization and develop a strategic vision to move Madera forward. He or she will be able to gain the confidence and cooperation of others to work effectively together and create an environment of trust and respect throughout the organization. The City will benefit from a candidate who is willing to make a long-term, professional and personal commitment to the Madera community. He or she will be someone who not only values and understands the needs of the community but can balance those needs with that of the organization. Ideally, the incoming City Administrator will have a strong background in city operations, experience working with limited resources and budgets, and a history of successful interaction with diverse and underserved communities.

A politically astute, yet apolitical, candidate with strong business and financial acumen and economic development competency is being sought. Strong oral and written communication skills and the ability to engage and communicate with people at all levels are essential to success in this assignment. The incoming City Administrator will be a dynamic and experienced professional, creative and resourceful in his or her approach to problem solving, and someone that views challenges as opportunities. Ideally, the City Administrator will be someone who demonstrates the following attributes:

- Good communicator with an approachable, engaging, and transparent style
- Ability to lead by example and hold staff accountable
- Champion of integrity and ethical behavior

- Strong customer service orientation
- Consistent, firm but fair decision maker with the courage to tackle issues and complaints in a confidential, professional, and timely manner
- A collaborator with a commitment to creating a teamwork environment
- Encourages professional growth, development, and training of staff

The incumbent will be presented with opportunities that include:

- Development and implementation of a strategic plan (Vision Madera)
- Downtown revitalization and citywide beautification/improvements
- Economic development and partnerships
- Housing and Homelessness
- Neighborhood safety
- Programs for youth and senior citizens
- Succession Planning

A strong candidate for this position will possess knowledge of modern public administrative methods and procedures, organizations, and functions; current social, political, and economic trends and operating problems of municipal government; principles and practices of municipal budgeting and finance; local and state legislative processes; applicable federal and state laws, rules and regulations regarding local government operations; principals of effective public relations and interrelationships with community groups and agencies, private businesses and firms, and other levels of government. Experience with utilities will be valued.

Any combination of education and experience that has provided the knowledge, skills, and abilities necessary for a City Administrator is qualifying. A typical way of obtaining the required qualifications is to possess the equivalent of five (5) years of directly related experience at an administrative, management, or staff level in municipal government with at least two (2) years as a manager or supervisor, and a Bachelor's degree in Public Administration, Planning, Business Administration, Public Finance, or a related field. A Master's degree in Public Administration is highly desirable. Candidates must possess, or have the ability to obtain, a valid Class C California Driver's License.

THE COMPENSATION

The annual salary range for the incoming City Administrator is open and dependent upon qualifications and experience. The City also offers a comprehensive benefits package that includes:

Retirement – The City participates in the California Public Employees' Retirement System (PERS) under a 2% @ 60 formula for Classic Members, average three-year final compensation; Employee contribution paid by the employee pre-tax. New Members are under a 2% @ 62 formula, average three-year final compensation; Employee contribution paid by the employee pre-tax. The City does not participate in Social Security.

Deferred Compensation Plan – City offers two (2) voluntary 457(g) deferred compensation plans.

Health Insurance – The City provides monthly benefit dollars for employees to put towards medical, dental, and vision coverage for the employee and family.

Long-Term Disability – This City paid benefit provides up to 2/3 income protection in the event of a debilitating event.

Life Insurance – \$50,000 for the employee and \$5,000 dependent life provided by the City.

Holidays – 11 full-day and 2 half-day paid holidays per year.

Vacation – 10 days per year for new employees.

Sick Leave – 12 days per year.

Administrative Leave – 5 days per year.

Alternate Work Schedule – 9/80 work schedule available.

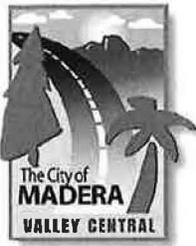
Employee Assistance Program – This benefit is provided to employee and their families at no cost to the employee.

TO APPLY

If you are interested in this outstanding opportunity, please visit our website at www.bobmurrayassoc.com to apply online.

Filing Deadline: July 13, 2018

Following the closing date, resumes will be screened according to the qualifications outlined above. The most qualified candidates will be invited to personal interviews with Bob Murray and Associates. Candidates will be advised of the status of the recruitment following finalist selection. Finalist interviews will be held with the City of Madera. A select group of candidates will be asked to provide references once it is anticipated that they may be recommended as finalists. References will be contacted only following candidate approval. If you have any questions, please do not hesitate to call Mr. Gary Phillips at (916) 784-9080.



REPORT TO CITY COUNCIL

Approved by:

Donia Alvarez

Department Director

Steve Kronlein

City Administrator

Council Meeting of: June 6, 2018

Agenda Number: E-4

SUBJECT: Informational Report Regarding the Regular Council Meeting Scheduled 7/04/18

RECOMMENDATION: Informational only. No action is requested.

DISCUSSION: The first regular Council meeting in July falls on Wednesday, 7/4/18, a holiday. Madera Municipal Code (MMC) §2-1.01 states that if a regular meeting falls on a holiday, *...such meeting shall be held at the same hour on the next succeeding day not a holiday unless otherwise provided by the Council.* As a result, the regular meeting will be held on Thursday, 7/5/18 at 6:00 p.m.

This is an informational only item. The information is provided to ensure the Council and the public are aware of the date change in accordance with the Municipal Code.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Scheduling of council meetings is not specifically addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.