

# **Regular Meeting of the Madera City Council and Special Meeting of Madera City Council as Successor Agency to the Former Madera Redevelopment Agency**

205 W. 4<sup>th</sup> Street, Madera, California 93637

## **JOINT MEETING NOTICE AND AGENDA**

**Wednesday, March 4, 2020  
6:00 p.m.**

**Council Chambers  
City Hall**

### **CALL TO ORDER**

**ROLL CALL:** Mayor Andrew J. Medellin  
Mayor Pro Tem Santos Garcia, District 5  
Council Member Cece Gallegos, District 1  
Council Member Jose Rodriguez, District 2  
Council Member Steve Montes, District 3  
Council Member Derek O. Robinson Sr., District 4  
Council Member Donald E. Holley, District 6

**INVOCATION:** Pastor James Kendall, Grace Community Church

**PLEDGE OF ALLEGIANCE:**

**APPROVAL OF AGENDA:**

**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, but are not required, to identify themselves and state the subject of their comments. 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.

**WRITTEN COMMUNICATIONS:**

None

**PRESENTATIONS:**

None

**INTRODUCTIONS:**

None

**A. WORKSHOP**

None

**B. CONSENT CALENDAR**

***Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.***

B-1 Minutes – 2/19/20

B-2 Informational Report on Register Audited Demands 2/8/20 – 2/21/20 (Report by Roger Sanchez)

B-3 Informational Report on Personnel Activity (Report by Wendy Silva)

B-4 Consideration of a Resolution Approving Three Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Three Easement Deeds and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (APN No. 009-130-001, 009-130-007, and 009-340-043) (Report by Keith Helmuth)

B-5 Consideration of a Minute Order Acceptance of the Construction, File Notice of Completion, and Release of Retention Funds for the 2018-19 SB-1 (RMRA) Seals and Overlays, City Project No. R-76 (Report by Keith Helmuth)

B-6 Consideration of a Resolution Approving a Non-Disclosure Agreement with Pacific Gas and Electric Company (PG&E) for Utility Information for Various City Projects, and Authorizing the City Engineer to Execute the Non-Disclosure Agreement (Report by Keith Helmuth)

B-7 Consideration of a Resolution Authorizing the City Manager or Designee to: Execute All Documentation for Pre-Application and Application to the Federal Aviation Administration for Airport Improvement Program Grants for Federal Fiscal Years 2020 and 2021 for the Madera Municipal Airport as Shown in the City's Capital Improvement Plan; Accept Federal Aviation Administration Airport Improvement Program Grants for Federal Fiscal Year 2020 and 2021 Projects at the Airport Including All Subsequent Amendments Thereto; and Apply for and Accept Grants and All Subsequent Amendments Thereto

Offered by the California Department of Transportation, Division of Aeronautics for Matching Funds for Federal Fiscal Year 2020 and 2021 Federal Aviation Administration Approved Projects at the Madera Municipal Airport. (Report by Jim Howell)

- B-8 Consideration of Adopting a Resolution Approving an Agreement with Reinard W. Brandley, Consulting Airport Engineers, for Airport Engineering and Construction Management Services and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Jim Howell)
- B-9 Consideration of a Resolution Appointing Michael Pistoresi to the City of Madera Airport Advisory Commission Representing District 3 (Councilmember Steve Montes) (Report by Jim Howell)
- B-10 Consideration of a Resolution Authorizing Submittal of a Joint Application to the California Department of Housing and Community Development for Infill Infrastructure Grant Program Funding in an Amount Not to Exceed \$6 Million to Construct Off-Site Improvements for a 52-Unit Affordable Apartment Complex (Sugar Pine Village formerly known as Madera Village) and Approving a Memorandum of Understanding with Self-Help Enterprises to Apply as Joint Applicants for Said Funds (Report by Ivette Iraheta)
- B-11 Consideration of a Resolution Approving a Contract with Fraser and Associates for the Preparation and Filing of the Required Continuing Disclosure Reports for the City of Madera (City) and the Madera Successor Agency to the Former Madera Redevelopment Agency (Agency) Outstanding Bond Transactions for the Period from Execution of Contract for a Term of Three (3) Years (Report by Roger Sanchez) ***(City and Successor Agency Action)***
- B-12 Consideration of a Resolution of the City Council Approving an Agreement between the City and Thales Consulting, Inc. to Prepare and File the City's Financial Transactions Report, the Financing Authority Special District Report, and the Annual Transit Report for Fiscal Year (FY) 2019/20 with the State Controller's Office (Report by Roger Sanchez)

**C. PUBLIC HEARINGS**

None

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**

- D-1 Waive full Reading and Consider Introduction of an Ordinance Amending Title V, Sanitation and Health, Chapter 3 Garbage, Refuse and Recycling of the Madera Municipal Code to Establish Mandatory Organic Recycling Requirements for Commercial Businesses and Multi-family Units Containing Five or More Units as Required by AB 1826 (Report by Jim Howell)

**E. ADMINISTRATIVE REPORTS**

- E-1 Community Facilities District 2006-01 (Kaufman & Broad subdivision) follow-up from City Council Workshop held on June 19, 2019 (Report by Arnoldo Rodriguez)

**F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**

*This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.*

**G. CLOSED SESSION**

- G-1 Liability Claim Pursuant to Government Code §54956.95  
Agency Claimed Against: City of Madera  
Claimant: Rodriguez, Elizabeth
  
- G-2 Conference with Legal Counsel – Existing Litigation pursuant to Government Code §54956.9(d)(1)  
Name of Case: MCA 1803 LLC v. City of Madera Avenue
  
- G-3 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8  
Property: 2 Parcels  
City of Madera APNs: 009-331-002 and 003  
Agency Negotiator(s): Arnolando Rodriguez (**Successor Agency**)  
Negotiating Party: SPAN Construction & Engineering, Inc.  
Under Negotiations: Price and Terms
  
- G-4 Conference with Labor Negotiators – Pursuant to Government Code §54957.6  
Agency Designated Representative: Che Johnson, Wendy Silva, and Arnolando Rodriguez  
Represented Employee Groups:  
Madera Police Officers’ Association  
Law Enforcement Mid Management Group  
General Bargaining Unit  
Mid Management Employee Group
  
- G-5 Conference with Labor Negotiators – Pursuant to Government Code §54957.6  
Agency Designated Representative: Arnolando Rodriguez  
Unrepresented Position: Public Works Operations Director
  
- G-6 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8  
Property: 7 Parcels  
City of Madera APNs: 008-143-003, 008-143-021, 008-143-020, 008-143-019, 008-143-018, 008-143-001, 007-142-001  
Agency Negotiator(s): Arnolando Rodriguez  
Negotiating Party: Rick Amerine  
Under Negotiations: Price and Terms

**ADJOURNMENT** – Next regular meeting on March 18, 2020

---

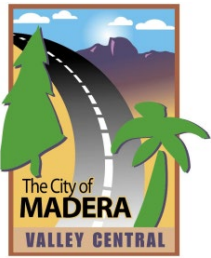
- Please silence or turn off cell phones and electronic devices while the meeting is in session.
  - Regular meetings of the Madera City Council are held the 1<sup>st</sup> and 3<sup>rd</sup> Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
  - Any writing related to an agenda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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for March 4, 2020 near the front entrances of City Hall and on the City's website [www.madera.gov](http://www.madera.gov) at 6:00 p.m. on February 27, 2020.



---

Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	02/19/2020
Adopted:	03/04/2020

**MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL,  
SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY**

**February 19, 2020  
6:00 p.m.**

**Council Chambers  
City Hall**

**CALL TO ORDER** – The meeting was called to order at 6:00 p.m. The special meeting of the Housing Authority scheduled for the same time was also called to order.

Roll Call: Roll was called for all agencies

**ROLL CALL:**

**Present:** Mayor Andrew J. Medellin  
Mayor Pro Tem Santos Garcia, District 5  
Council Member Cece Foley Gallegos, District 1  
Council Member Jose Rodriguez, District 2  
Council Member Steve Montes, District 3  
Council Member Derek O. Robinson Sr., District 4  
Council Member Donald E. Holley, District 6

**Absent:** None

Others present were City Manager Arnoldo Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Montoy Cantu, Police Chief Dino Lawson, Finance Director Roger Sanchez, Parks Director John Scarborough, City Engineer Keith Helmuth, Police Commander Gino Chiaramonte, Grant Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Assistant Fire Chief Matthew Watson, CalFire Anthony Garcia, Randy Bell Engineering, Police Officer Matt Saucedo

**INVOCATION:** Pastor Joyce Lane – Glory of Zion Church

**PLEDGE OF ALLEGIANCE:** Mayor Medellin

**APPROVAL OF AGENDA**

Late Distribution Announcement for Items B-9 and D-3 made by City Clerk.

**ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, THE AGENDA WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, GARCIA, AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**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, but are not required, 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.

DJ Becker voiced her concern regarding homelessness and discussed an article she provided to Council titled The Only Plan to End Homelessness.

Khalid Chaudry expressed his concern with the Mayor's taxes.

**WRITTEN COMMUNICATIONS:**

1. Consideration of a Request by Nutrien Ag Solutions to Allow for Connection to the City's Water Systems and Direction to Staff (Report by Keith Helmuth)

Report by Keith Helmuth and Scott Ettner of Nutrien Ag.

**ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, THE REQUEST BY NUTRIEN AG SOLUTIONS WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, GARCIA, AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**PRESENTATIONS:**

1. Eagle Scout Recognition (Presentation by Mayor Medellin)

Mayor Medellin presented report and recognition certificates to the Eagle Scouts.

2. Road to 2020 Census (Presentation by Leticia Medina, Census)

Leticia Medina presented report.

3. Employee Recognition for Years of Service - Viola Rodriguez, Code Enforcement Supervisor and Mariane Croxen, Public Safety Dispatcher (Presentation by Chief Lawson)

Chief Dino Lawson presented report and recognition certificates to retired employees.

**INTRODUCTIONS:**

None

**A. WORKSHOP:**

None

**B. CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of

the public or a member of the Council may request an item be removed from the Consent Calendar and it will be considered separately.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

- B-1 Minutes – 2/5/2020
- B-2 Informational Report on Register Audited Demands 1/25/20 – 2/7/20 (Report by Roger Sanchez)
- B-3 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Beverage Container Recycling City/County Payment Program and Authorizing the City Manager to Execute All Grant Documents (Report by Jim Howell)
- RES. 20-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAM AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL GRANT DOCUMENTS**
- B-4 Consideration of Adopting a Resolution to enter into the Madera-Mariposa-Merced Unit 2020 Local Government Assistance by Hire Agreement to Augment CAL Fire Resources should the need arise (Report by Matt Watson)
- RES. 20-13 CONSIDERATION OF ADOPTING A RESOLUTION TO ENTER INTO THE MADERA MARIPOSA-MERCED UNIT 2020 LOCAL GOVERNMENT ASSISTANCE BY HIRE AGREEMENT TO AUGMENT CAL FIRE RESOURCES SHOULD THE NEED ARISE**
- B-5 Consideration of Adopting a Resolution Approving an Amendment to the Tyler Technologies License and Services Agreement for \$35,015 for the Brazos eCitation System to include Equipment, Licensing and Software Access and Authorizing the Mayor to Execute the Amendment on Behalf of the City (Report by Dino Lawson)
- RES. 20-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AMENDMENT TO THE TYLER TECHNOLOGIES LICENSE AND SERVICES AGREEMENT FOR \$35,015 FOR THE BRAZOS eCITATION SYSTEM TO INCLUDE EQUIPMENT, LICENSING AND SOFTWARE ACCESS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT ON BEHALF OF THE CITY**
- B-6 Consideration of a Resolution Approving a Memorandum of Understanding between the Madera County Transportation Commission and the City of Madera Regarding the Coordination of Ongoing Transit Planning and Programming Federal Funds that Support the Ongoing and Future Deployment of Transit Services by the City of Madera (Report by Ivette Iraheta)

**RES. 20-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE MADERA COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MADERA FOR THE COORDINATION OF ONGOING TRANSIT PLANNING AND PROGRAMMING OF FEDERAL FUNDS THAT SUPPORT THE ONGOING AND FUTURE DEVELOPMENT OF TRANSIT SERVICES BY THE CITY**

B-7 Actions Relating to Final Map for Linden Street Residential Complex (Tract No. 19-S-05):

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Linden Street Residential Complex Subdivision (Tract No. 19-S-05) and Improvement Agreement (Agreement) Affecting Land Development and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

**RES. 20-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE LINDEN STREET RESIDENTIAL COMPLEX SUBDIVISION (TRACT NO. 19-S-05) AND IMPROVEMENT AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY**

- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the Linden Street Residential Complex Subdivision (Tract No. 19-S-05) into Zone of Benefit 4; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 4 For Fiscal Year (FY) 2020/2021; Authorizing the Mayor to Execute the Covenant on behalf of the City and Authorizing the City Clerk to file the Diagram and Assessment with the Madera County Auditor

**RES. 20-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LINDEN STREET RESIDENTIAL COMPLEX SUBDIVISION (TRACT NO. 19-S-05) INTO ZONE OF BENEFIT 4; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 4 FOR FISCAL YEAR (FY) 2020/2021; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR**

B-8 Waive Full Reading and Consider Adoption of an Ordinance of the City of Madera, California Amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Code, Sections 8-7.09, 8-7.10, and 8-7.14 of the Madera Municipal Code Relating to Discontinuation of Service, Delinquent Accounts, and Noticing Prior to Termination of Water Service (Report by Vicki Crow)

**ORD. 969 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE VIII: FINANCE, REVENUE, AND TAXATION, CHAPTER 7: MUNICIPAL UTILITIES, SECTIONS 8-7.09, 8-7.10, AND 8-7.14 OF THE MADERA MUNICIPAL CODE RELATING TO DISCONTINUATION OF SERVICE, DELINQUENT ACCOUNTS, AND NOTICING PRIOR TO TERMINATION OF WATER SERVICE**

- B-9 Consideration of a Resolution Approving Submission of the 2019 Infill Infrastructure Grant Program to the California State Department of Housing and Community Development for Funding in an Amount Not to Exceed \$1,000,000 for the Downtown Madera Veterans and Family Housing Project located on the Northwest and Southeast corners of 5<sup>th</sup> and C Streets in Downtown Madera (Report by Arnolando Rodriguez)

**RES. 20-18 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING SUBMISSION OF THE 2019 INFILL INFRASTRUCTURE GRANT PROGRAM TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING IN AN AMOUNT NOT TO EXCEED \$1,000,000 FOR THE DOWNTOWN MADERA VETERANS AND FAMILY HOUSING PROJECT LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF 5TH AND C STREETS IN DOWNTOWN MADERA**

**C. PUBLIC HEARINGS:**

None

**D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENT**

- D-1 Consideration of Adopting a Resolution Approving Award of an Agreement for Landscape Maintenance Services for the Downtown District, Certain City Facilities, and Median Islands in the amount of \$200,880.00 to EMTS Professional Landscape Services Inc. and Authorizing the Mayor to Execute the Agreement on behalf of the City (Report by John Scarborough)

**RES. 20-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH EMTS INC. FOR LANDSCAPE MAINTENANCE SERVICES FOR THE DOWNTOWN DISTRICT, CERTAIN CITY FACILITIES, AND MEDIAN ISLANDS IN THE AMOUNT OF \$200,880.00 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM D-1, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, MONTES, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

- D-2 Consideration of a Resolution Approving Acceptance of Grant Deed for Property Located at 16557 Austin Street, Madera, California 93638 offered by Current Property Owners for Future Park development and Authorizing City Clerk to Execute and Record the Grant Deed and Certificate of Acceptance (Report by John Scarborough)

**RES. 20-20 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ACCEPTANCE OF GRANT DEED FOR PROPERTY LOCATED AT 16557 AUSTIN STREET, MADERA, CALIFORNIA 93638 OFFERED BY CURRENT PROPERTY OWNERS FOR FUTURE PARK DEVELOPMENT AND AUTHORIZING CITY CLERK TO EXECUTE AND RECORD THE GRANT DEED AND CERTIFICATE OF ACCEPTANCE**

**ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM D-2, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, ROBINSON, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

D-3 Consideration of a Resolution Approving an Agreement with Crescendo Consulting Group for Preparation of the Community Development Block Grant (CDBG) 2020/2024 Five-Year Consolidated Plan, Citizen Participation Plan, Strategic Plan, Analysis of Impediments to Fair Housing Choice and the 2020/2021 Annual Action Plan for a Not to Exceed Amount of \$60,000 (Report by Ivette Iraheta)

**RES. 20-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH CRESCENDO CONSULTING GROUP FOR THE PREPARATION OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) 2020/2024 FIVE-YEAR CONSOLIDATED PLAN, CITIZEN PARTICIPATION PLAN, STRATEGIC PLAN, ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE AND 2020/2021 ANNUAL ACTION PLAN FOR A NOT TO EXCEED AMOUNT OF \$60,000**

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM D-3, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, ROBINSON, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

**E. ADMINISTRATIVE REPORTS:**

E-1 Presentation of the Intersection Control Evaluation Report for the Lake Street/4<sup>th</sup> Street/Central Avenue Intersection and Direction to Staff (Report by Keith Helmuth)

Report by Keith Helmuth and Joseph Weiland of GHD.

Announcement by City Clerk. For the record, pertaining to Item E-1, emails have been received from the following property owners which are opposed to the round-a-bout; Doug Saburit, Mike Saburit, Jennifer Saburit Garza, and Kim Adams.

Public Hearing opened 8:31 p.m.

Public Hearing closed 8:36 p.m.

Madera Resident expressed his concern about the round-a-bout and the parking and safety issues it will bring to the area.

Mike Saburit expressed his concerns about the round-a-bout.

**ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM E-1, DIRECTION TO STAFF IS TO PROCEED WITH THE TRAFFIC SIGNAL AND NOT THE ROUND-A-BOUT. MOTION PASSED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, ROBINSON, GARCIA AND RODRIGUEZ. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.**

E-2 Mid-Valley Disposal Third and Fourth Quarter Updates (Report by Annette Kwock)

Annette Kwock presented report and introduced Jay Fowler, Mid-Valley District Manager.

**F. COUNCIL REPORTS**

**This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.**

Councilmember Robinson attended the League of City Conference in Fowler the topic was the Census 2020 and gave an overview of the Housing, Economic and Community overview in Sacramento.

Councilmember Garcia requested from the City Manager of what the City's participation is with the Census 2020 and thanked City Staff for their effort and support.

City Manager Rodriguez updated Council on the City's participation.

Councilmember Holley expressed his gratitude for another birthday.

Councilmember Rodriguez attended the MCTC meeting and was provided an update to the High-Speed Rail and the business plan budget which included the Madera station relocation.

Councilmember Montes requested an update from CAPMC of the Point In Time count numbers and will report to Council once they are received.

**G. CLOSED SESSION:**

G-1 Liability Claim Pursuant to Government Code §54956.95  
Agency Claimed Against: City of Madera  
Claimant: Garza, Eva Solis

G-2 Conference with Legal Counsel – Existing Litigation pursuant to Government Code §54956.9(d)(1)  
Name of Case: MCA 1803 LLC v. City of Madera

G-3 Public Employee Performance Evaluation – Pursuant to Government Code Section 54957(b)(1)  
Title: City Clerk

G-4 Public Employee Performance Evaluation – Pursuant to Government Code Section 54957(b)(1)  
Title: City Attorney

City Attorney Hilda Cantu Montoy made the Closed Session Announcement.

Council adjourned to Closed Session at 8:57 p.m.

Council returned from closed session at 10:43 p.m. with Mayor Medellín, Council Members Gallegos, Rodriguez, Montes, Garcia present.

City Attorney Hilda Cantu Montoy reported that Council voted 6/1 to reject claim related to G-1 (Council Member Holley voted No).

**ADJOURNMENT** – The meeting was adjourned at 10:43 p.m. Next regular meeting March 4, 2020.

**CONSISTENCY WITH THE VISION MADERA 2025 PLAN**

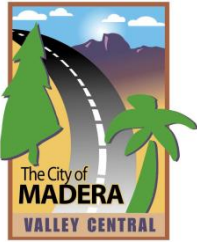
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

---

ALICIA GONZALES, City Clerk

---

ANDREW J. MEDELLIN, Mayor



## REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: March 4, 2020

Agenda Number: B-2

### SUBJECT:

Informational Report on Register of Audited Demands

### RECOMMENDATION:

Review Register of Audited Demands Report for February 8, 2020 to February 21, 2020.

### SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of February 8, 2020 to February 21, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	25050 - 25161	\$2,331,336.85

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$606,811.13
<i>SDI</i>	EDD	\$2,165.94
<i>CalPERS Payment</i>	CalPERS	\$123,285.74

### DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of

the respective warrants were requested as well as the fund/division description from which they were paid.

**FINANCIAL IMPACT:**

Demands for payments are made within the constraints of the approved 2019/2020 budget.

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

These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

**ALTERNATIVES:**

Informational only.

**ATTACHMENTS:**

Register of Audited Demands

**CITY OF MADERA**  
**REGISTER OF AUDITED DEMANDS FOR BANK #1 - UNION BANK GENERAL ACCOUNT**

March 4, 2020

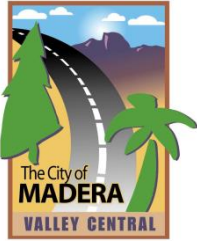
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25050	02/10/2020	HR	VARIOUS	ACRO SERVICE CORPORATION	FINANCIAL SERVICES DIRECTOR	3,055.50
25051	02/10/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT	1,091.01
25052	02/10/2020	WATER	WATER OPS	THIRKETTLE CORPORATION	ANNUAL FEE LOGIC TECH SUPPORT & MAINT	9,000.00
25053	02/10/2020	PD	PD ADMIN	ARNOLD, JOSIAH	PER DIEM SWAT COMMANDER COURSE	390.50
25054	02/10/2020	FINANCE	VARIOUS	AT&T	01/20 CALNET 3 SERVICE	902.21
25055	02/10/2020	BUILDING	BUILDING	CA PERMITS	REFUND CANCELLED PERMIT	162.34
25056	02/10/2020	BUILDING	BUILDING	SPAN DEVELOPMENT	REFUND OVERPAYMENT	5.15
25057	02/10/2020	PD	SUPP LAW ENF	BOEHM, STEVEN	PARKING REIMBURSEMENT	17.00
25058	02/10/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	981.00
25059	02/10/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,801.00
25060	02/10/2020	PD	PD ADMIN	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PHYSICAL	450.00
25061	02/10/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	1,087.79
25062	02/10/2020	FINANCE	COMPUTER MAINT	COMCAST	01/22/20- 02/21/20 SVS 8155500320322006	86.13
25063	02/10/2020	HR	VARIOUS	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	413.50
25064	02/10/2020	FLEET	FLEET ACQU	CRAFCO, INC.	NEW 4 TON HOT BOX	45,347.25
25065	02/10/2020	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	37.89
25066	02/10/2020	FIRE	FIRE	DEPARTMENT OF FORESTRY AND FIRE	2ND QTR ACTUAL BILLING	949,428.37
25067	02/10/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 01/16- 01/31/20	12,356.25
25068	02/10/2020	PD	PD ADMIN	FRESNO MADERA CO POLICE CHIEF ASSOC	YEARLY MEMBERSHIP DUES	150.00
25069	02/10/2020	HR	HR/RISK MGT	GUERRERO, JENAVIE A	PER DIEM PARMA 2020 CONFERENCE	234.52
25070	02/10/2020	FIRE	FIRE	HI-TECH EMERGENCY VEHICLE SERVICE	PUMP REPAIR E656	3,619.31
25071	02/10/2020	PD	PD ADMIN	HOOVER, CLAY	PER DIEM ASSET FORFEITURE	177.50
25072	02/10/2020	PD	PD ADMIN	LEGACY K9 INC.	BI-MONTHLY MAINTENANCE TRAINING	2,311.12
25073	02/10/2020	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	479.36
25074	02/10/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	391.76
25075	02/10/2020	HR	VARIOUS	MADERA TRIBUNE	ADVERTISEMENTS	372.00
25076	02/10/2020	PARKS	SPORTS PROG	J & D MANUFACTURING	2020 YOUTH BASKETBALL JERSEYS	2,422.09
25077	02/10/2020	PD	PD ADMIN	MCCOMBS, MATTHEW	PER DIEM ASSET FORFEITURE	177.50
25078	02/10/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,456.56
25079	02/10/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	2,814.52
25080	02/10/2020	GRANTS	CDBG ADMIN	ONTRAC	OVERNIGHT SHIPPING	11.79
25081	02/10/2020	PW ADMIN	VARIOUS	ORKIN	PEST CONTROL SERVICE	485.00
25082	02/10/2020	WATER QC	WATER CONS	BROWN, DAVID	TURF REPLACEMENT REBATE	2,115.00
25083	02/10/2020	WATER QC	WATER CONS	CASTILLO, DANIEL	TURF REPLACEMENT REBATE	3,000.00
25084	02/10/2020	WATER QC	WATER CONS	HAGLER, JOHN	TURF REPLACEMENT REBATE	3,000.00
25085	02/10/2020	WATER QC	WATER CONS	MARTINEZ, OSCAR	TURF REPLACEMENT REBATE	2,172.00
25086	02/10/2020	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	01/20 SERVICE	688.71

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25087	02/10/2020	PD	PD ADMIN	PECK'S PRINTERY	MOVING CITATION TICKETS	2,374.73
25088	02/10/2020	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	7,395.95
25089	02/10/2020	WWTP	VARIOUS	PRAXAIR DISTRIBUTION, INC.	CYLINDER RENT	24.20
25090	02/10/2020	PD	MEAS K - PD	PROFORCE	SUPPLIES	1,428.19
25091	02/10/2020	PD	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING & STORAGE SERVICE	665.00
25092	02/10/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	86.03
25093	02/10/2020	WWTP	WWTP	TESEI PETROLEUM, INC.	DIGESTER & FACILITIES HEATING	991.09
25094	02/10/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GRANT RESEARCH & WRITING SERVICES	4,000.00
25095	02/10/2020	PD	PD ADMIN	THE RADAR SHOP	ON SITE RADAR RE-CERTS	371.00
25096	02/10/2020	PARKS	COMM & REC	THYSSENKRUPP ELEVATOR CORP	YC ELEVATOR SERVICE	276.22
25097	02/10/2020	UB/WATER	WATER	SANTOS ANGELITA RUTH	UTILITY BILLING CREDIT REFUND	108.54
25098	02/10/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	22,538.32
25099	02/10/2020	PARKS	MEDIAN LANDS	VILLA GARDENING SERVICE INC	MEDIAN LANDSCAPING	1,200.00
25100	02/10/2020	PD	PD ADMIN	HARRY D. WILSON INC.	REPLACE RIGHT SIDE COWL	810.74
25101	02/10/2020	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	110.40
25102	02/13/2020	ENGINEERING	RSTP - FED EX	CHASE, SCOTT & MELISSA	RELOCATION CLAIM RES. 19-168 APPROVED	86,850.00
25103	02/19/2020	IS	COMPUTER MAINT	A-MAIS TECHNOLOGIES INC.	ANNUAL MAINTENANCE PROGRAM	10,500.00
25104	02/19/2020	FINANCE	VARIOUS	AT&T	01/20 SERVICE 831-000-6408 576	6,297.19
25105	02/19/2020	FINANCE	VARIOUS	AT&T	01/20 CALNET 3 SERVICES	2,343.93
25106	02/19/2020	FINANCE	WATER DEBT/REV	BANK OF NEW YORK MELLON	INT REBATE CALC WATER REV BOND 2010	1,500.00
25107	02/19/2020	FACILITIES	FACILITIES MAINT	CA DEPARTMENT OF TRANSPORTATION	SHARED COSTS- HIT AND RUN 11/25/19	103.41
25108	02/19/2020	SEWER OPS	SEWER OPS	CONCENTRA MEDICAL CENTERS	HEP B SHOT SERIES	127.50
25109	02/19/2020	HR	HR/RISK MGT	CPS HR CONSULTING	WRITTEN EXAMS	1,338.05
25110	02/19/2020	IS	MEAS K - FIRE	DASHER TECHNOLOGIES INC.	NEW FIRE DEPT CAMERA SERVER	19,511.46
25111	02/19/2020	UB/WATER	VARIOUS	DATAPROSE, LLC	JANUARY 2020 BILLING	8,980.21
25112	02/19/2020	WATER QC	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	756.00
25113	02/19/2020	PD	SUPP LAW ENF	EICHMAN, JEFFREY	PARKING REIMBURSEMENT	15.00
25114	02/19/2020	ENGINEERING	STREETS CAP	EMMETT'S EXCAVATION, INC.	CONSTRUCTION OF 2018-19 CITY ST/ADA	372,527.11
25115	02/19/2020	ENGINEERING	VARIOUS	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	28.31
25116	02/19/2020	UB/WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	364,070.59
25117	02/19/2020	PD	MEAS K- PD	MOTOROLA SOLUTIONS INC.	RADIO SYSTEM UPGRADE	56,571.10
25118	02/19/2020	HR	UB/WATER	MV CHENG & ASSOCIATES, INC.	FINANCIAL SERVICES MANAGER	21,761.25
25119	02/19/2020	FIRE	VARIOUS	ORKIN	PEST CONTROL SERVICE	530.00
25120	02/19/2020	WATER QC	WATER CONS	CASTILLO, ROSALINDA	TURF REPLACEMENT REBATE	3,000.00
25121	02/19/2020	CODE ENF	CODE ENF	JJD MANAGEMENT ASSOCIATES	REIMBURSEMENT OF DUPLICATE PAYMENT	550.00
25122	02/19/2020	CODE ENF	CODE ENF	POSTIGO, ROBERT	OVERPAYMENT REFUND	120.00
25123	02/19/2020	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	01/20 SERVICE 9920095153-3	126,540.99
25124	02/19/2020	FIRE	FIRE	ROSENBAUER MINNESOTA, LLC	RAPTOR ANNUAL INSPECTION	3,600.00
25125	02/19/2020	ENGINEERING	MEAS K - FIRE	RRM DESIGN GROUP	DESIGN SERVICES FIRE STATION 58	3,626.23
25126	02/19/2020	IS	COMPUTER MAINT	SOUTHERN COMPUTER WAREHOUSE	MONITORS EWASTE FEE	9,165.76

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
25127	02/19/2020	WWTP	SEWER CAP	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES	442.00
25128	02/19/2020	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY 01/21/20- 01/31/20	16,900.98
25129	02/19/2020	FINANCE	FINANCE	THALES CONSULTING, INC.	SCO REPORTS FOR CITY AND TRANSIT	3,800.00
25130	02/19/2020	UB/WATER	WATER	ANDRADE JOSE	UTILITY BILLING CREDIT REFUND	30.04
25131	02/19/2020	UB/WATER	WATER	BAUTISTA CORNELIO DIAZ	UTILITY BILLING CREDIT REFUND	142.44
25132	02/19/2020	UB/WATER	WATER	BENEDIX BEAU	UTILITY BILLING CREDIT REFUND	102.09
25133	02/19/2020	UB/WATER	WATER	BREEDLOVE MARION BREEDLOVE BRENT	UTILITY BILLING CREDIT REFUND	710.96
25134	02/19/2020	UB/WATER	WATER	CORDOVA DOREAN	UTILITY BILLING CREDIT REFUND	120.78
25135	02/19/2020	UB/WATER	WATER	DIAZ DANIEL DIAZ BIANCA	UTILITY BILLING CREDIT REFUND	147.34
25136	02/19/2020	UB/WATER	WATER	ESTRADA HECTOR OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	156.11
25137	02/19/2020	UB/WATER	WATER	GOMEZ RAMON SOLIS MIRIAM OR CITY	UTILITY BILLING CREDIT REFUND	155.24
25138	02/19/2020	UB/WATER	WATER	HUNTER LINDA S OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.64
25139	02/19/2020	UB/WATER	WATER	JACKS CAROLYN	UTILITY BILLING CREDIT REFUND	264.69
25140	02/19/2020	UB/WATER	WATER	JAMERO LUZVIMINDA DANILO OR CITY	UTILITY BILLING CREDIT REFUND	152.21
25141	02/19/2020	UB/WATER	WATER	KOHMAN CHARLES OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.67
25142	02/19/2020	UB/WATER	WATER	LARA NATHANIEL LARA GLORIA	UTILITY BILLING DEPOSIT REFUND	14.93
25143	02/19/2020	UB/WATER	WATER	LOPEZ ELIAS	UTILITY BILLING CREDIT REFUND	90.83
25144	02/19/2020	UB/WATER	WATER	MEDINA AURORA	UTILITY BILLING CREDIT REFUND	45.13
25145	02/19/2020	UB/WATER	WATER	MENDOZA FLORENCIA OR CITY	UTILITY BILLING CREDIT REFUND	154.14
25146	02/19/2020	UB/WATER	WATER	MRO INVESTMENTS	UTILITY BILLING CREDIT REFUND	184.31
25147	02/19/2020	UB/WATER	WATER	NISHIMOTO CO	UTILITY BILLING DEPOSIT REFUND	646.29
25148	02/19/2020	UB/WATER	WATER	OGLETREE LORI	UTILITY BILLING CREDIT REFUND	75.44
25149	02/19/2020	UB/WATER	WATER	PACHECO MATIAS IRMA OR CITY	UTILITY BILLING CREDIT REFUND	156.21
25150	02/19/2020	UB/WATER	WATER	PADILLA GABRIEL OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	153.92
25151	02/19/2020	UB/WATER	WATER	PISTORESI INVESTMENTS	UTILITY BILLING DEPOSIT REFUND	40.82
25152	02/19/2020	UB/WATER	WATER	POYTHRESS ROBERT POYTHRESS CAROL	UTILITY BILLING DEPOSIT REFUND	41.32
25153	02/19/2020	UB/WATER	WATER	PRECIADO MERCADO JESUS J	UTILITY BILLING CREDIT REFUND	90.03
25154	02/19/2020	UB/WATER	WATER	RODRIGUEZ MARIO RODRIGUEZ MARIA	UTILITY BILLING DEPOSIT REFUND	42.26
25155	02/19/2020	UB/WATER	WATER	SAUCEDO DANIEL RODRIGUEZ OR CITY	UTILITY BILLING CREDIT REFUND	51.52
25156	02/19/2020	UB/WATER	WATER	SMITH HOWARD BRANDON	UTILITY BILLING CREDIT REFUND	191.33
25157	02/19/2020	UB/WATER	WATER	THANDI NAVREEN	UTILITY BILLING CREDIT REFUND	70.12
25158	02/19/2020	UB/WATER	WATER	URENA FERNANDO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	157.31
25159	02/19/2020	ENGINEERING	MEAS T - RTP	UNION PACIFIC RAILROAD CO.	PLAN REVIEW/ INSPECTION FEES, PROJ R-10	7,307.97
25160	02/19/2020	PURCHASING	VARIOUS	US BANK CORPORATE PAYMENT SYSTEMS	01/20 CAL-CARD CHARGES	95,310.03
25161	02/19/2020	GRANTS	CALHOME MH	WT CAPITAL LENDER SERVICES	TRUSTEE'S EXPENSES & FEES CALHOME	594.62

**BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL**

**2,331,336.85**



## REPORT TO CITY COUNCIL

**Approved by:**

Wendy Silva  
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:** B-3

**SUBJECT:**

Informational Report on Personnel Activity

**RECOMMENDATION:**

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

**SUMMARY:**

The purpose of this report is to provide the Council an informational update on employment matters, including new hires, transfers, and terminations.

**DISCUSSION:**

The Civil Service Commission met February 4, 2020 and approved Eligibility Lists for the following classifications:

- Mechanic I
- Wastewater Treatment Plant Operator I
- Police Sergeant
- Police Corporal
- Administrative Analyst

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

Table 1. New Hires				
Name	Position	Department	Status*	Effective Date
Sonia Leal Lara	Program Leader I	Parks & Community Services	PT	1/30/20
Charlene Stanley	Program Leader II	Parks & Community Services	PT	2/13/20

Table 1. New Hires, continued				
Name	Position	Department	Status*	Effective Date
Jose Ramirez	Park Aide	Parks & Community Services	PT	2/19/20
Shant Sheklianian	Reserve Police Officer	Police Department	PT	2/20/20
Isabel Escobar	Program Leader II	Parks & Community Services	PT	2/21/20

\*Status: PT = Part Time, FT = Full Time

The following promotions, transfers, or assignment changes occurred since our last report.

Table 2. Promotions, Transfers, or Assignment Changes			
Name	Old Position	New Position	Effective Date
Kimberly Greathouse	Field Representative	Water Conservation Customer Service Representative	12/18/19
Eddie Rincon	Field Representative	Water Conservation Customer Service Representative	12/18/19
Joann Hernandez	Solid Waste/Recycling Assistant	Water Conservation Specialist	12/18/19
Mark Adams	Police Corporal	Police Sergeant (temporary out-of-class assignment)	12/21/19
Mary Church	Administrative Analyst II – Public Works	Administrative Analyst II – Parks & Community Services	2/15/20
Jimmy Gallegos	Maintenance Worker I	Water Conservation Customer Service Representative	2/18/20

The following employees separated from employment since our last report.

Table 3. Terminations				
Name	Position	Department	Status*	Effective Date
Cierra Lopez	Program Leader I	Parks & Community Services	PT	1/24/20
Bianey Felipe	Water Quality Specialist I	Public Works- Water Division	FT	1/31/20
Rounel Ochoa	Maintenance Worker II	Public Works - Airport	FT	2/10/20
Ruben Sanchez	Park Aide	Parks & Community Services	PT	2/10/20

\*Status: PT = Part Time, FT = Full Time

**FINANCIAL IMPACT:**

Funding for positions and employees to fill those positions is contemplated annually by the Council in the budget process. During the course of any given fiscal year, individual employees filling specific positions may change due to a number of various circumstances. All hiring and termination decisions are subject to the approval of the City Manager.

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

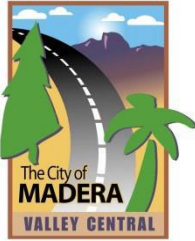
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.


**ATTACHMENTS:**

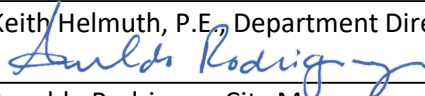
None



**REPORT TO CITY COUNCIL**

**Approved by:**

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:** B-4

**SUBJECT:**

Consideration of a Resolution Approving Three Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Three Easement Deeds, and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (APN No. 009-130-001, 009-130-007, and 009-340-043)

**RECOMMENDATION:**

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving three Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting three Easement Deeds.
4. Authorizing the City Clerk to execute the Certificate of Acceptance of three Easement Deeds and record the Easement Deeds.

**SUMMARY:**

Right-of-Way (ROW) acquisition from three parcels of land are necessary for the new traffic signal installation at the intersection of Howard Road and Granada Drive project. The agreements and easement deeds have been executed by the property owners and they are recommended for approval. The value of the land for the acquisition from the three parcels is \$11,611.50. Funds for the ROW acquisition are included in the City's Fiscal Year (FY) 2018/19 Budget.

**DISCUSSION:**

ROW acquisition was necessary from owners of three parcels. All three parcels required a partial land acquisition. The parcels are located on the for the northeast, northwest and

southwest corner of Howard Road and Granada Drive. Agreements for PURCHASE AND SALE AND EASEMENT DEEDS have been executed by the property owners of all three parcels.

The land acquisition and improvements from the subject parcels are listed in Table 1.

<b>Table 1:</b>		
APN	Area (Square Feet)	Cost
009-130-001	391	\$2,451.50
009-130-007	462	\$4,620.00
009-340-043	445	\$4,450.00

The scope of the project consists of the following;

- Installation of a new traffic signal at the intersection of Howard Road and Granada Drive including signal poles, electrical conduit, electrical control cabinet, video detection camera, etc.
- Installation of American with Disabilities (ADA) handicap access ramps.
- Installation of storm drainpipe and relocation of an existing storm drain inlet.
- Adjustment of existing manholes and utility covers to final grade.
- Installation traffic striping and markings.
- Installation of asphalt concrete.

On May 18, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines.

**FINANCIAL IMPACT:**

There will be no impact to the City’s General Fund for the right-of-way and construction costs for this project. Measure T – LTP/ADA Compliance funds were used for the right of way acquisition. These funds are included in the City’s FY 2018/19 Budget, Account No:41540000-7050.

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

Residential and commercial areas are not specifically addressed in the vision or action plans. However, some components are consistent.

*Action 101.6* – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan

**ALTERNATIVES:**

City Council may choose to elect the ROW acquisition. The rejection of ROW acquisition would result in the inability to install the traffic signal due to right of way constraints. As an alternative, Council may choose to request information.

**ATTACHMENTS:**

1. Resolution

Exhibit 1 – Agreements and Deeds

Exhibit A – Agreement (100 N Granada Drive Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit B – Agreement (2531 Howard Road Suite 103 Madera, CA 93637)

Exhibit 1 – Deed with One Exhibit

Exhibit C – Agreement (21821 Avenue 16 Madera, CA 93637)

Exhibit 1 – Six Deeds with One Exhibit

Exhibit D - Property Owner List

2. Location Map

**ATTACHMENT 1**  
Resolution

RESOLUTION NO. 20-\_\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THREE AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, ACCEPTING THREE EASEMENT DEEDS AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND RECORD THE EASEMENT DEEDS FOR THE NEW TRAFFIC SIGNAL INSTALLATION AT THE INTERSECTION OF HOWARD ROAD AND GRANADA DRIVE, CITY PROJECT NO. TS-17 (APN NO. 009-130-001, 009-130-007, AND 009-340-043)**

**WHEREAS**, the City Council of the City of Madera has approved the New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive, City Project No. TS-17 (the Project); and

**WHEREAS**, the Project requires the acquisition of right of way from three parcels of land to install the signal poles at the Northeast, Northwest, and Southeast corner of Howard Road and Granada Drive; and

**WHEREAS**, the three property owners of record, listed in Exhibit 1 attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the signal Project; and

**WHEREAS**, the property to be acquired is more specifically described in the legal description included in each Agreement for Purchase and Sale of Real Property (Agreement) and attached to each Easement Deed; and

**WHEREAS**, the purchase price offered for the properties has been established per square foot in accordance with the City's recent acquisitions for commercial and residential properties; and

**WHEREAS**, on May 18, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines; and

**WHEREAS**, the three agreements and three easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Mayor is authorized to execute the Agreements, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.
4. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit 2.
5. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
6. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT 1**

Agreement and Deeds

**EXHIBIT A**

Agreement

(100 N Granada Drive Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: Edwin A. Cortez Orellana

MAILING ADDRESS: 100 N Granada Dr (APN 009-130-001-000)  
Madera, CA 93637

SITUS: 100 N Granada Dr  
Madera, CA 93637

#### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Edwin A. Cortez Orellana, a married man as his sole and separate property** hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$2,541.50 (Two Thousand Five Hundred Forty-One Dollars and Fifty cents)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

- a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
  - b. There shall be no proration of taxes and insurance.
  - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
  7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
  8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
  9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.
  10. Time is of the essence of each and every term, condition and covenant hereof.
  11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon

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

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2020

CITY OF MADERA

SELLER

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

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney - Hilda Cantu Montoy

ATTEST:

By: \_\_\_\_\_  
City Clerk – Alicia Gonzales

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_  
APN: 009-130-001-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Edwin A. Cortez Orellana, a married man as his sole and separate property**

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

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

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

Date: February 22, 2020

By: [Signature]  
Property Owner Signature(s) above, Printed Name Below

Edwin A Cortez Orellana

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

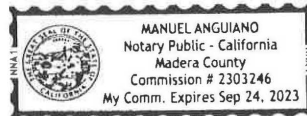
State of California)  
County of Madera)

On February 22, 2020, before me, MANUEL ANGUIANO, Notary Public, personally appeared \_\_\_\_\_ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]



# EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 22, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 30.00 feet north of the South Line and 45.00 feet west of the East Line of said Section 22, being the Southwest Corner of the property deeded to the County of Madera per Grant Deed recorded in Book 695 at page 500, Official Records Madera County; thence North 66°03'28" East along the Westerly Line of said property, a distance of 29.57 feet; thence North 20°29'32" East, a distance of 8.62 feet to a point lying 15.00 feet west of the East Line of said Section 22; thence North 0°07'56" East parallel with said East Line, a distance of 15.39 feet; thence North 89°52'04" West, a distance of 1.29 feet; thence South 45°03'55" West, a distance of 21.48 feet; thence South 0°00'06" East, a distance of 11.40 feet; thence South 73°22'34" West, a distance of 31.09 feet to a point lying 30.00 feet north of the South Line of said Section 22; thence North 89°59'54" East parallel with said South Line, a distance of 16.21 feet to the Point of Beginning.

Containing 391 square feet more or less

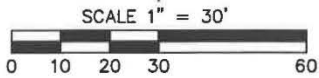


August 2, 2019  
Katrina M. Olsen, LS 7058  
McPheeters & Associates  
1486 Tollhouse Rd, Suite 107  
Clovis, CA 93611  
(559) 299-9098  
[www.mcpheeters.com](http://www.mcpheeters.com)

Job No. 117151

# EXHIBIT 'A'

SHEET 2 OF 2



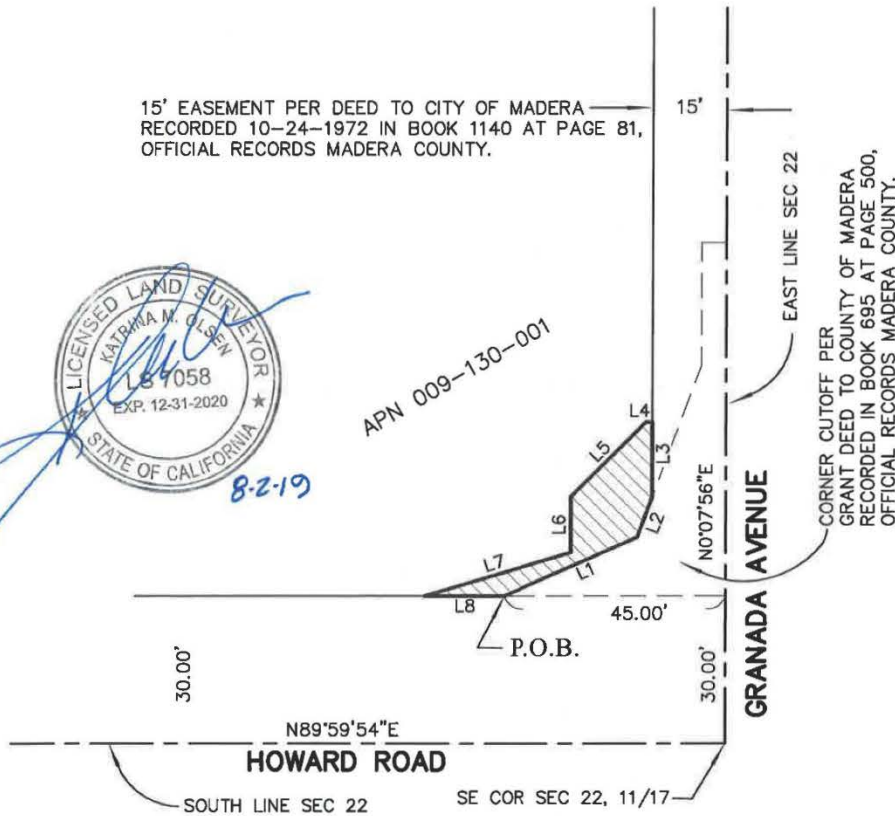
 INDICATES EASEMENT TO BE DEEDED  
CONTAINING 391 SQ. FT MORE OR LESS.

NUM	BEARING	DISTANCE
L1	N66°03'28"E	29.57'
L2	N20°29'32"E	8.62'
L3	N 0°07'56"E	15.39'
L4	N89°52'04"W	1.29'
L5	S45°03'55"W	21.48'
L6	S 0°00'06"E	11.40'
L7	S73°22'34"W	31.09'
L8	N89°59'54"E	16.21'

15' EASEMENT PER DEED TO CITY OF MADERA  
RECORDED 10-24-1972 IN BOOK 1140 AT PAGE 81,  
OFFICIAL RECORDS MADERA COUNTY.



APN 009-130-001



CORNER CUTOFF PER  
GRANT DEED TO COUNTY OF MADERA  
RECORDED IN BOOK 695 AT PAGE 500,  
OFFICIAL RECORDS MADERA COUNTY.

## CITY OF MADERA

PREPARED BY:  
McPHEETERS & ASSOCIATES  
1486 TOLLHOUSE ROAD, #107  
CLOVIS, CA 93611  
(559) 299-9098

### HOWARD RD. & GRANADA AVE.

PORTION OF SECTION 22, TOWNSHIP 11 SOUTH,  
RANGE 17 EAST, MOUNT DIABLO AND MERIDIAN

DATE: 08-02-2019  
DRAWN BY: KMO  
FILE: 117151 RW.DWG

**EXHIBIT B**

Agreement

(2531 Howard Road Suite 103 Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: E&R Mauricio Holdings, LLC, a California Limited Liability Company

MAILING ADDRESS: 2531 Howard Rd Ste 103 (APN 009-340-043-000)  
Madera, CA 93637

SITUS: 2531 Howard Rd Ste 103  
Madera, CA 93637

#### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**E&R Mauricio Holdings, LLC, a California Limited Liability Company** hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$4,450 (Four Thousand Four Hundred Fifty Dollars)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.
5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

- a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
  - b. There shall be no proration of taxes and insurance.
  - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
  7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
  8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
  9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.
  10. Time is of the essence of each and every term, condition and covenant hereof.



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

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

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

By:   


APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney - Hilda Cantu Montoy

ATTEST:

By: \_\_\_\_\_  
City Clerk - Alicia Gonzales

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

NO DOCUMENTARY TAX DUE - R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code..... No Fee Due \_0\_

APN: 009-340-043-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**E. & R. Mauricio Holdings, LLC, a California Limited Liability Company**

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

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

**(See Exhibit 'A' attached hereto and made a part hereof)**

Date: 10-29-2019

By: [Signature]

Property Owner Signature(s) above, Printed Name Below  
ERNESTO F. MAURICIO

[Signature]  
Rosalinda M.  
MAURICIO

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

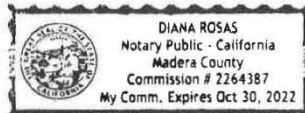
State of California)  
County of Madera)

On October 29, 2019, before me, Diana Rosas, Notary Public, personally appeared Ernesto E. Mauricio and Rosalinda M. Mauricio who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]



# EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 23, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 40.00 feet north of the South Line and 55.00 feet east of the West Line of said Section 23, being the Southeast Corner of the easement deeded to the City of Madera per the Grant Deed recorded April 15, 1982 recorded in Book 1635 at page 344, Official Records Madera County; thence North 89°57'46" East parallel with the South Line of said Section 23, a distance of 26.50 feet; thence North 0°02'14" West, a distance of 13.50 feet; thence North 89°44'42" West, a distance of 15.24 feet; thence North 50°52'56" West, a distance of 8.01 feet to a point lying 60.00 feet east of the West Line of said Section 23; thence North 0°07'56" East parallel with said West Line, a distance of 9.00 feet; thence North 89°52'04" West, a distance of 5.00 feet to a point on the East Line of the aforementioned easement; thence South 0°07'56" West along said East Line, a distance of 27.65 feet to the Point of Beginning.

Containing 445 square feet more or less



August 2, 2019  
Katrina M. Olsen, LS 7058  
McPheeters & Associates  
1486 Tollhouse Rd, Suite 107  
Clovis, CA 93611  
(559) 299-9098  
[www.mcpheeters.com](http://www.mcpheeters.com)

Job No. 117151



**EXHIBIT C**

Agreement

(21821 Avenue 16 Madera, CA 93637)

PROJECT: Installation of Traffic Signal in the intersection of Howard Rd. and Granada Dr.

OWNER: Gary A. Toschi, Roger P. Toschi, Andrea E. Devine, Cynthia A. Schafer, Karen M Helton, Brian M Deniz.

MAILING ADDRESS: 21821 Avenue 16  
Madera, CA 93637

SITUS: 2616 Howard Rd, Madera, Ca, 93637  
(APN 009-130-007-000)

#### **AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY**

**Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M Helton, and Brian M Deniz, each as to an undivided 1/6 interest as tenants in common**, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.
2. The purchase price of the Offered Property shall be the sum of **\$4,620.00 (Four Thousand Six Hundred Twenty Dollars)**, as just compensation therefor for land and severance.
3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.
4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:
  - a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.
  - b. There shall be no proration of taxes and insurance.
  - c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.
6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.
7. It is agreed and confirmed by the parties hereto that, notwithstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.
8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.
9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

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

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

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on \_\_\_\_\_, 2019

CITY OF MADERA

SELLER

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

By: Karen M. Helton

APPROVED AS TO FORM:

Cynthia A. Schaper  
\_\_\_\_\_

By: \_\_\_\_\_  
City Attorney – Hilda Cantu Montoy

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
City Clerk – Alicia Gonzales

This document executed in counter parts

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

NO DOCUMENTARY TAX DUE - R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

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

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

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

Date: 12/23/2019

By: Karen M Helton  
Property Owner Signature(s) above, Printed Name Below

Karen M. Helton

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

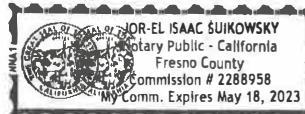
State of California)  
County of Madera)

On 12/23/2019, before me, Jordan SuiKowsky, Notary Public, personally appeared Karen M. Helton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]



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

NO DOCUMENTARY TAX DUE -- R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

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

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

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

Date: December 5, 2019  
By: Cynthia A. Schafer  
Property Owner Signature(s) above, Printed Name Below  
CYNTHIA A SCHAFER

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

State of California)  
County of Madera)

On December 5, 2019, before me, Kristi Van Klaveren Notary Public, personally appeared Cynthia A. Schafer who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

Kristi Van Klaveren



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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

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

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

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

Date: 12-3-19

By: [Signature]  
Property Owner Signature(s) above, Printed Name Below  
Andrea Devine

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

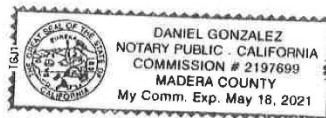
State of California)  
County of Madera)

On DECEMBER 3, 2019, before me, Daniel Gonzalez, Notary Public, personally appeared ANDREA DEVINE who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]



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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen  
M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.

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

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

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

Date: 12-10-2019

By: Roger P. Toschi  
Property Owner Signature(s) above, Printed Name Below  
Roger P. Toschi

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

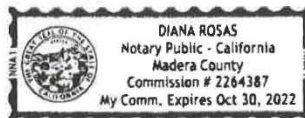
State of California)  
County of Madera)

On 12/10/2019, before me, Diana Rosas Notary Public, personally appeared Roger P. Toschi who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

Diana Rosas



RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)

Presented for Recordation by the City of Madera

Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

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

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

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

Date: 12/7/19

By: [Signature]

Property Owner Signature(s) above, Printed Name Below

GARY TOSCHI

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

State of California)  
County of Madera)

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

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

WITNESS MY HAND AND OFFICIAL SEAL

\_\_\_\_\_

*See Attached for  
Notary Certificate*

# CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

\*\*\*\*\*

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

State of California

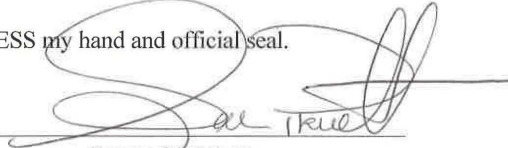
County of     Kern    

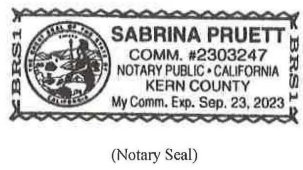
On     12/07/2019     before me,     Sabrina Pruett    , **Notary Public**,  
(Here insert name and title of the officer)

personally appeared     Gary Toschi    ,

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

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

WITNESS my hand and official seal.  
  
Signature of Notary Public



## ADDITIONAL OPTIONAL INFORMATION

### INSTRUCTIONS FOR COMPLETING THIS FORM

*Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is to be recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.*

**DESCRIPTION OF THE ATTACHED DOCUMENT**  
    Street Easement Deed      
(Title or description of attached document)

\_\_\_\_\_  
(Title or description of attached document continued)

Number of Pages     1     Document Date     12/07/2019      
(Additional information)

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
  - Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
  - The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
  - Print the name(s) of document signer(s) who personally appear at the time of notarization.
  - Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she~~/they, ~~is~~/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
  - The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
  - Signature of the notary public must match the signature on file with the office of the county clerk.
    - ☒ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
    - ☒ Indicate title or type of attached document, number of pages and date.
    - ☒ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document

**CAPACITY CLAIMED BY THE SIGNER**

Individual (s)  
 Corporate Officer \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)  
Presented for Recordation by the City of Madera  
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due \_0\_

APN: 009-130-007-000

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,  
**Gary A. Toschi, Roger P. Toschi, a married man, Andrea E. Devine, Cynthia A. Schafer, Karen M. Helton, and Brian M. Deniz, each as to an undivided 1/6 interest as tenants in common.**

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

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

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

Date: 12/6/19

By: [Signature]  
Property Owner Signature(s) above, Printed Name Below

BRIAN DENIZ

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

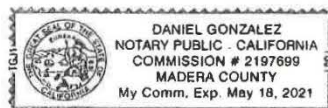
State of California)  
County of Madera)

On December 6, 2019, before me, Daniel Gonzalez, Notary Public, personally appeared Brian Deniz who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s); or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

[Signature]



# EXHIBIT 'A'

SHEET 1 OF 2

That portion of Section 27, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof described as follows:

BEGINNING at a point lying 59.00 feet south of the North Line and 30.00 feet west of the East Line of said Section 27, being the Southeast Corner of the property deeded to the County of Madera per Grant Deed recorded January 15, 1960 in Book 691 at page 19, Official Records Madera County; thence North  $62^{\circ}35'29''$  West along the South Line of said property, a distance of 29.13 feet; thence South  $0^{\circ}00'00''$  East leaving said South Line, a distance of 12.41 feet; thence South  $45^{\circ}18'47''$  East, a distance of 28.13 feet to a point lying 36.00 feet west of the East Line of said Section 27; thence North  $89^{\circ}35'00''$  East, a distance of 6.00 feet to a point lying 30.00 feet west of said East Line; thence North  $0^{\circ}25'00''$  West parallel with said East Line, a distance of 18.74 feet to the Point of Beginning.

Containing 462 square feet more or less

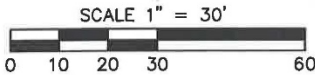
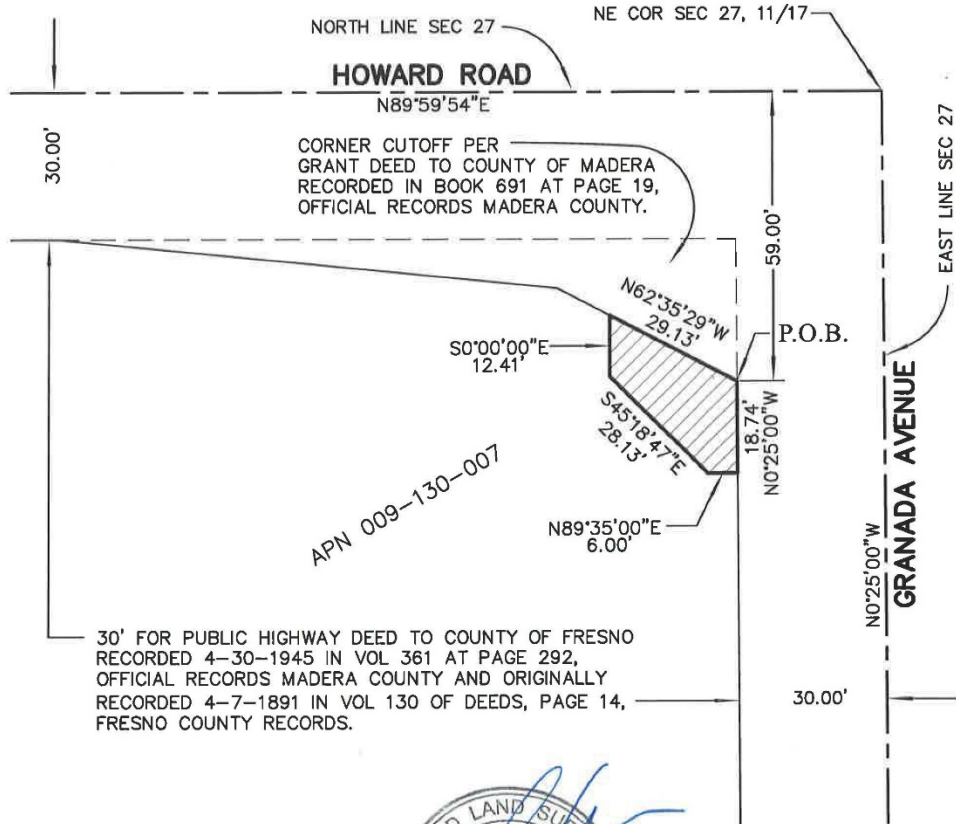



August 2, 2019  
Katrina M. Olsen, LS 7058  
McPheeters & Associates  
1486 Tollhouse Rd, Suite 107  
Clovis, CA 93611  
(559) 299-9098  
[www.mcpheeters.com](http://www.mcpheeters.com)

Job No. 117151

# EXHIBIT 'A'

SHEET 2 OF 2



 INDICATES EASEMENT TO BE DEEDED CONTAINING 462 SQ. FT MORE OR LESS.

## CITY OF MADERA

<p>PREPARED BY: McPHEETERS &amp; ASSOCIATES 1486 TOLLHOUSE ROAD, #107 CLOVIS, CA 93611 (559) 299-9098</p>	<p><b>HOWARD RD. &amp; GRANADA AVE.</b></p> <p>PORTION OF SECTION 27, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO AND MERIDIAN</p>	<p>DATE: 08-02-2019 DRAWN BY: KMO FILE: 117151 RW.DWG</p>
---	---	---

**EXHIBIT D**

Property Owners List

**PROPERTY OWNER LIST**

RIGHT OF WAY ACQUISITION

For

**New Traffic Signal Installation at the Intersection of Howard Road and Granada Drive**

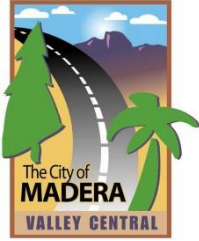
<b><u>APN</u></b>	<b><u>PROPERTY OWNER ADDRESS</u></b>	<b><u>AMOUNT</u></b>
009-130-001	Edwin A. Cortez Orellana 100 North Granada Drive Madera, CA 93637	\$2,451.50
009-130-007	Gary A. Toschi Roger P. Toschi Andrea E. Devine Cynthia A. Schafer Karen M Helton Brian M Deniz 16943 Road 30 1/2 Madera, CA 93636	\$4,620.00
009-340-043	Mauricio Holdings, LLC. 2531 Howard Road Suite 103 Madera, CA 93637	\$4,450.00

**ATTACHMENT 2**

Location Map

# ATTACHMENT 2 - LOCATION MAP





## REPORT TO CITY COUNCIL

Approved by:

Handwritten signature of Keith Helmuth in blue ink.

Keith Helmuth, Department Director

Handwritten signature of Arnaldo Rodriguez in blue ink.

Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2020

Agenda Number: B-5

### SUBJECT:

Consideration of a Minute Order Acceptance of the Construction, File Notice of Completion, and Release of Retention Funds for the 2018-19 SB-1 (RMRA) Seals and Overlay Project, City Project No. R-76

### RECOMMENDATION:

Staff recommends that the City Council (Council) approve Minute Order Approving:

1. Acceptance of the Construction of 2018-19 SB-1 (RMRA) Seals and Overlay Project, City Project No. R-76.
2. The Recording of Notice of Completion.
3. The release of retention 35 days after recording of the Notice of Completion.

### SUMMARY:

The Council, at its September 18, 2019 meeting, awarded a contract to Emmett's Excavation Inc., for the Project in the amount of \$1,201,493.40. The Contractor has completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the Project. The following list provides the location of the Project across several streets.

- Gateway Drive from Cleveland Avenue to 3rd Street
- Country Club Drive from Adell Street to Cleveland Avenue
- Pecan Avenue from Pine Street to Stadium Road
- D Street from 4th Street to 9th Street
- Tierra Vista Subdivision
  - a) Diamond Way from Joya Drive to Gary Lane
  - b) Majestic Way from Bo Tree Lane to Gary Lane

- c) Crystal Way from Bo Tree Lane to Gary Lane
- d) Emily Way from Joya Drive to Gary Lane
- e) Joya Drive from Diamond Way to Emily Way
- f) Bo tree Lane from Diamond Way to Emily Way

**BACKGROUND:**

A final project inspection was conducted by the Engineering Department. Public Works Department staff also participated in the final inspection of the project. All parties agree that the project can be recommended for acceptance by the Council and a “Notice of Completion” recorded. The original scope of the project consisted of the following for various streets within the City:

- Grinding of asphalt concrete
- Removal of severely deteriorated sections of asphalt pavement
- Installation of pavement reinforcing fabric, paving with new asphalt concrete overlay
- Crack sealing and repair of existing street surface
- Application of Type III Micro-surfacing
- Installation of American with Disabilities (ADA) ramps, adjustment of existing manholes/utility covers to final grade
- Removal and replacing traffic striping/markings for various streets

A map of said improvements is provided in Attachment 2.

Three Contract Change Orders have been processed for scope of work added and credited/deducted items to the Project as described below.

- **Change Order No. 1** – Inclusion of six street segments on Tierra Vista Subdivision located on the North West corner of Emily Way and Gary Lane in lieu of completing the work for bid alternate 2 shown on the location map as approved at the September 19, 2019 Council meeting. The total net change order from substituting add alternate two is **\$28,969.00**.
- **Change Order No. 2** – Installation of Shoulder Backing along Pecan Avenue from Pine Street to Stadium Road and installation of fog line striping at various locations. Total change order resulted in a total cost of **\$20,266.30**.
- **Change Order No. 3** – Consists of final balancing change order involving additives or deductive items based on the total work performed versus the total quantity included in the bid item. The total balancing change order resulted in a net change of **\$11,570.90**.

The final progress payment, less the retention amount of five percent, has been processed. The original contract amount was \$1,201,493.40.

The total cost of the change orders resulted in a net increase of \$60,806.20, increasing the cost of the project approximately 5.06 percent to \$1,262,299.60. See Table 1 for a summary.

<b>Table 1: Project Summary</b>		
<i>Original Contract Amount</i>	<i>Total Change Orders</i>	<i>Total Construction Cost</i>
\$1,201,493.40	\$60,806.20	\$1,262,299.60

The construction project was completed within the contract time and adjusted budgeted amount as approved at the September 18, 2019 Council meeting.

**FINANCIAL IMPACT:**

There is no fiscal impact to the City’s General Fund.

Funding for the project is programmed in Fiscal Year 2019/20 budget to include Road Maintenance and Rehabilitation Account and Measure T- LTP Street Maintenance.

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

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

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

**ALTERNATIVES:**

As an alternative, the Council may elect to reject the Notice of Acceptance of the Project. Rejection of the Notice of Acceptance which will result in staff’s inability to release retention funds and closing the Project.

**ATTACHMENTS:**

1. Notice of completion
2. Location Map
3. Project Pictures

**ATTACHMENT 1**

Notice of Completion

RECORDING REQUESTED BY:  
CITY OF MADERA

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

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

**NOTICE OF COMPLETION**  
Corporation

**NOTICE IS HEREBY GIVEN THAT:**

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

NAMES	ADDRESSES
N/A	

6. A work of improvement on the property hereinafter described was completed on March 4, 2020
7. The name of the original contractor, if any, for such work of improvement was Emmett's Excavation Inc.  
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES	ADDRESSES
N/A	

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

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

**2018-19 SB-1 (RMRA) SEALS AND OVERLAY CITY PROJECT NO. R-76**

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

(Signature of Owner named In Paragraph 2)

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

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

NOTICE OF COMPLETION – Page 2 of 2

STATE OF CALIFORNIA  
County of Madera

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

That he has read said notice and knows the contents thereof, and that the facts therein stated

are true: Signature of Officer: \_\_\_\_\_

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

State of  
California  
County of  
Madera

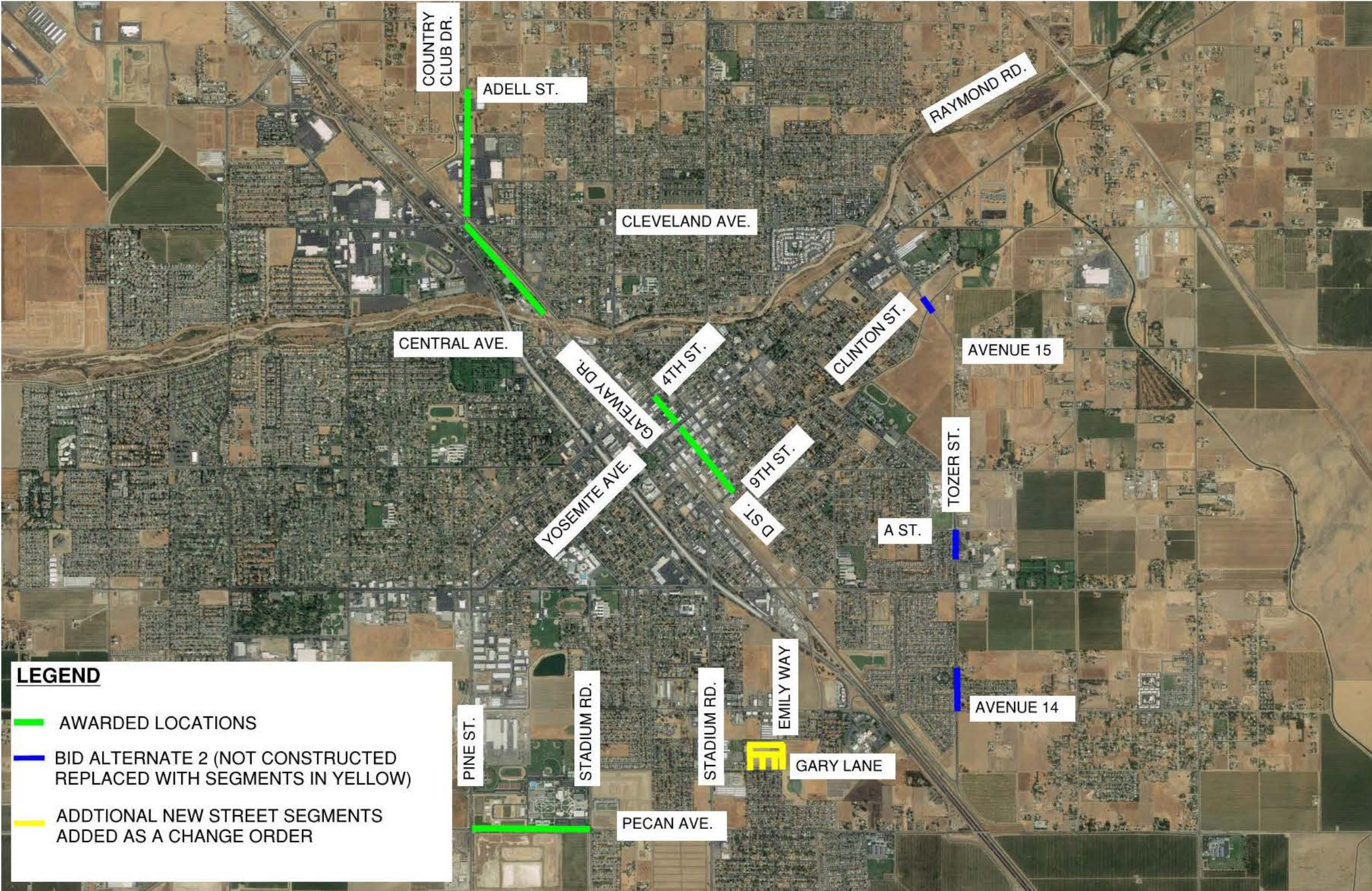
Subscribed and sworn to (or affirmed) before me on the \_\_\_\_\_ day of March, 2020, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_  
(Seal) Alicia Gonzales, City Clerk

**ATTACHMENT 2**

Location Map

# LOCATION MAP



**ATTACHMENT 3**

Project Pictures



Figure 1 – Gateway Drive (Before)



Figure 2 – Gateway Drive (After)



Figure 3 – Tierra Vista Subdivision (Before)



Figure 4 – Tierra Vista Subdivision (After)



Figure 5 – D Street (Before)



Figure 6 – D Street (After)



Figure 7 – Pecan Avenue (Before)



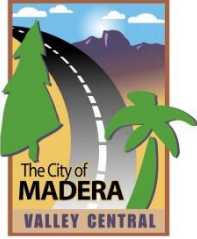
Figure 8 Pecan Avenue (After)



Figure 9 – Cleveland Avenue (Before)





Figure 10 – Cleveland Avenue (After)



## REPORT TO CITY COUNCIL

Approved by:

  
\_\_\_\_\_  
Keith Helmuth, P.E., Department Director

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2020

Agenda Number:     B-6    

### SUBJECT:

Consideration of a Resolution Approving a Non-Disclosure Agreement with Pacific Gas and Electric Company (PG&E) for Utility Information for Various City Projects, and Authorizing the City Engineer to Execute the Non-Disclosure Agreement

### RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving a Non-Disclosure Agreement with Pacific Gas and Electric Company (PG&E) for Utility Information for Various City Projects.
2. Authorizing the City Engineer to execute the Agreement.

### SUMMARY:

The non-disclosure agreement with Pacific Gas and Electric Company (PG&E) would allow the City of Madera (City) to obtain utility plans and incorporate location and sizes of electrical and gas utilities for development of construction plans for Capital Improvement Projects (Projects).

### DISCUSSION:

The City develops construction plans for various types of projects that rely upon an accurate description of where underground facilities may exist for the purposes of avoiding conflicts between proposed improvements and existing improvements; whether above or below ground. The identification of potential conflicts is key to avoid any delays for construction of a given project.

The non-disclosure agreement with PG&E would allow the City to obtain utility information and incorporate locations of electrical and gas utilities for development of construction plans for Projects. Incorporation of utility locations for gas, electrical, and other utilities helps create an accurate plan set and minimizes potential costly changes during construction. It also assists in

identifying the conflicts and initiate the relocation or redesign of the project on a timely manner.

PG&E requires the Agency to execute the non-disclosure agreement to release the gas and electrical utility information for design/construction documents.

The non-disclosure agreement is required to be renewed on a yearly basis. Therefore, it is staff's recommendation to delegate the authority to the City Engineer to execute the non-disclosure agreement, any amendments, and any future non-disclosure agreements with PG&E.

**FINANCIAL IMPACT:**

There will be no impact to the City's General Fund. The non-disclosure agreement does not involve monetary compensation for obtaining the utility information.

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

This subject is not specifically addressed in the vision or action plans.

*Action 101.6* – This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan

**ALTERNATIVES:**

City Council may choose to reject the non-disclosure agreement with PG&E. However, the rejection of the non-disclosure agreement would result in the inability for staff to request and receive utility information for gas and electric from PG&E.

**ATTACHMENTS:**

1. Council Resolution
  - a. Exhibit 1 – non-disclosure agreement

**ATTACHMENT 1**

Resolution

RESOLUTION NO. 20-\_\_\_

**A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NON-DISCLOSURE AGREEMENT WITH PACIFIC GAS AND ELECTRIC COMPANY (PG&E) FOR UTILITY INFORMATION FOR VARIOUS CITY PROJECTS, AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE NON-DISCLOSURE AGREEMENT**

**WHEREAS**, a non-disclosure agreement must be executed with Pacific Gas and Electric Company (PG&E) before utility information for gas and electric are released to the City of Madera (City); and

**WHEREAS**, the non-disclosure agreement must be renewed on a yearly basis; and

**WHEREAS**, City wishes to delegate authorization to the City Engineer to execute the non-disclosure agreement, any amendments and future non-disclosure agreements with PG&E.

**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 Engineer is authorized to execute the non-disclosure agreement, any amendments, and any future non-disclosure agreements, a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.
3. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.
4. This resolution is effective immediately upon adoption.

\* \* \* \* \*

**EXHIBIT 1**

Agreement

This NON-DISCLOSURE AGREEMENT ("Agreement") is by and between PACIFIC GAS AND ELECTRIC COMPANY, a California corporation ("PG&E"), and \_\_\_\_\_ (the "Receiving Party").  
(Company)

### RECITALS

WHEREAS, at the request of the Receiving Party, PG&E agrees to share maps for its gas and electric facilities in the Receiving Party's project area, which is Proprietary Information, with the Receiving Party, as defined below in "Definition" Paragraph 3, "PROPRIETARY INFORMATION," and

WHEREAS, the Receiving Party commits to protect, use, handle, and safeguard the Proprietary Information it receives from PG&E in accordance with the duties and responsibilities set forth herein, giving it the same degree of care as the Receiving Party exercises with its own Proprietary Information to prevent its unauthorized disclosure.

### DEFINITION

1. "PARTIES" as used herein means PACIFIC GAS AND ELECTRIC COMPANY ("PG&E"), a California Corporation, and \_\_\_\_\_ (the "Receiving Party").  
(Company)
2. "AGREEMENT" as used herein means an arrangement between two Parties, a properly executed and legally binding contract. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
3. "PROPRIETARY INFORMATION" as used herein means PG&E's gas and electric facility maps in their entirety, which may disclose confidential customer and/or critical energy infrastructure information.
4. "NEED TO KNOW" as used herein means PG&E's information or data disclosed with the Receiving Party will be kept as Proprietary Information in confidence and the Receiving Party will not disclose such Information to third parties or any other persons unless that third party or person has an agreement in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound (Non-Disclosure Agreement).

### AGREEMENT

NOW, THEREFORE, for valuable consideration, the Parties agree as follows:

1. **PURPOSE AND USE:** The purpose of this Agreement is to protect PG&E Proprietary Information. The Receiving Party may use any Proprietary Information received hereunder for the purpose of avoiding or minimizing utility conflicts and subsequent relocations within project scopes. The Receiving Party may only reproduce the following items from PG&E's gas maps on the Receiving Party's project-related plans, drawings, or other documentation intended for public disclosure: approximate pipeline location, nominal pipeline diameter, pipeline material, and pressure category (high pressure or low pressure) for PG&E's gas distribution mains and transmission pipelines. The Receiving Party may only reproduce the following items from PG&E's electric maps on the Receiving Party's project-related plans, drawings, or other documentation intended for public disclosure: approximate conduit size and location of underground distribution electric facilities and poles.
2. **NON DISCLOSURE:** Subject to "Agreement" Paragraph 5, "Exceptions to Non-Disclosure," the Receiving Party agrees to keep Proprietary Information (excluding the items allowed to be reproduced on public documentation as outlined in "Agreement" Paragraph 1, "Purpose and Use") in confidence and not



disclose such Information to third parties or any other persons except employees, agents, consultants, or subcontractors of the Receiving Party with a "need to know" in order to accomplish the sole purpose stated above, and provided that such third parties shall first have agreed in writing to be bound by a like obligation of confidentiality with respect to PG&E's Proprietary Information as the Receiving Party is bound.

3. OWNERSHIP OF PROPRIETARY INFORMATION: All Proprietary Information delivered by PG&E to the Receiving Party pursuant to this Agreement shall be and remain the property of PG&E.

4. NO LICENSE RIGHTS: This Agreement and any Proprietary Information used or disclosed hereunder shall not be construed as granting, expressly or by implication, to the Receiving Party any rights by license or otherwise to such Proprietary Information or to any invention or patent or patent application now or hereafter owned or controlled by PG&E.

5. EXCEPTIONS TO NON-DISCLOSURE: Notwithstanding "Agreement" Paragraph 2, "Non-Disclosure," the Receiving Party shall not be liable under this Agreement for a disclosure or use of Proprietary Information received hereunder where the Proprietary Information:

- 5.1 was in the public domain at the time of the disclosure or is subsequently made available to the general public without restriction and without breach of this Agreement; or
- 5.2 was known by the Receiving Party at the time of disclosure without restrictions on its use, or was independently developed by the Receiving Party without reliance on, use of, or strategic guidance derived from the Proprietary Information, each as shown by adequate documentation; or
- 5.3 is disclosed to the Receiving Party by a third party without restriction and without breach of any agreement; or
- 5.4 is disclosed with the prior written approval of PG&E; or
- 5.5 is used or disclosed pursuant to a court order, subpoena or other lawful order of a court or a request for information or audit from a governmental authority of competent jurisdiction, or a request pursuant to the California Public Records Act, provided that prior to such disclosure, PG&E is given prompt notice of the required disclosure so that it may take whatever action it deems appropriate, including intervention in any proceeding and the seeking of an injunction to prohibit such disclosure.

6. INJUNCTIVE RELIEF: Each Party hereby acknowledges and agrees that because (a) an award of money damages is inadequate for any breach of this Agreement, and (b) any breach causes PG&E irreparable harm, for any violation or threatened violation of any provision of this Agreement, in addition to any remedy PG&E may have at law, PG&E is entitled to equitable relief, including injunctive relief and specific performance, without proof of actual damages.

7. LIMITATION OF LIABILITY: NEITHER PARTY SHALL BE LIABLE FOR SPECIAL, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

8. TERM: Either Party may terminate this Agreement by giving the other Party thirty (30) days written notice. Termination shall not abrogate the Receiving Party's obligations hereunder for Proprietary Information received prior to the date of termination. The nondisclosure provisions of this Agreement shall survive the termination hereof and shall continue until written permission is obtained from PG&E releasing Receiving Party from its confidentiality obligations hereunder.

9. RETURN OF PROPRIETARY INFORMATION: Upon termination of this Agreement, the Receiving Party shall destroy any and all Proprietary Information, including copies thereof received under this Agreement. Notwithstanding the foregoing, the Receiving Party may retain copies of any Proprietary Information required to establish regulatory compliance.

#### 10. GENERAL PROVISIONS

- 10.1 NOT A JOINT VENTURE: Each Party shall use its own resources and funds in carrying out the provisions of this Agreement, and neither Party shall be required to reimburse the other for expenditures or costs incurred hereunder. This Agreement shall not constitute, create or otherwise imply a joint venture, teaming or pooling agreement, partnership or business combination of any kind.
- 10.2. NO FUTURE CONTRACT RIGHTS: This Agreement and the disclosure of Proprietary Information hereunder is not an offer, promise or acceptance of any future contract or amendment of any existing contract.
- 10.3 NO WARRANTIES OR REPRESENTATIONS: Neither Party makes any warranty or representation of any kind, either express or implied, concerning the Proprietary Information exchanged under this Agreement. The Receiving Party shall not rely on the Proprietary Information for any purpose other than to make its own evaluation thereof.
- 10.4 GOVERNING LAW: This Agreement shall be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.
- 10.5 BINDING AGREEMENT: This Agreement shall be binding upon the Parties, their successors and assigns. This Agreement contains the entire understanding between the Parties with respect to Proprietary Information received hereunder. No change or modification shall be made effective unless in writing and signed by an authorized representative of each Party.

IN WITNESS WHEREOF, this Agreement is effective as of the date of signature (the "Effective Date"), as indicated below.

RECEIVING PARTY:

---

Company

---

Signature of Authorized Agent of Company

---

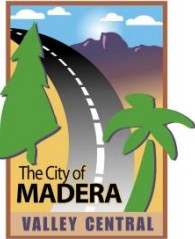
Name (Print)

---

Title

---

Date of Signature ("Effective Date")



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: March 4, 2020

Agenda Number: B-7

*Jim Howell*  
Jim Howell, Interim Public Works Director

*Arnoldo Rodriguez*  
Arnoldo Rodriguez, City Manager

**SUBJECT:**

Consideration of a Resolution:

1. Authorizing the City Manager or Designee to Execute All Documentation for Pre-Application and Application to the Federal Aviation Administration for Airport Improvement Program Grants for Federal Fiscal Years 2020 and 2021 for the Madera Municipal Airport as Shown in the City’s Capital Improvement Plan;
2. Accept Federal Aviation Administration Airport Improvement Program Grants for Federal Fiscal Year 2020 and 2021 Projects at the Airport Including All Subsequent Amendments Thereto; and
3. Apply for and Accept Grants and All Subsequent Amendments Thereto Offered by the California Department of Transportation, Division of Aeronautics for Matching Funds for Federal Fiscal Year 2020 and 2021 Federal Aviation Administration Approved Projects at the Madera Municipal Airport

**RECOMMENDATION:**

It is recommended that City Council (Council) adopt the Resolution authorizing the City Manager or designee to execute all required documents for grants and amendments thereto for the Madera Municipal Airport (Airport) from both the Federal Aviation Administration (FAA) and Department of Transportation, Division of Aeronautics (Caltrans) for Federal Fiscal Years (FFY) 2020 and 2021.

**SUMMARY:**

This Resolution will allow the City Manager or designee to execute the pre-application, application, grant acceptance and amendments, and all related documents for grants offered by the FAA and Caltrans to the Airport for the two grant cycles during FFY 2020 and 2021. The FAA typically offers 90 percent funding for approved projects in the Airport Capital Improvement Plan

(ACIP). Caltrans offers a matching grant which is 5 percent of the federal funding amount, which is 4.5 percent of total eligible project cost. The Airport Fund is responsible for the remaining 5.5 percent of project cost. The projects identified for this two-year cycle support the Public Works Department's ongoing obligation to keep the Airport safe and viable.

**DISCUSSION:**

The Airport Improvement Program (AIP) through FAA funds airport grants for infrastructure projects such as runways, taxiways, airport signage, airport lighting, and airport markings. The Airport receives entitlement and discretionary funding each year based on the number of airport operations, the status of the Airport as a “reliever” airport, and the priority of eligible projects within the FAA Western Pacific Region. In addition to FAA funding, Caltrans offers an Airport Improvement Program Matching Grant which may be obtained after the FAA grant is executed. As stated previously, FAA typically funds 90 percent of an approved project, with Caltrans funding 4.5 percent. The Airport Fund is responsible for the remaining 5.5 percent of project cost. These matching funds come from Airport revenues which are saved year-to-year to completed necessary projects.

The Airport completes and submits a five-year ACIP each year in the Fall to FAA. This ACIP is FAA's planning document to program future AIP grant funding. The projects associated with this Resolution have been identified in both the City's Capital Improvement Plan and the five-year FAA ACIP. These projects are as follows:

**Table 1: Airport Capital Improvement Projects**

<i>FFY</i>	<i>Description</i>	<i>Project Cost</i>	<i>Estimated FAA Participation</i>	<i>Estimated Caltrans Participation</i>	<i>Airport Matching Funds</i>
2020	Airfield Drainage Improvements - Design	\$135,000	\$121,500	\$6,075	\$7,425
2021	Airfield Drainage Improvements - Construction	\$952,000	\$856,800	\$42,840	\$52,360
<b>TOTALS</b>		<b>\$1,087,000</b>	<b>\$978,300</b>	<b>\$48,915</b>	<b>\$59,785</b>

**FINANCIAL IMPACT:**

Both FAA and Caltrans AIP Grants are issued on a reimbursement basis; therefore, the total project cost will be included in the applicable fiscal year budget. If grants are awarded to the City by FAA and Caltrans, the Airport Fund will be responsible for the matching funds in the amount of \$7,425.00 in FY 19/20 and \$52,360.00 in FY 20/21. There will be no financial impact to the General Fund.

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

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

**ALTERNATIVES:**

If Council chooses not to adopt this Resolution, the City Manager will not be granted authority to execute FAA or Caltrans Airport grant documents on behalf of the City. The Public Works Department would continue to bring specific projects before Council for approval and execution; however, due to the tight timelines provided by FAA during the grant award process, the City would likely miss out on these grant opportunities.

**ATTACHMENTS:**

1. Resolution – Authorizing City Manager to Execute FAA and Caltrans Grants

RESOLUTION NO. 20-\_\_\_\_\_

**RESOLUTION AUTHORIZING THE CITY MANAGER OR DESIGNEE TO EXECUTE ALL DOCUMENTATION FOR PRE-APPLICATION AND APPLICATION TO THE FEDERAL AVIATION ADMINISTRATION FOR AIRPORT IMPROVEMENT PROGRAM GRANTS FOR FEDERAL FISCAL YEARS 2020 AND 2021 FOR THE MADERA MUNICIPAL AIRPORT AS SHOWN IN THE CITY'S CAPITAL IMPROVEMENT PLAN; ACCEPT FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM GRANTS FOR FEDERAL FISCAL YEAR 2020 AND 2021 PROJECTS AT THE AIRPORT INCLUDING ALL SUBSEQUENT AMENDMENTS THERETO; AND APPLY FOR AND ACCEPT GRANTS AND ALL SUBSEQUENT AMENDMENTS THERETO OFFERED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF AERONAUTICS FOR MATCHING FUNDS FOR FEDERAL FISCAL YEAR 2020 AND 2021 FEDERAL AVIATION ADMINISTRATION APPROVED PROJECTS AT THE MADERA MUNICIPAL AIRPORT**

**WHEREAS**, the Federal Aviation Administration (FAA) requires the City of Madera submit in this Federal Fiscal Year (FFY) preliminary and final grant applications for FFY 2020 and 2021; and

**WHEREAS**, the United States of America, acting through the Department of Transportation, FAA is offering a Grant Agreement(s) to the City of Madera for Airport Improvement Project No. 3-06-0144-"xx" for FFY 2020 and 2021 (where "xx" represents the next sequential Airport Improvement Program (AIP) Grant numbers) for the following:

ENTITLEMENT AIRPORT IMPROVEMENT PROJECTS AND DISCRETIONARY AIRPORT IMPROVEMENT PROJECTS; and

**WHEREAS**, pursuant to Section 21683.1 of the Public Utilities Code, the California Transportation Commission is authorized to allocate funds for a portion of the local match for AIP grants; and

**WHEREAS**, the California Department of Transportation, acting on the authority of the California Transportation Commission, may provide five percent (5%) for that portion of the FAA grant which is for airport and aviation purposes; and

**WHEREAS**, the City of Madera is submitting an application for matching funds for FAA projects for FFY 2020 and 2021 which are included in the State's Capital Improvement Program; and

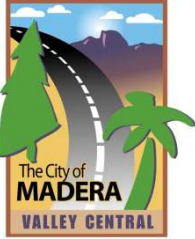
**WHEREAS**, the City of Madera must certify by resolution approval of such grant awards; and

**WHEREAS**, the City will enter into agreements for such grant funding;

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

1. Submittal of pre-application and application for FAA AIP grants for FFY 2020 and 2021 for Entitlement Projects and Discretionary Projects is hereby approved.
2. Upon grant offer(s) being received from the FAA, that Part I - Offer of the Grant Agreement for Airport Improvement Program Project No. 3-06-0144-"xx" for FFY 2020 and 2021 (where "xx" represents the next sequential AIP Grant numbers), including amendments thereto, are hereby approved and accepted when received, consistent with Constitutional and local law requirements.
3. The City Manager, or designee, is hereby authorized and empowered to execute in the name of the City of Madera all required documentation including Part II - Acceptance of the Grant Agreement and any Grant Amendments as may be offered by the FAA, upon prior approval as to form by the City Attorney. The City Attorney upon her approval as to form is authorized to sign the Certification of Sponsor's Attorney on behalf of the City of Madera.
4. Filing of the application with the California Department of Transportation for matching funds for the FFY 2020 and 2021 AIP Grants is hereby approved and accepted when received, consistent with Constitutional and local law requirements.
5. The City Manager, or designee, is hereby authorized and empowered to execute in the name of the City of Madera all required documentation including the Acceptance of the Grant Agreement and any Grant Amendments as may be offered by the California Department of Transportation, upon prior approval as to form by the City Attorney. The City Attorney upon their approval as to form is authorized to sign any Certification or Assurance of Sponsor's Attorney on behalf of the City of Madera.
6. This resolution is effective immediately upon adoption.

\*\*\*\*\*



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Jim Howell, Interim Public Works Director

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:**     B-8    

**SUBJECT:**

Consideration of Adopting a Resolution Approving an Agreement with Reinard W. Brandley, Consulting Airport Engineers, for Airport Engineering and Construction Management Services and Authorizing the Mayor to Execute the Agreement on Behalf of the City.

**RECOMMENDATION:**

It is recommended that City Council (Council) adopt the Resolution approving the Agreement with Reinard W. Brandley, Consulting Airport Engineers (Brandley Engineering), for airport engineering and construction management services and authorize the Mayor to execute the Agreement on behalf of the City.

**SUMMARY:**

In December 2019, the City published Request for Proposals (RFP) No. 201920-07 for airport engineering and construction management services. The purpose of this RFP was to solicit professional consultants with a strong background in airport capital improvement projects to provide services in support of City staff for future projects at the Madera Municipal Airport (Airport). The RFP was distributed to seven engineering firms that specialize in these areas throughout the state. The City received a single response from Brandley Engineering. The recommended Agreement is a three-year agreement for airport consulting services, with the option to extend for an additional two years with mutual written consent of both parties.

**DISCUSSION:**

The Airport is an 890-acre site which is owned and operated by the City of Madera. It is a general aviation facility serving the requirements of the air trade area, which generally consists of the City of Madera, the surrounding County of Madera, and portions of Fresno County. The City has historically utilized a consultant engineer for capital improvement projects at the Airport due to the specialized nature of the projects and application processes for grants through the Federal

Aviation Administration (FAA) and the California Department of Transportation, Division of Aeronautics (Caltrans).

RFP No. 201920-07 was published in December 2019. The City requested proposals from firms with at least 10 years of experience in airport architectural, engineering, and construction management services. In addition to distributing the RFP to qualified engineering firms that specialize in airport consulting, it was advertised in the Madera Tribune and on the City website. Brandley Engineering was the only firm to submit a proposal. Their proposal was reviewed and found to be both responsive and responsible.

Should the Agreement be awarded, Brandley Engineering will be responsible for assisting City staff through the preliminary, design, and construction phases of up to three Airport projects in the five-year Airport Capital Improvement Plan. These projects are shown in Table 1.

Table 1: Airport Capital Improvement Projects		
Year	Development Type	Description
2020	Design	Airfield Drainage Improvements
2021	Construction	Airfield Drainage Improvements
2022		No Project
2023		No Project
2024	Design	Runway 12-30 Mill and Fill

For each of these projects, Brandley Engineering will prepare FAA and Caltrans grant applications and documentation; prepare design and project plans and specifications for FAA grant projects; provide assistance in the contractor bid process; and serve as grant manager and project manager during the construction phase of airport planning and development projects. In addition to the above-listed projects, Brandley Engineering will also assist the City with day-to-day interaction with FAA and any specific consulting needs that may arise during the term of this agreement, as outlined in the scope of work. For example, the City anticipates requesting Brandley Engineering to participate in the preparation and submittal of the Airport Capital Improvement Plan and attend our annual meeting with FAA. The City has worked with Brandley Engineering for several years. They have been integral in the completion of several FAA-funded capital projects at the Airport.

**FINANCIAL IMPACT:**

Brandley Engineering has estimated the cost for the three proposed projects in the Airport Capital Improvement Plan as follows:

*Airfield Drainage Improvements – Engineering Design (2020):*

Environmental	\$ 21,000.00
Topographic Surveys	\$ 15,000.00
Geotechnical Studies	\$ 13,500.00

Engineering Design	\$ 65,000.00
<b>TOTAL</b>	<b>\$114,500.00</b>

*Airfield Drainage Improvements – Construction Management (2021):*

Engineering Support – Bidding/Award	\$ 7,000.00
Engineering Design – Construction/Close	\$ 25,000.00
Construction Management	\$137,000.00
<b>TOTAL</b>	<b>\$169,000.00</b>

*Runway 12-30 Mill and Fill – Engineering Design (2024):*

Environmental	\$ 5,000.00
Topographic Surveys	\$ 20,000.00
Geotechnical Studies	\$ 13,500.00
Engineering Design	\$165,000.00
<b>TOTAL</b>	<b>\$203,500.00</b>

The costs associated with these projects will be largely funded through grants from FAA and Caltrans. FAA funds 90 percent of eligible projects, with Caltrans funding 4.5 percent. The Airport Fund is responsible for the remaining 5.5 percent of the project costs. Both FAA and Caltrans Airport Improve Program Grants are issued on a reimbursement basis; therefore, the total project costs and anticipated revenues from the grant funding sources will be included in the applicable fiscal year budget. There will be no financial impact to the General Fund.

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

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

**ALTERNATIVES:**

If Council chooses not to adopt this Resolution, the Agreement with Brandley Engineering will not be executed. Staff will prepare and distribute a new RFP for airport engineering and construction management services and bring the results back to Council for consideration.

**ATTACHMENTS:**

1. Resolution – Approving an Agreement
  - a. Exhibit 1 – Engineering and Construction Management Services Agreement
    - i. Exhibit A – Insurance Requirements
    - ii. Exhibit B – FAA Contract Provisions

**RESOLUTION NO. 20-\_\_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH REINARD W. BRANDLEY, CONSULTING AIRPORT ENGINEERS, FOR AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

**WHEREAS**, the City has a need to secure airport engineering and construction management services from a qualified professional; and

**WHEREAS**, the City of Madera (City) issued a Request for Proposals (RFP) for Airport Engineering and Construction Management Services; and

**WHEREAS**, Reinard W. Brandley, Consulting Airport Engineers, has been identified as a firm having the necessary experience and qualifications to provide services under this Airport Engineering and Construction Management Services Agreement; and

**WHEREAS**, an agreement has been prepared between the City of Madera and Reinard W. Brandley, Consulting Airport Engineers, for airport engineering and project management services that is in the best interests of both parties.

**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 Council approves the Agreement with Reinard W. Brandley, Consulting Airport Engineers which is attached hereto as Exhibit 1.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

\*\*\*\*\*

**CITY OF MADERA**  
**AIRPORT ENGINEERING AND CONSTRUCTION MANAGEMENT SERVICES**

THIS Airport Engineering and Construction Management Services Agreement (“Agreement”) is made and entered into on March 4, 2020, by and between the City of Madera, a municipal corporation (“City”) and Reinard W. Brandley, Consulting Airport Engineers (“Service Provider”).

**RECITALS**

- A. The City is in need of Airport Engineering and Construction Management Services and the City has issued a Request for Proposals (RFP) for Airport Engineering and Construction Management Services.
- B. City requires an Airport Engineering and Construction Management Services Agreement from a qualified professional service provider.
- C. Service Provider is a firm having the necessary experience and qualifications to provide services under this Airport Engineering and Construction Management Services Agreement.
- D. After conducting an RFP process for Airport Engineering and Construction Management Services and after review and consideration, City desires to retain Service Provider to provide said services.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

- 1. Services. The City hereby employs Service Provider to provide Airport Engineering and Construction Management Services, herein set forth at the compensation and upon the terms and conditions herein expressed.
- 2. Obligations, Duties and Responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below:

**Preliminary Phase**

- Coordinating with the City on project scope requirements, finances, schedules, operational safety and phasing considerations, site access and other pertinent matters.
- Planning, procuring, and/or preparing necessary surveys, geotechnical engineering investigations, field investigations, and architectural and engineering studies required for design considerations.
- Developing design schematics, sketches, environmental and aesthetic considerations, project recommendations, and preliminary layouts and cost estimates.

Design Phase

- Conducting and attending meetings and design conferences to obtain information and to coordinate or resolve design matters.
- Collecting engineering data and undertaking field investigations; performing geotechnical engineering studies; and architectural and engineering studies.
- Preparing necessary engineering reports and recommendations.
- Preparing detailed plans, specifications, and cost estimates.
- Preparing Construction Safety and Phasing Plan (CSPP).
- Printing and providing necessary copies of engineering drawings and contract specifications.

Construction Phase

- Assisting the City in advertising and securing bids, negotiating for services, analyzing bid results, furnishing recommendations on the award of contracts, and preparing contract documents.
- Representing the City at preconstruction conferences.
- Onsite construction inspection and/or management involving the services of a part-time or full-time resident engineer(s), inspector(s), or manager(s) during the construction or installation phase of a project.
- Providing consultation and advice to the City during all phases of construction.
- Inspecting work in progress periodically and providing appropriate reports to the City.
- Reviewing and approving shop and construction drawings submitted by contractors for compliance with design concept.
- Reviewing, analyzing, and approving laboratory and mill test reports of materials and equipment.
- Preparing and negotiating change orders and supplemental agreements.
- Observing or reviewing performance tests required by specifications.
- Preparation of as-constructed plans.
- Determining amounts owed to contractors and assisting the City in the preparation of payments required for amounts reimbursable from grant projects.
- Making final inspections and submitting a report of the completed project to the City.

3. Service Provider’s fees and compensation: amount, how and when payable.

3.1 Fees. For all the work and services, including supplies and equipment, pertaining to this Agreement and supplies required to be furnished by the Service Provider to the City, City agrees to pay to Service Provider and Service Provider agrees to accept and receive as payment in full the following fees and compensation which shall be known as the “Fee” to be paid as hereinafter set forth.

A. Fee Schedule

Personnel

Reinard W. Brandley .....	\$300.00/Hour
Senior Engineer/Resident Engineer.....	\$180.00/Hour
Junior Engineer/Senior Inspector .....	\$120.00/Hour
Senior Drafter.....	\$120.00/Hour
Junior Drafter .....	\$90.00/Hour
Apprentice.....	\$95.00/Hour

Project Administrator .....\$100.00/Hour  
Clerical .....\$75.00/Hour

Travel and Equipment Rental

Per Diem.....\$175/Day  
Vehicle Rental .....\$40.00/Day + \$0.58/Mile

Outside Consultants

Topographic Surveys, Geotechnical  
Drilling, Testing Laboratories, etc. ....Cost + 10%

4. Term of Agreement. This Agreement shall be effective on March 4, 2020, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through March 4, 2023, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years. Notice of such intent shall be provided by either Party ninety (90) days before the end of the initial term to allow for the appropriate vetting and appropriate approvals by the Parties. Fees and Costs for the optional extensions may be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category “C” or 2.5%, whichever is less.

5. Hold Harmless and Insurance Requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider’s performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider’s work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement

5.2 Indemnification and Waivers.

Indemnity for Professional Liability:

When the law establishes a professional standard of care for Service Provider’s Services, to the fullest extent permitted by law, Service Provider shall indemnify, protect, defend, and hold harmless City and

any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Service Provider (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Service Provider (and its Subconsultants) and the City in the performance of professional services under this agreement.

**Indemnity for Other Than Professional Liability:**

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

5.3 Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force liability and property damage insurance. The limits of such policy shall be as required by the City of Madera. A copy of the City's requirements for such insurance coverage is attached hereto as Exhibit "A".

6. Attorney's Fees/Venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

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

8. Termination.

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

8.2 City may immediately suspend or terminate this Agreement in whole or in part by written notice where, if in the determination of City, there is:

1. A failure by Service Provider to comply with any material term of this Agreement;
2. A substantially incorrect or incomplete report submitted by Service Provider to City.

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

All notices shall be mailed to the City:

City of Madera  
Public Works Department  
1030 South Gateway Drive  
Madera, CA 93637

To Service Provider:

Reinard W. Brandley, Consulting Airport Engineers  
6125 King Road, Suite 201  
Loomis, CA 95650

9. Compliance with Laws. In the performance of this Agreement, Service Provider shall comply with the provisions in Exhibit B "Contract Provisions for Obligated Sponsor and Airport Improvement Projects" which are incorporated by reference and all applicable local, state, and federal laws and regulations and laws referenced in this section.

9.1 Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2 Conflict of Interest. By executing this Agreement, Service Provider certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3 Proprietary Information. In the performance of Services, Service Provider may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Service Provider, such information must be held by Service Provider in confidence and used only in performing the Agreement. Service Provider shall exercise the same standard of care to protect such information as a reasonably prudent Service Provider would use to protect its own proprietary or confidential information.

9.4 Nondiscrimination Requirements. Service Provider shall comply with all state and federal laws in the administration of this Agreement.

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means

possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

10. Notices. All notices and communications from the Service Provider shall be to City's Fleet Operations Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated above.

11. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

12. Entire Agreement. This contract sets forth the entire Agreement between the parties and supersedes all other oral or written provisions. Any changes to this Agreement requested by either City or Service Provider may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such a writing.

13. Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

\*\*\*\*\*

CITY OF MADERA

BY: \_\_\_\_\_  
Andrew Medellin, Mayor

REINARD W. BRANDLEY,  
CONSULTING AIRPORT ENGINEERS

BY: \_\_\_\_\_  
Reinard W. Brandley, Owner

ATTEST:

\_\_\_\_\_  
Alicia Gonzales, City Clerk

APPROVED AS TO FORM

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

## Exhibit A

### **Insurance Requirements for Consultants**

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

#### *Minimum Scope and Limits of Insurance*

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

#### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all

times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

*Acceptable Insurers*

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

*Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

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

*Specifications not Limiting*

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

*Notice of Cancellation*

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

*Self-insured Retentions*

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

*Timely Notice of Claims*

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

*Additional Insurance*

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

# **EXHIBIT B – CONTRACT PROVISIONS FOR OBLIGATED SPONSORS AND AIRPORT IMPROVEMENT PROJECTS**

## **B1 ACCESS TO RECORDS AND REPORTS**

2 CFR § 200.333

2 CFR § 200.336

FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **B2 BREACH OF CONTRACT TERMS**

2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **B3 CIVIL RIGHTS - GENERAL**

49 USC § 47123

### **GENERAL CIVIL RIGHTS PROVISIONS**

The Consultant agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Consultant and subconsultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **B4 CIVIL RIGHTS – TITLE VI ASSURANCE**

49 USC § 47123

FAA Order 1400.11

The City of Madera in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

#### **Title VI Clauses for Compliance with Nondiscrimination Requirements**

##### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the Consultant of the Consultant’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant’s noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it

or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subconsultant, or supplier because of such direction, the Consultant may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the “Consultant”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by

discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

## **B5 CLEAN AIR AND WATER POLLUTION CONTROL**

2 CFR § 200, Appendix II(G)

Consultant agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Consultant agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Consultant must include this requirement in all subcontracts that exceeds \$150,000.

## **B6 DEBARMENT AND SUSPENSION**

2 CFR part 180 (Subpart C)

2 CFR part 1200

DOT Order 4200.5

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

## **B7 DISADVANTAGED BUSINESS ENTERPRISE**

49 CFR part 26

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the City of Madera to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **Contract Assurance (§ 26.13) –**

The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR part 26 in the award and administration of Department of Transportation-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Owner deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Consultant from future bidding as non-responsible.

**Prompt Payment (§26.29) –** The prime Consultant agrees to pay each subconsultant under this prime contract for satisfactory performance of its contract no later than 7 days from the receipt of each payment the prime Consultant receives from City of Madera. The prime Consultant agrees further to return retainage payments to each subconsultant within 7 days after the subconsultant’s work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the City of Madera. This clause applies to both DBE and non-DBE subconsultants.

## **B8 DISTRACTED DRIVING**

Executive Order 13513

DOT Order 3902.10

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Consultant to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the

project. The Consultant must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of work activities associated with the project.

## **B9 ENERGY CONSERVATION REQUIREMENTS**

2 CFR § 200, Appendix II(H)

Consultant and Subconsultant agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201*et seq.*).

## **B10 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

2 CFR 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Consultant agrees as follows:

(1) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Consultant will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Consultant's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Consultant will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subconsultant or vendor. The Consultant will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Consultant, or any subconsultant at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Consultant is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Consultants shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Consultant or subconsultant participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Consultants or subconsultants toward a goal in an approved Plan does not excuse any covered Consultant's or subconsultant's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Consultant shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Consultant should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Consultants performing construction work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Consultant is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Consultant has a collective bargaining agreement to refer either minorities or women shall excuse the Consultant's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Consultant during the training period and the Consultant shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Consultant shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Consultant's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Consultant shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Consultant's employees are assigned to work. The Consultant, where possible, will assign two or more women to each construction project. The Consultant shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Consultant's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the

Consultant or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Consultant by the union or, if referred, not employed by the Consultant, this shall be documented in the file with the reason therefore along with whatever additional actions the Consultant may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Consultant has a collective bargaining agreement has not referred to the Consultant a minority person or female sent by the Consultant, or when the Consultant has other information that the union referral process has impeded the Consultant's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Consultant's employment needs, especially those programs funded or approved by the Department of Labor. The Consultant shall provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Consultant's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Consultant in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Consultant's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Consultant's EEO policy with other consultants and subconsultants with whom the Consultant does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Consultant's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Consultant shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a Consultant's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Consultant's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction consultants and suppliers, including circulation of solicitations to minority and female consultant associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Consultant's EEO policies and affirmative action obligations.

8. Consultants are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Consultant is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Consultant actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Consultant's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Consultant. The obligation to comply, however, is the Consultant's and failure of such a group to fulfill an obligation shall not be a defense for the Consultant's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Consultant, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Consultant has achieved its goals for women generally), the Consultant may be in violation of the Executive Order if a specific minority group of women is underutilized.

10. The Consultant shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The Consultant shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Consultant shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any consultant who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Consultant, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Consultant fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Consultant shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Consultants shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **B11 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

29 USC § 201, et seq

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **B12 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR part 200, Appendix II(J)

49 CFR part 20, Appendix A

## **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **B13 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

29 CFR part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subconsultant's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **B14 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is ( ✓ ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is ( ✓ ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **B15 TERMINATION OF CONTRACT**

2 CFR § 200 Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Consultant must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **TERMINATION FOR DEFAULT (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project; or
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **B16 TRADE RESTRICTION CERTIFICATION**

49 USC § 50104

49 CFR part 30

### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC Section 1001.

The Offeror/Consultant must provide immediate written notice to the Owner if the Offeror/Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subconsultants provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

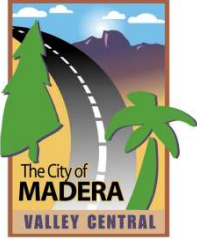
Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subconsultant:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR or
- 2) whose subconsultants are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.


This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Jim Howell, Interim Public Works Director

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:** B-9

**SUBJECT:**

Consideration of a Resolution Appointing Michael Pistoresi to the City of Madera Airport Advisory Commission Representing District 3 (Councilmember Steve Montes).

**RECOMMENDATION:**

Staff recommends the City Council (Council) adopt a Resolution appointing Michael Pistoresi to the City of Madera Airport Advisory Commission (AAC).

**SUMMARY:**

Councilmember Steve Montes has indicated that he would like to appoint Michael Pistoresi to the City of Madera AAC. Each Council Member, inclusive of the Mayor, nominates one member to serve on this Committee. Formal appointment occurs through action by the full Council. If approved, Mr. Pistoresi will be eligible to attend the AAC meeting set for April 14, 2020.

**DISCUSSION:**

The City of Madera AAC is a Council appointed body established to serve in an advisory capacity to Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures, and reviewing and recommending action regarding land use surrounding the Airport. The Commissioners are nominated by an individual Councilmember and serve a term of four years, concurrent with the Councilmember.

Councilmember Montes appointed Nick Davis to the AAC in February 2020. Commissioner Davis resigned from the AAC in January 2020, creating an opportunity for a new appointment in the seat nominated by the District 3 Councilmember. Representing District 3, Councilmember Montes has indicated a desire to nominate and would like to appoint Michael Pistoresi to the AAC to serve a term concurrent with his own. Mr. Pistoresi would be a new member to the AAC.

Per the AAC Rules of Procedure, all members shall reside in Madera County and should have some knowledge or connection to aeronautics. At least four members of the AAC are required to be residents of the City of Madera. Mr. Pistoresi resides in the City and has the necessary experience and knowledge to be a beneficial addition to the Commission (Attachment 2). Mr. Pistoresi is a licensed helicopter pilot and is an active member of the aviation community in Madera.

**FINANCIAL IMPACT:**

There is no financial impact from the recommended action, as the Commission serves without compensation.

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

While this item does not directly implement a Vision action item, it is not in conflict with one either.

**ALTERNATIVES:**

Should Council choose to not appoint Mr. Pistoresi to the AAC, the vacancy would remain open and Councilmember Montes would have to return to a future meeting with an alternative nomination request.

**ATTACHMENTS:**

1. Resolution – AAC Appointment
2. AAC Application – Michael Pistoresi

RESOLUTION NO. 20 - \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,  
APPOINTING MICHAEL PISTORESI TO THE CITY OF MADERA AIRPORT ADVISORY  
COMMISSION REPRESENTING DISTRICT 3 (COUNCILMEMBER STEVE MONTES)**

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

**WHEREAS**, a vacancy exists in the City of Madera Airport Advisory Commission; and

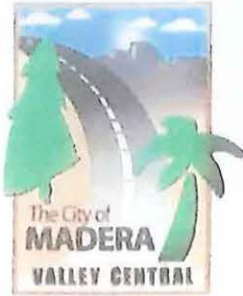
**WHEREAS**, Michael Pistorresi has been duly nominated to fill the vacancy for Council Member Montes in District 3; and

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

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

1. The above recitals are true and correct.
2. Michael Pistorresi is hereby appointed to the Airport Advisory Commission of the City of Madera for the term prescribed by Ordinance.
3. This Resolution is effective immediately upon adoption.

\* \* \* \* \*



# CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

## APPLICATION

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

PLEASE CHECK ONE OR MORE:

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

*Please type or print in ink.*

Pistorosi	Michael	A
LAST NAME	FIRST NAME	M.I.
██████████ Madera	CA 93637	██████████
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
Same as above		████████████████████
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
DMP Development Corp ██████████	Madera CA 93637	
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA <u>70</u> YEARS <u>7</u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
--	--	--

**EDUCATIONAL BACKGROUND:**

Two years of College. Fresno State Business Admin

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

Italo-American Club, Board of Directors  
Elks

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

Madera City Planning Commission-Approx 1995

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I have a keen interest in aviation and am a licensed helicopter pilot. I appreciate everything that the Madera City Airport provides for the community, the amount of business that it brings to our community along with the financial and future benefits that it provides.

REFERENCES (Optional):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

02/10/2020

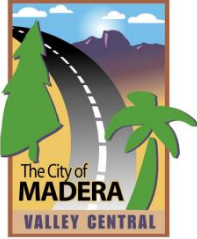
DATE



SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

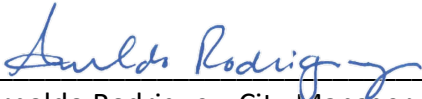
CITY OF MADERA  
OFFICE OF THE CITY CLERK  
205 West Fourth Street  
Madera, CA 93637  
(559) 661-5405  
(559) 674-2972 Fax



**REPORT TO CITY COUNCIL**

**Approved by:**

  
\_\_\_\_\_

  
\_\_\_\_\_

Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:** B-10

**SUBJECT:**

Consideration of a Resolution Authorizing Submittal of a Joint Application to the California Department of Housing and Community Development for Infill Infrastructure Grant Program Funding in an Amount Not to Exceed \$6 Million to Construct Off-Site Improvements for a 52-Unit Affordable Apartment Complex (Sugar Pine Village formerly known as Madera Village) and Approving a Memorandum of Understanding with Self-Help Enterprises to Apply as Joint Applicants for Said Funds

**RECOMMENDATION:**

Staff recommends City Council (Council) approve the Resolution authorizing submittal of a joint application for Infill Infrastructure Grant (IIG) funding and approving the proposed Memorandum of Understanding (MOU) between the City of Madera (City) and Self-Help Enterprises (SHE).

**SUMMARY:**

The California Department of Housing and Community Development (HCD) announced a Notice of Funding Availability (NOFA) for approximately \$194 million in funding for the IIG program. The City received a letter from SHE requesting to partner with the City to submit a grant application under this program on January 23, 2020 (Attachment 1).

This resolution authorizes the City to jointly apply for IIG funds with SHE in an amount not to exceed \$6 Million for off-site improvements in conjunction with the proposed 52-unit apartment complex (Sugar Pine Village, formerly Madera Village), and if awarded, execute the required documents in connection with the HCD IIG award. The resolution also approves an MOU with SHE concerning the joint application and implementation of the grant.

## **DISCUSSION:**

SHE is proposing to develop Sugar Pine Village, formerly known as Madera Village, a 52-unit project located on E. Lewis Street off of Madera Avenue (HWY. 145). According to the staff report to the Planning Commission from January 8, 2019, this development would be comprised of 4 three-story buildings with recreational amenities including a playground area, and a community center (Attachment 2).

The project site is immediately southwest of the State Route 99 right-of-way. Vacant commercial and residentially zoned lands are located in the southeast. A single-family residential neighborhood is located to the south and west, with a Carl's Jr. restaurant located to the west, a short distance beyond residential development. The site will use access from E. Lewis Street, a local street currently serving the Carl's Jr. restaurant and six single-family homes. (Attachment 3)

SHE is requesting to partner with the City to further the project by applying for the HCD IIG program. The purpose of the program is to provide grants for Capital Improvement Projects in support of Qualifying Infill Projects or Qualifying Infill Areas. Funding for this NOFA and program requirements are provided under Assembly Bill 101 (Stats. 2019, ch. 159, § 20) and Part 12.5 (commencing with section 53559) of Division 31 of the Health and Safety Code.

IIG is grant assistance available as gap funding for infrastructure improvements required for specific residential or mixed-use infill development. Application selection criteria includes housing density, project readiness, access to transit, proximity to amenities, and housing affordability. Funds will be allocated through an Over-the-Counter process for Small Jurisdictions.

On SHE's website, SHE espouses to

*“develop quality, affordable rental apartments to serve the housing needs of low-income Valley residents and underserved farmworker communities. Residents in these underserved communities face over-crowding and overpaying with most farmworkers struggling to obtain decent, affordable housing for their families. Affordable rental apartments are important to the sustainability of communities and developing an overall vibrant community. SHE operates 32 other rental communities. They are professionally managed and are located near schools, bus lines and other community services. The rental housing communities are developed with ample space inside and outside along with plenty of green space and play areas for children. They also feature multi-use community centers complete with computer labs and kitchen facilities.”*

City staff has developed the proposed resolution and MOU and request that Council authorize the Mayor to approve those documents (Attachments 4 and 5).

## **FINANCIAL IMPACT:**

There is no financial impact to City. SHE shall take 100 percent of the responsibility for implementation and administration of the grant and shall indemnify City in all contracts with

HCD, provide additional insured certificates and provide bonds for the work. IIG funds shall be used to fund construction of a 10-foot high sound wall along State Route 99, underground storm water retention infrastructure, site grading, underground utilities, and all off-site improvements.

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

The first of the four vision statements, “A Well-Planned City,” promotes and encourages development of housing. Approval of this project is specifically consistent with the aforementioned vision statement and Strategy 134, which envisions “well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities,” and Strategy 101.8, which “promote(s) and encourage(s) development and redevelopment of low- and moderate-cost housing.”

**ALTERNATIVES:**

- Not approve the Resolution
- Not enter into a partnership with SHE
- Direct staff to work with SHE to obtain grant funds other than IIG

**ATTACHMENTS:**

1. Partnership request letter from SHE
2. Planning Department’s January 8, 2019 staff report to the Planning Commission
3. Aerial Map: Proposed project area
4. Resolution
5. Memorandum of Understanding

# Attachment 1: Partnership Request Letter from SHE



*A Nonprofit Housing and Community Development Organization*

January 23, 2020

Arnoldo Rodriguez  
City Manager  
City of Madera  
205 W 4<sup>th</sup> Street  
Madera, CA 93637

## **Re: Request to Partner**

Dear Mr. Rodriguez,

Self-Help Enterprises (SHE) is working to develop Madera Village, a 52-unit project located on E. Lewis off Madera Ave. We have secured No Place Like Home funds in partnership with the County and recently secured an allocation of Multifamily Housing Program (MHP) funds. This project will include 20 one-bedroom units, 16 two-bedroom units, 16 three-bedroom units, a centrally located community building, and a playground. One unit will be designated for the on-site manager.

We have a small funding gap in the project; however, we have the opportunity to apply for the Infill Infrastructure Grant (IIG) Program through The Department of Housing and Community Development (HCD). The requirements of this program dictate that SHE can only be an eligible applicant for funding as a joint collaboration with a local jurisdiction. Therefore, Self Help Enterprises is requesting that the City of Madera agree to partner on this funding application.

The funds from the IIG would be utilized to fund construction of the 10' CMU wall along Hwy 99, underground storm water infrastructure, site grading, underground utilities, off-site improvements, and other infrastructure expenses related to the project.

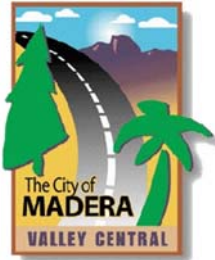
If the partnership were approved, SHE would take 100% of the responsibility for implementation, will indemnify the City in all contracts, provide additional insured certificates, and provide bonds for the work. There is no match requirement for the IIG and there would be no fiscal impact on the City.

Should you have any questions, please contact Betsy McGovern-Garcia at (559) 802-1653.

Thank you for your consideration,

A handwritten signature in blue ink that reads "Betsy McGovern-Garcia".

Betsy McGovern -Garcia  
Program Director – Real Estate Development  
Self Help Enterprises



CITY OF MADERA  
PLANNING COMMISSION

205 W. Fourth Street  
Madera CA 93637  
(559) 661-5430

**Staff Report: Self Help Apartment Complex**  
**PPL 2018-07**  
**Item #2 – January 8, 2019**

---

**PROPOSAL:** An application for a precise plan providing for the development of a 52-unit apartment complex.

---

<b>APPLICANT:</b>	Self Help Enterprises	<b>OWNER:</b>	Self Help Enterprises
<b>ADDRESS:</b>	Vacant properties	<b>APNs:</b>	011-143-006, 007 & 008
<b>APPLICATIONS:</b>	PPL 2018-07	<b>CEQA:</b>	Negative Declaration

---

**LOCATION:** The project properties abut to Lewis Street, approximately 300 feet east of the intersection of Lewis Street and Madera Avenue.

**STREET ACCESS:** Access will be provided from Lewis Street.

**PARCEL SIZE:** Approximately 2.97 acres.

**GENERAL PLAN DESIGNATION:** HD (High Density Residential)

**ZONING DISTRICT:** PD-1500 (Planned Development)

---

**SITE CHARACTERISTICS:** The project site is immediately southwest of the State Route 99 right-of-way. Vacant commercial and residentially-zoned lands are located to the southeast. A single-family residential neighborhood is located to the south and west, with a Carl's Jr. restaurant located to the west, a short distance beyond residential development. The site takes access from Lewis Street, a local street currently serving the Carl's Jr. restaurant and six single-family homes.

**ENVIRONMENTAL REVIEW:** An initial study and negative declaration have been prepared for consideration by the Planning Commission (Commission), consistent with California Environmental Quality Act (CEQA) guidelines.

---

**SUMMARY:** The applicant is proposing development of a 52-unit apartment complex comprised of four three-story apartment buildings with recreational amenities including a playground area, community center, ½ sports court, and three barbecue areas. The buildings' architecture and open space amenities comply with the goals and policies of the General Plan. The number of parking stalls comply with the parking regulations of the City for a multifamily housing project.

# Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

## **APPLICABLE CODES AND PROCEDURES**

MMC § 10-3-4.101 Planned Development Zones  
MMC § 10-3.1501 Amendments  
GC § 65358 General Plan Amendments

Precise plans are utilized within the PD (Planned Development) Zone District to establish specific development and improvement standards for a proposed project. Precise plans address site features, such as infrastructure and services, circulation and access, appearance, landscaping and open space.

The City's Zoning Ordinance allows for the approval of a precise plan by the Commission subject to the Commission being able to make findings that the establishment, maintenance or operation of the development will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood or to the general welfare of the City.

If the Commission cannot make the appropriate findings, the development should be denied. Conditions may be attached to the approval of the precise plan to ensure compatibility. Project design may be altered and on or off-site improvements required in order to make the project compatible with nearby uses. In addition, the application may be subject to further review, modification or revocation by the Commission, as necessary.

## **PRIOR ACTION**

None.

## **ANALYSIS**

The applicant, Self-Help Enterprises, proposes the development of a 52-unit multifamily apartment complex on property immediately abutting to the State Route 99 corridor, south of the Madera Avenue interchange. The complex would include an equitable distribution of one, two, and three-bedroom units, with recreational amenities including a playground area, community center, sports court, and three barbecue areas. The 52 residential units would be distributed within four three-story buildings. A community building is also proposed as a component of the overall complex.

According to their website, Self-Help Enterprises espouses to “develop quality, affordable rental apartments to serve the housing needs of low-income Valley residents and underserved farmworker communities. Residents in these underserved communities face over-crowding and overpaying with most farmworkers struggling to obtain decent, affordable housing for their families. Affordable rental apartments are important to the sustainability of communities and developing an overall vibrant community. [Self-Help Enterprises] operates 32 other rental communities. They are professionally managed and are located near schools, bus lines and other community services. The rental housing communities are developed with ample space inside and outside along with plenty of green space and play areas for children. They also feature multi-use community centers complete with computer labs and kitchen facilities.”

### Density Requirements

Policy LU-19 of the General Plan identifies a density range of units per acre for each residential density. The project consists of three parcels encompassing approximately 2.97 acres. All parcels are within the HD (High Density) General Plan land use designation, which requires a density range of between 15.1 and 50 units per acre. The PD-1500 (Planned Development) Zone District requires a maximum density of one unit for each 1,500 square feet of site area. Based on

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

the project site area, the required density range for the proposal is between 45 and 86 units. The proposal of 52 units provides consistency with Policy LU-19 of the General Plan.

### General Plan Conformance

Any project involving new construction requires findings of conformance with the General Plan. The following are the residential development standards of the General Plan:

- *Architecture*  
Policy CD-33 states, "The exterior of residential buildings shall be varied and articulated to provide visual interest to the streetscape." The proposed buildings have slight differences in the placement of pop-outs, exterior materials and windows, but cohesively complement each other throughout. Each building has fiber cement siding that varies between horizontal and vertical panels across the buildings, varied window treatments, a composition asphalt shingle roof and varied complementary colors. The architectural quality of the buildings are of high architectural value and staff recommends approval of the elevations, as proposed.
- *Open Space*  
Policy LU-21 states, "Multi-family projects shall include functional, accessible outdoor areas and improvements which provide space for both private and public gatherings. These may include tot lots for pre-school children; passive recreation areas for lounging, sun bathing, barbecuing, quiet conversation and reading; and private patios or balconies. To the extent possible, these areas shall be shaded by trees and/or shade structures." The proposed site plan includes a playground area, sports court, three barbecue areas, a community center and private patios/balconies. The minimum amount of required open space for the project is 39,000 square feet (0.96 acres). The project provides approximately 47,500 square feet of open space.

### Housing Element

The project site is included in the General Plan's 2016-2024 Housing Element Update. The project site is listed within the Vacant Sites Inventory, a table of vacant properties that summarizes the location, size, and the estimated number of housing units which could be accommodated on each site. The table also includes the applicable General Plan land use designation and zoning district, illustrating each site's appropriate density and corresponding income category. For the project site, the Vacant Sites Inventory identified a maximum capacity of 89 units, a realistic unit capacity of 77, and a lower-income inventoried income category. Cumulatively, the proposed project ideally conforms with the desired density and desired income classifications identified within the Housing Element Update. Because the number of proposed units is a little lower than the Housing Element projection, staff did consult with the State Department of Housing and Community Development (HCD). Because of the 29-foot offer of dedication required by CalTrans, and the subsequent reduction in buildable area, HCD advised that the project's proposed 52 units would still be considered consistent with the Housing Element's quantified objectives for the development of a range of housing opportunities within the community.

### Traffic Study & Impacts

A traffic study was required to be completed to analyze the potential impacts of the intersection of Lewis Street and Madera Avenue in response to the increase in traffic. The City's Police Department also expressed concerns with the potential increase in traffic because within the last two years approximately 32 vehicular accidents have occurred at this intersection. Ultimately, Caltrans has the final determination on any requirements for traffic mitigation in State Route 145 (Madera Avenue). Based on its review of the traffic study, Caltrans' only recommendation is to install "Do Not Block" intersection markings and signs.

# Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

## Noise

As noted in this report, the project site is immediately adjacent to the State Route 99 corridor. The General Plan's Noise Element identifies acceptable noise levels for residential development. For outside noise levels, 60 dB is considered compatible. For indoor noise levels, 45 dBA is considered acceptable. The Noise Element also provides noise data for numerous street sections within the community. For State Route 99, in proximity to the project site, a Community Noise Equivalent Level of 79.17 dB is noted. In order for the project to reduce noise levels (both interior and exterior levels) to within the General Plan's acceptable noise levels, the applicant has incorporated a ten-foot concrete masonry unit wall into the site design as a preliminary noise reduction measure. The proposed ten-foot wall is consistent with Caltrans noise analysis performed as part of the environmental review completed in 2015 in support of the proposed widening of State Route 99. It is recommended that an acoustical analysis be required prior to the submittal of any building permit plan check for the project so as to confirm that noise levels will be reduced to acceptable levels.

## Parking

In PD (Planned Development) zones, parking requirements are addressed as a component of required precise plans on a case-by-case basis. In this case, the applicant has provided a letter requesting the affordable housing density bonus available per ordinance, which offers incentives or concessions for the development of housing that is affordable for lower income households. The parking bonuses are allowable per ordinance when deed-restricted low and very low income residential units are provided as a part of a project. The requested bonus is non-discretionary under state and local code. In the case of the proposed multifamily project, the concession from traditional parking standards that will apply to the project is a reduction in the required parking for one-bedroom units. Where typically, one-bedroom units require 1½ parking stalls per unit, only one stall is required. The incentivized parking requirements for this project proposal are as follows:

<u>Unit Type</u>	<u># of Unit Type</u>	<u># of Stalls Req.</u>
1-bedroom	20	20
2-bedroom	16	32
3-bedroom	16	32
Guest parking	-	13
<b>Total Allowed:</b>		<b>97</b>
<b>Total Provided:</b>		<b>98</b>

As proposed, there is an adequate number of parking stalls to serve the number of residential units for the project.

## Other Department and Agency Comments

The project was reviewed by various City Departments and outside agencies. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report.

## Citizen Concerns

Staff has received telephone calls from nearby residents expressing general opposition to the project. The primary concern stated by residents has been the increase in traffic as a result of the development of the project. A petition in opposition to the development was received on December 31<sup>st</sup> and is included as Attachment No. 5.

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

The first of the four vision statements, "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

aforementioned vision statement and Strategy 134, which envisions “well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities,” and Strategy 101.8, which “promote[s] and encourage[s] development and redevelopment of low- and moderate-cost housing.”

### **RECOMMENDATION**

The information presented in this report supports adoption of the negative declaration and a recommendation of approval for Precise Plan 2018-07, subject to the recommended conditions of approval. It is recommended that the Commission consider this information, together with testimony provided at the public hearing, and approve Precise Plan 2018-07.

### **PLANNING COMMISSION ACTION**

The Commission will be acting on Precise Plan 2018-07.

Motion 1a: Move to adopt a negative declaration prepared for the project, consistent with the requirements of the California Environmental Quality Act (CEQA), based on and subject to the findings as listed;

#### Findings

- An initial study and negative declaration have been prepared pursuant to the California Environmental Quality Act (CEQA) that determines there is no substantial evidence the project will have a significant effect on the environment, and that the document reflects the independent judgement of the Planning Commission of the City of Madera after considering all of the information in the entire record before it, and is hereby adopted in accordance with CEQA.

Motion 1b: Move to approve Precise Plan 2018-07, based on and subject to the findings and conditions of approval:

#### Findings

- An initial study and negative declaration have been prepared pursuant to the California Environmental Quality Act (CEQA) that determines there is no substantial evidence the project will have a significant effect on the environment, and that the document reflects the independent judgement of the Planning Commission of the City of Madera after considering all of the information in the entire record before it, and is hereby adopted in accordance with CEQA.
- Precise Plan 2018-07 is consistent with the purpose and intent of the PD (Planned Development) Zone District and does not conflict with City standards or other provisions of the Code.
- Precise Plan 2018-07 complies with the requirements for precise plans per Section 10-3-4.104.
- Precise Plan 2018-07 is consistent with the goals and policies of the General Plan.
- Precise Plan 2018-07 is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**CONDITIONS OF APPROVAL**

**General Conditions**

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for Precise Plan 2018-07.
2. All conditions of approval shall be the sole financial responsibility of the applicant/owner, except where specifically noted in the conditions or mandated by statutes.
3. It shall be the responsibility of the property owner to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.
4. The project shall be developed in accordance with the site plan, floor plans and elevation drawings, as reviewed and approved with Precise Plan 2018-07. Minor modifications to Precise Plan 2018-07 necessary to meet regulatory or engineering constraints may be made with approval of the Planning Manager, at a minimum. All site improvements shall be completed in advance of any request for building permit final inspection.
5. Prior to issuance of building permits or any future division of the property, the applicant at their sole expense shall cause the property to be annexed into the City-wide Community Facilities District No. 2005-01 and shall pay all applicable fees.

**Building and Fire Department**

6. All buildings shall be equipped with fire sprinklers. A separate permit shall be required for each structure/system.
7. On-site fire hydrants shall be required and a separate building permit for the installation of the on-site fire hydrants shall be required.
8. 2A10BC-rated fire extinguishers shall be required within 75 feet of all portions of all buildings on each floor level.
9. A supervisory fire alarm system shall be required for the fire sprinklers. An evacuation alarm may be required for the community center. This shall be determined at time of plan review. Separate permits shall be required for each fire alarm system.
10. A key box shall be required for access to the community center building. If gates are provided, a key box or override switch shall be required for access.
11. Fire lanes shall be required and shall be posted in accordance with the California Fire Code (CFC) and California Vehicle Code (CVC).
12. Ladder truck access may be required to reach the building roofs. Such access, if required, shall be provided with the necessary fire lanes.

**Engineering Department**

**General**

13. Nuisance onsite lighting shall be redirected as requested by the City Engineer within 48 hours of notification.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

14. Impact fees shall be paid at time of building permit issuance.
15. The developer shall reimburse the City for improvements previously installed, as calculated by the City Engineer, whose determination shall be final. Reimbursements for previously installed improvements shall be paid prior to issuance of a building permit.
16. The developer shall pay all required fees for completion of the project. Fees due may include, but shall not be limited to, the following: plan review, encroachment permit processing and improvement inspection fees.
17. Improvement plans signed and sealed by an engineer shall be submitted to the Engineering Department in accordance with the submittal process.
18. In the event archeological resources are unearthed or discovered during any construction activities on site, construction activities shall cease and the Community Development Director or City Engineer shall be notified so that procedures required by State law can be implemented.
19. Improvements within the City's right-of-way require an encroachment permit from the Engineering Department.
20. Improvements within the State of California right-of-way require an encroachment permit from Caltrans.

Sewer

21. Sewer service connections shall be constructed to current City standards.
22. Sewer main connection(s) six (6") inches and larger in diameter shall require manhole installation.
23. The developer shall reimburse its fair share cost to the City for the previously constructed sewer main along the entire project frontage.
24. Existing septic tanks, if found, shall be removed pursuant to issuance of a permit and inspection by the City of Madera Building Department.

Storm Drain

25. Storm runoff from this project site is planned to go to the Abshire Basin located south of the project site. Through the preparation of a hydrology study or appropriate runoff volume calculations, the developer shall illustrate how runoff from the site will be accommodated. The developer shall excavate the basin to an amount equivalent to this project's impact on the basin.
26. The City is subject to the requirements of its Phase II Municipal Separate Sewer System Permit (MS4). This project will be subject to the requirements of that permit. To that end, the site is subject to reducing off-site flow associated with development. As a result of project compliance with the MS4 permit, the project can either reduce the size of required improvements identified in the City's storm drainage master plan, as provided below, that the project would be required to construct, or remove them entirely. Additionally, the project shall account for other, historical off-site runoff that appears to impact the site. Master Plan storm drain improvements associated with the project site are:
  - a. Construction of 18-inch storm drain pipe along the property line east of Madera Avenue from Dunham Avenue to Clemmensen Avenue.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

- b. Construction of 36-inch storm drain pipe along the property line east of Madera Avenue from Clemmensen Avenue to Almond Avenue.
- c. The construction of these storm drain lines is considered 100% reimbursable, subject to the availability of funds, under the City's Development Impact Fee (DIF) Program. The developer shall secure all required easements, acquisitions of rights-of-way, fees and all other components required for the installation of a fully functional storm drain line.

### Streets

27. The developer shall pave all alleys abutting the project site to current City standards.
28. In conjunction with the alley abutting the western boundary of the project, if pedestrian or vehicular access is provided north of the Lewis Street alignment, sidewalk and street lighting improvements shall be constructed within a dedicated easement per current City standards.
29. The developer shall dedicate a corner cut-off to accommodate a 20-foot radius for turning movements at the northeast corner of the east-west alley and the north-south Lewis Street.
30. The developer shall install street lights, including conduit, wiring or other improvements at the intersection of the Lewis Street and the alley abutting the western boundary of the project in accordance with current City standards. Street lights shall be LED using Beta Lighting standards or equal in accordance with City of Madera standards.
31. All public utilities fronting the project site shall be undergrounded, except transformers, which may be mounted on pads.
32. All alleyways being utilized for ingress to or egress from the project site shall be paved per current City standards.
33. The developer shall record reciprocal ingress/egress and utility parking easements acceptable to the City of Madera across the entire project site and applicable to all parcels. The easements shall provide the mutual right of access for all future uses on the project site. The developer shall pay associated fees with the Engineering Department.
34. As an alternative to the recordation of a reciprocal easement agreement, a parcel merger can be allowed to merge the project parcels into one parcel. An application for a parcel merger shall be submitted to the Engineering Department with the fee in effect at that time.
35. The developer shall annex into and execute such required documents that may be required to participate in Landscape Maintenance District Zone 51 for the purposes of participating in the cost of maintaining landscape improvements within said zone.

### Water

36. Water service connection(s) shall be constructed to current City standards including Automatic Meter Reading (AMR) water meter installed within the City's right-of-way and backflow prevention device installed within private property.
37. A separate water meter and backflow prevention device shall be required for landscape area.
38. Existing wells, if any, shall be abandoned as directed and permitted by the City of Madera for compliance with State standards.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

39. City records indicate that water lines in the vicinity of the site are only six (6") inches in diameter. The developer shall confirm that such lines can support this project for both domestic and fire flow demands.
40. Prior to beginning any construction, approved on- or off-site fire hydrants shall be installed in accordance with spacing requirements for this type of development.
41. The developer shall reimburse its fair share cost to the City for the previously constructed water main along the entire project frontage unless the water line is replaced for the purposes of meeting domestic or fire flow requirements.

### **Planning Department**

#### Precise Plan

42. Precise Plan Area:
  - Three (3) parcels, approximately 2.97 acres
  - APNs: 011-143-006, 011-143-007, 011-143-008Building Area:  
52 residential units, as follows:
  - 20 1-bedroom units: 650 sq. ft. each
  - 16 2-bedroom units: 845 sq. ft. each
  - 16 3-bedroom units: 1,116 sq. ft. eachProject Amenities, as follows:
  - 3 barbecue areas
  - 1 playground area
  - 1 community center
  - 1 half sports court
43. The proposed elevations, as approved and attached herein, shall include the following features as standard elements of construction:
  - Minimum three-color exterior painting
  - Architectural treatments including varied wood, metal and stucco siding, pop-outs, windows and balconies consistent with the approved elevations for the buildings.
44. Significant modification of the approved elevation, as determined by the Planning Manager, shall require amendment of Precise Plan 2018-07.
45. Vandalism and graffiti shall be corrected pursuant to the Madera Municipal Code.
46. The property owner, operator and/or manager shall keep the property clear of all trash, rubbish and debris at all times, and the dumping of refuse shall be restricted to the dumpsters owned by the property owner.

#### Building Colors, Materials and Lighting Considerations

47. The construction of buildings approved as part of the Precise Plan shall be consistent with the approved color and materials presentation board as reviewed and approved by the Planning Commission.
48. All exterior lighting shall be down-shielded and directed in such a way as to not interfere with the driving safety of vehicular traffic. Exposed bulbs shall not be permitted.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

49. The specifications and types of exterior lighting fixtures to be installed in the project area shall be submitted to and approved by the Planning Department prior to issuance of building permits.

### Fences and Walls

50. Trash enclosures shall be constructed consistent with City standards. All locations of trash enclosures shall be consistent with the approved site plan. The color of the trash enclosures shall be painted to match or complement the apartment buildings.
51. An acoustical analysis shall be completed prior to any submittal for building permit plan check for the project so as to confirm that noise levels will be reduced to acceptable levels. At a minimum, a ten (10') foot tall decorative split-faced solid masonry block wall shall be constructed along the project boundary line abutting Highway 99 in order to assist in reducing noise to within General Plan Noise Element standards.
52. With the exception of the project frontage with State Route 99, at a minimum, a six-foot tall wooden fence shall be constructed along all other project frontages. Final fence design shall be approved by the Planning Manager prior to any submittal for building permit plan check for the project.

### HVAC and PG&E Utility Placement Considerations/Screening Requirements

53. Prior to the issuance of building permits, the applicant shall identify the following information for Planning Department review and approval:
  - The location of all-natural gas and electrical utility meter locations.
  - The location of all HVAC (heating, ventilation or air conditioning) equipment.
  - The location of all compressor equipment, and mechanical and electrical equipment.
54. All electrical and HVAC equipment shall be screened to the specifications of the Planning Department.
55. Electrical/mechanical equipment shall be located in the interior of all structures within an electrical/mechanical service room(s).
56. When HVAC equipment is roof-mounted, all equipment placement shall be completely screened from view and architecturally integrated into the roof using roof wells or continuous building perimeter fascia screening. If ground-mounted, all HVAC equipment shall be completely screened by a six (6') foot enclosure constructed so as to match the primary color and material of the structure.
57. Natural gas meter placement shall be screened from public view per Planning Department approval.
58. Roof access ladders (if any) shall be located within the interior of each building.
59. Future placement of roof-mounted equipment, which is not part of this precise plan approval, may require amendment to this Precise Plan.
60. All ducts and vents penetrating roofs shall be directed away from the front of the public entrance side(s) of the building using methods to minimize their appearance and visibility from the street. Placements are preferred at rear sides of roof ridges. All roof-mounted ducts and vents shall be painted matte black or a color better suited to minimize their appearance.

**Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission**

61. Transformers and similar pad-mounted utilities shall be screened per the approval of the Planning Manager.

Landscaping and Open Space

62. A detailed landscaping and irrigation plan shall be prepared and submitted as part of the submittals for a building permit plan check. Landscape and irrigation plans shall be approved by the Planning Department prior to issuance of building permits. The plans shall:
- Demonstration of compliance with the State of California's Model Water Efficient Landscape Ordinance (MWELO)
  - Landscaped areas shall be provided with permanent automatic irrigation systems.
  - A detailed planting list for landscaping, with the number, size, spacing (where applicable) and specie of all plantings shall be included as part of the approved landscaping plan prepared by a licensed landscape architect.
63. The final selection and placement of playground equipment and supporting apparatus, such as trash receptacles and light fixtures, shall be reviewed and approved by the Planning Department as a component of building permit plan check submittals. The tot lot area shall be clearly delineated with curbing and landscaping from walkways and lawn areas. The surface under the tot lot area shall be a material approved for use by the Parks Department. Minor alterations and/or amendments may be approved by the Planning Manager. Proposed changes deemed substantial by the Planning Manager shall require an amendment to the Precise Plan approved by the Planning Commission.
64. The tot lot equipment and all other site amenities shall be maintained in good working condition and appearance.
65. The property owner(s) shall maintain all landscaping in a healthy and well-manicured appearance to achieve and maintain the landscaping design that was approved by the City. This includes, but is not limited to, ensuring properly operating irrigation equipment at all times, trimming and pruning of trees and shrubs, mowing lawns consistent with residential standards, and replacing dead or unhealthy vegetation.

Parking

66. No wheel stops shall be incorporated into the parking field/parking stall layout unless required by the Americans with Disabilities Act (ADA) standards.
67. All parking stalls shall be marked and striped to City standards: Perpendicular (90 degree) parking spaces measure a minimum of 9 feet wide by 19 feet deep (17' deep with a 2' bumper overhang). No compact stalls shall be incorporated into the parking field. Minimum drive aisle space shall be a minimum of 26 feet for primary drive aisles.

San Joaquin Valley Air Pollution Control District

68. The developer shall comply with all rules and regulations of the San Joaquin Valley Air Pollution Control District's letter dated December 5, 2018.

State of California Department of Transportation (Caltrans)

69. The developer shall comply with all rules and regulations of Caltrans' letter dated December 20, 2018.

**(OR)**

**Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission**

Motion 2: Move to continue the public hearing on Precise Plan 2018-07 to the February 12, 2019 Planning Commission hearing, for the following reasons: (specify)

**(OR)**

Motion 3: Move to deny Precise Plan 2018-07, based on the following findings: (specify)

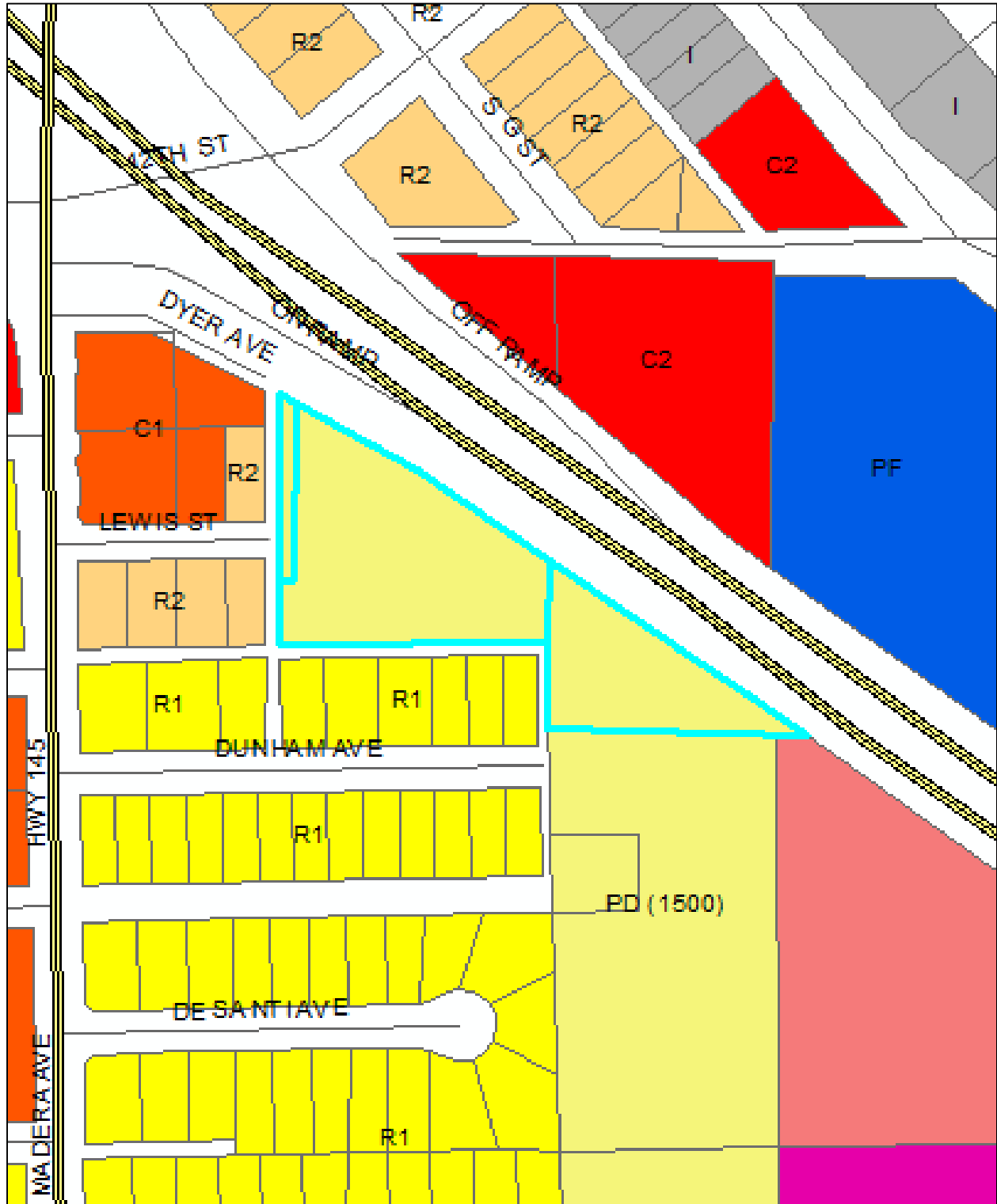
**ATTACHMENTS**

1. Aerial Map
2. Zoning Map
3. General Plan Map
4. Caltrans Letter
5. Citizen Opposition Petition
6. Negative Declaration
7. Precise Plan Site Plan, Floor Plans and Elevations

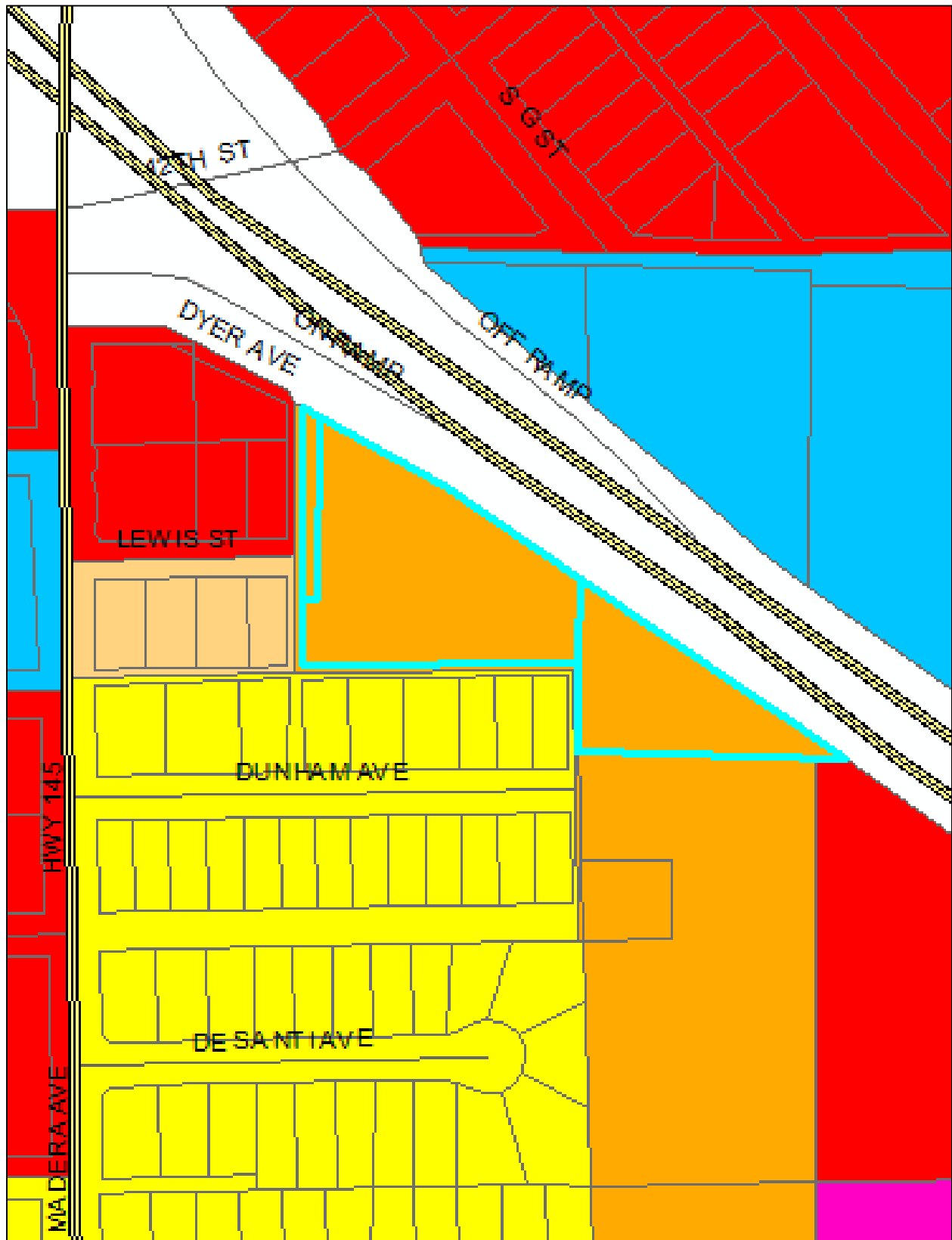
Attachment 1: Aerial Map



Attachment 2: Zoning Map



Attachment 3: General Plan Map



Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

Attachment 4: CalTrans Letter

STATE OF CALIFORNIA—CALIFORNIA STATE TRANSPORTATION AGENCY

EDMUND G. BROWN Jr., Governor

DEPARTMENT OF TRANSPORTATION

DISTRICT 6  
1352 WEST OLIVE AVENUE  
P.O. BOX 12616  
FRESNO, CA 93778-2616  
PHONE (559) 445-5868  
FAX (559) 445-5875  
TTY 711  
www.dot.ca.gov



*Making Conservation a  
California way of life.*

December 20, 2018

06-MAD-145-8.975  
Self-Help Apartment Complex  
PPL 2018-07

Mr. Robert Holt  
Planner  
City of Madera  
205 W. Fourth Street  
Madera, CA 93637

Dear Mr. Holt:

Thank you for including Caltrans in the environmental review process for the project referenced above. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network. The following comments are based on the Self-Help apartment project located on the west side of State Route (SR) 99 and approximately 290 feet east of the intersection of SR 145 (Madera Avenue) and Lewis Street in the City of Madera:

We provided comments on PPR 2018-18 and the associated traffic impact study on October 29, 2018 and December 14, 2018, respectively. In addition, concerns were raised on traffic incidents occurring at the intersection of SR 145 at Lewis Street. Caltrans Traffic Investigations prepared a traffic investigation report analysis and the recommendation is to install a "Do Not Block" intersection markings and signs per Section 3B.17 of the California Manual of Uniformed Traffic Control Devices on SR 145 at Lewis Street. An excerpt of the report is enclosed. Based on the traffic impact study report and the traffic investigation report, Caltrans will not ask for any additional mitigation measures for the Self-Help apartment project.

If you have any further questions, please contact me at (559) 444-2493.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Padilla".

DAVID PADILLA  
Associate Transportation Planner  
Planning North Branch

Enclosure

c: Michael Navarro, Chief, Planning North Branch, Caltrans

*"Provide a safe, sustainable, integrated and efficient transportation system  
to enhance California's economy and livability"*

## Attachment 5: Citizen Opposition Petition

We oppose the development of a 56-unit apartment complex, east of the intersection of MacLera Avenue and Lewis Street.

1. Flora Landucci 302 E Dunham
2. Diane Landucci 302 E. Dunham
3. Alex Liu 220 E. DUNHAM AVE
4. He " "
5. Thronia Salazar 216 E. Dunham
6. Alex Lewis " "
7. John Nguyen 270 E. Dunham
8. Jose I. Yolanda Felix 225 E. Dunham.
9. Jessie B. French 217 E. Dunham
10. ~~\_\_\_\_\_~~ 205 E Dunham
11. David Donald 117 E DUNHAM
12. Estefani Cruz 100 E Dunham
13. Leticia Jay 120 E Dunham
14. Edna Lora 221 E Dunham

**INITIAL STUDY AND ENVIRONMENTAL ASSESSMENT**

**Self Help Apartment Complex  
Precise Plan (PPL) 2018-07**

**Project:** PPL 2018-07

**Applicant:** Self Help Enterprises, Inc.  
4660 American Avenue, Suite 200  
Bakersfield, CA 93309

**Owner:** Self Help Enterprises, Inc.  
4660 American Avenue, Suite 200  
Bakersfield, CA 93309

**Location:** The project site is three parcels encompassing approximately 2.97-acres of land located approximately 300 feet east of the intersection of Madera Avenue and Lewis Street. The properties front onto Lewis Street.

**Proposal:**

**PPL 2018-07:** A precise plan to guide development of an approximately 52-unit apartment complex comprised of four apartment buildings with 20 1-bedroom units, 16 2-bedroom units and 16 3-bedroom units. On-site amenities for the apartment complex include three (3) barbeque areas, a playground area, a community center and a ½ sports court.

**Zoning:** PD-1500 (Planned Development)

**General Plan Land Use Designation:** HD (High Density)

**Surrounding Land Uses and Zoning:**

South – Vacant/ponding basin  
North – Medium/high density residential  
West – Single-family residential  
East – Medium/high density residential

**Responsible or Interested Agencies:**

San Joaquin Valley Air Pollution Control District  
Madera Irrigation District  
Madera Unified School District

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:**

The environmental factors checked below would be potentially affected by this project. None of these factors represents a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Aesthetics                  | <input type="checkbox"/> Agriculture Resources               | <input checked="" type="checkbox"/> Air Quality                |
| <input type="checkbox"/> Biological Resources                   | <input type="checkbox"/> Cultural Resources                  | <input type="checkbox"/> Geology /Soils                        |
| <input type="checkbox"/> Hazards & Hazardous Mat.               | <input type="checkbox"/> Hydrology / Water Quality           | <input type="checkbox"/> Land Use / Planning                   |
| <input type="checkbox"/> Mineral Resources                      | <input checked="" type="checkbox"/> Noise                    | <input type="checkbox"/> Population / Housing                  |
| <input checked="" type="checkbox"/> Public Services             | <input type="checkbox"/> Recreation                          | <input checked="" type="checkbox"/> Transportation/Traffic     |
| <input checked="" type="checkbox"/> Utilities / Service Systems | <input checked="" type="checkbox"/> Greenhouse Gas Emissions | <input type="checkbox"/> Mandatory Findings<br>of Significance |

**DETERMINATION:**

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature \_\_\_\_\_

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

Printed Name: Robert Holt, Assistant Planner

### ***Explanation of Environmental Checklist***

**I. AESTHETICS.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially degrade the existing visual character or quality of the site and its surroundings?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion:** The proposal will not affect a scenic vista or have an overall adverse visual impact on the immediate area. The project will not affect a scenic highway and will not have an overall adverse visual impact on any scenic resources. The project would result in some sources of light, including the addition of new street lights, and the anticipated residential development will add additional sources of light.

The proposed project will conform with and incorporate General Plan policies and requirements. No additional analysis is required.

- a) **No Impacts.** The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks, or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista.
- b) **No Impacts.** The project will not damage scenic resources, including, but not limited to, rock outcroppings, and historic buildings within a state scenic highway.
- c) **No Impacts.** The project would not degrade the existing visual character or quality of the site and surroundings under examination. The proposed project would not alter the landforms, view sheds, and overall character of the area.
- d) **Less Than Significant Impacts.** There will be an increase in light and glare and other aesthetic impacts associated with urban development as a result of the project, although it will be a less than significant impact when City standards are implemented. The overall impact of additional light and glare will be minimal.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**II. AGRICULTURE RESOURCES.** In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepare pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The project area is located on land identified as Urban and Built-Up Land within the 2016 California Farmland Mapping and Monitoring Program.

a.) **No Impacts.** The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the farmland mapping and monitoring program of the California resources agency) to non-agricultural use. The project site is identified as Urban and Built-Up Land on the 2016 California Farmland Mapping and Monitoring Program map. The project site has been identified for residential uses within the City of Madera General Plan, and the land is not currently being utilized for agricultural purposes.

b.) **No Impacts.** The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property. The site is identified as urban and built-up land.

c.) **No Impacts.** Surrounding properties are urbanized and currently in residential use. The proposed development for the project site won't contribute towards the desire of nearby property owners to convert to non-agricultural uses.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

III. **AIR QUALITY.** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The project area is located within the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by San Joaquin Valley Unified Air Pollution Control District (SJVUAPCD). The region is classified as a State and Federal non-attainment area for PM10 (airborne particulate matter with an aerodynamic diameter of less than 10 microns), and ozone (O3).

Air quality is determined primarily by the type and amount of contaminants emitted into the atmosphere, the size and topography of the Basin, and its meteorological conditions. National and state air quality standards specify the upper limits of concentrations and duration in the ambient air for O3, CO, nitrogen dioxide (NO2), PM10, sulfur dioxide (SO2) and lead (Pb). These are “criteria pollutants.” The SJVUAPCD also conducts monitoring for two other state standards: sulfate and visibility.

The State of California has designated the project area as being a severe non-attainment area for 1-hour O3, a non-attainment area for PM10, and an attainment area for CO. The EPA has designated the project area as being an extreme non-attainment area for 1-hour O3, a serious non-attainment area for 8-hour O3, a serious non-attainment area for PM10, and a moderate maintenance for CO.

The current project would not conflict with or obstruct the implementation of applicable Regional Air Quality Control Plans.

Similarly, future projects will be evaluated to determine required compliance with District Rule 9510, which is intended to mitigate a project’s impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit an Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. Demonstration of compliance with District Rule 9510, including payment of all applicable fees before issuance of the first building permit, would be made a condition of project approval.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

Short-term construction impacts on air quality, principally from dust generation, will be mitigated through watering. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to Air Pollution Control District review. Construction equipment will produce a small amount of air emissions from internal combustion engines and dust. The project will not violate any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors.

The proposed development of the subject properties will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. All phases of site development will conform with and incorporate General Plan policies and requirements. All phases of development will similarly conform with and implement regional air quality requirements. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project area will be evaluated and addressed on a project-by-project basis.

- a) **Less Than Significant Impacts.** The proposed project would not conflict with or obstruct implementation of the applicable air quality plan.
- b) **Less Than Significant Impacts.** The proposed project would not violate any air quality standard or contribute substantially to an existing or projected air quality violation.
- c) **Less Than Significant Impacts.** The project will not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard, including releasing emissions which exceed quantitative thresholds for ozone precursors.
- d) **No Impacts.** The proposed project would not expose sensitive receptors to substantial pollutant concentrations.
- e) **No Impacts.** The proposed project would not create any new/permanent objectionable odors affecting a substantial number of people.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**IV. BIOLOGICAL RESOURCES.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** With the preparation of the City of Madera General Plan, no threatened or endangered species were identified in the project area. There is no record of special-status species in this project area. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan and its EIR; therefore impacts in this category are not anticipated to exceed the impacts addressed in those documents.

The approximately 3.54-acre project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. Development of the site will not conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.

a) **No Impacts.** The proposed project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service.

b) **No Impacts.** The proposed project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or US Fish and Wildlife Service.

c) **No Impacts.** The project would not have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act, including, but not limited to, marsh, vernal pool, coastal, etc., through direct removal, filling, hydrological interruption, or other means.

d) **No Impacts.** The project would not interfere with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites.

e) **No Impacts.** The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance.

f) **No Impacts.** The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**V. CULTURAL RESOURCES.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The project does not have the potential to cause a physical change that would affect unique historic, ethnic, or cultural values. The project will not disturb archaeological resources. The project will not disturb any unique paleontological or geologic resources. The project will not disturb any human remains. In the event any archeological resources are discovered with project construction, all activities shall cease and the Community Development Department shall be notified so that the procedures required by State Law may be applied.

a) **No Impacts.** The proposed project would not cause a substantial adverse change in the significance of a historical resource as defined in §15064.5 of the CEQA Guidelines. There are no known historical resources located in the affected territory.

b) **No Impacts.** The proposed project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 of the CEQA Guidelines. There are no known archaeological resources located in the project area.

c) **No Impacts.** The proposed project would not directly or indirectly destroy any unique paleontological resources or sites or unique geologic features. There are no known paleontological resources, sites or unique geologic features located in the affected territory.

d) **No Impacts.** The project would not likely disturb any human remains, including those interred outside of formal cemeteries. If development occurs in the future and any remains are discovered, the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section 21083.2 and 21084.1), and all local, state and federal regulations that regulate archaeological and historical resources would be complied with.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**VI. GEOLOGY AND SOILS.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative waste disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** There are no known faults on the project site or in the immediate area. The project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site. Seismic hazards on the built environment are addressed in *The Uniform Building Code* that is utilized by the Madera Building Division to monitor safe construction in the City.

ai.) **No Impacts.** No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The major active faults and fault zones occur at some distance to the east, west, and south of the project site. Due to the geology of the project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the project vicinity is considered minimal.

aii) **No Impacts.** Ground shaking generally decreases with distance and increases with the depth of unconsolidated alluvial deposits. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. Based on this premise and taking into account

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

the distance to the causative faults, the potential for ground motion in the vicinity of the project site is such that a minimal risk can be assigned.

aiii) **No Impacts.** Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass, combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction. There is no evidence of the presence of these requisite conditions.

aiv) **No Impacts.** The project will not result in or expose people to potential impacts from landslides or mudflows.

b) **No Impacts.** Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. Standard construction practices that comply with City of Madera ordinances and regulations, the California Building Code, and professional engineering designs approved by the Madera Engineering Division will mitigate any potential impacts from urban development.

c) **No Impacts.** The project site would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

d) **No Impacts.** The project will not result in or expose people to potential impacts from expansive soils.

e) **No Impacts.** Should urban uses be approved in the project area, the City of Madera would provide necessary sewer and water systems.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**VII. GREENHOUSE GAS EMISSIONS.** Would the project:

	Potentially Significant Impact	Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion:** San Joaquin Valley Unified Air Pollution Control District staff has concluded that existing science is inadequate to support quantification of impacts that project specific GHG emissions have on global climatic change. This is readily understood when one considers that global climatic change is the result of the sum total of GHG emissions, both man made and natural that occurred in the past; that is occurring now; and will occur in the future. The Air District has advanced a methodology of reducing the (assumed) significance of impacts around performance measures applied to projects, or alternatively, by comparing project-level impacts to an identified GHG emissions threshold.

The Air District's recommended methodology is difficult, if not impossible, to apply to the project currently proposed, which does specify the nature or intensity of uses which may be developed in the future. In the absence of further regulatory or scientific information related to GHG emissions and CEQA significance, it is currently too speculative to make a significance determination regarding this project's direct and indirect impact with respect to climate change. The City General Plan includes policies in support of GHG emissions reduction and climate change. The City supports local, regional, and statewide efforts to reduce the emission of greenhouse gases linked to climate change.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**VIII. HAZARDS AND HAZARDOUS MATERIALS.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The subdivision of the property will not create hazards or expose people or property to hazardous conditions. The anticipated development will be consistent with the General Plan and will be delineated with the accompanying Precise Plan.

**a) No Impacts.** The proposed project would not create any hazards to the public or the environment through the routine transport, use, or disposal of hazardous materials.

**b) No Impacts.** The proposed project would not create any hazards to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

- c) **No Impacts.** The project site is not located within one-quarter mile of an existing school, and the development of the property would not emit hazardous emissions or require the handling of hazardous or acutely hazardous materials, substances, or waste.
- d) **No Impacts.** The land within the project site is not included on a list of hazardous materials sites. The Department of Toxic Substances Control's Hazardous Waste and Substances Site List (Cortese List) does not list any hazard waste and substances sites within the City of Madera ([www.dtsc.ca.gov/database/Calsites/Cortese\\_List.cfm](http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm)).
- e) **No Impacts.** The project site is not located within an airport land use plan or, within two miles of a public airport or public use airport. The proposed project would not bring about a safety hazard related to an airport or aviation activities for people residing or working in the project area.
- f) **No Impacts.** The project site is not located within the vicinity of a private airstrip, and would not result in a safety hazard for people residing or working in the project vicinity related to an airstrip or aviation activities.
- g) **No Impacts.** The proposed project would not impair implementation of, or physically interfere with, an adopted emergency response plan or emergency evacuation plan.
- h) **No Impacts.** The proposed project would not expose people or structures to a significant risk of loss, injury or death involving wildland fires.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**IX. HYDROLOGY AND WATER QUALITY.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year flood hazard area structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The proposed project would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project will not change any drainage patterns or stream courses, or the source or direction of any water movement. During construction, the project site may be exposed to increased soil erosion from wind and water. Dust control will be used during construction. With completion, the project will not bring about erosion, significant changes in topography or unstable soil conditions.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

The project will not expose people or property to water related hazards. Standard construction practices and compliance with City ordinances and regulations, *The Uniform Building Code*, and adherence to professional engineering design approved by the Madera Engineering Department will mitigate any potential impacts from this project. This development will be required to comply with all City ordinances and standard practices which will assure that storm water will be adequately drained into the approved storm water system. The project will not create any impacts on water quality.

Based on a review of the City's FEMA maps, the site is within Zone X and the project will not place housing or other land uses in a 100-year flood hazard area. These are areas outside of the 500-year flood area. The project will not expose people or structures to a significant risk because of dam or levee failure. The project will not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami.

- a) **No Impacts.** Development of the project site will be required to comply with all City of Madera ordinances and standard practices which assure proper grading and storm water drainage into the approved storm water systems. Any development will also be required to comply with all local, state, and federal regulations to prevent any violation of water quality standards or waste discharge requirements.
- b) **No Impacts.** The proposed project will not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there will be a net deficit in aquifer volume or a lowering of the local groundwater table level.
- c) **No Impacts.** The proposed project will not alter the existing drainage pattern of the site or area through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on or off-site.
- d) **No Impacts.** The proposed project will not alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on or off-site.
- e) **No Impacts.** The proposed project will not create or contribute runoff water that would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff.
- f) **No Impacts.** The proposed project will not degrade water quality.
- g) **No Impacts.** The project will not place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map.
- h) **No Impacts.** The project will not place within a 100-year flood hazard area structures that would impede or redirect flood flows.
- i) **No Impacts.** The project will not expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam.
- j) **No Impacts.** The project will not have any potential to be inundated by a seiche, tsunami, or mudflow.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**X. LAND USE AND PLANNING.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural community conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** Development of the project area is consistent with the urbanization of the project area, as evaluated in the General Plan and its EIR; therefore impacts in this category are avoided.

a) **No Impacts.** The project would not physically divide an established community. Rather, it logically allows development to occur in an orderly manner, adjacent to urban development.

b) **No Impacts.** The proposed project would not conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project adopted for the purpose of avoiding or mitigating an environmental effect.

c) **No Impacts.** The project would not conflict with any applicable habitat conservation plan or natural community conservation plan.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**XI. MINERAL RESOURCES.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

a) **No Impacts.** The project would not result in the loss or availability of mineral resources.

b) **No Impacts.** The proposed project would not result in the loss of availability of any locally important mineral resource recovery sites.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

### XII. NOISE. Would the project result in:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generation of excessive ground borne vibration or ground borne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** These potential impacts were addressed in the General Plan EIR, and goals and mitigation measures were adopted to reduce potential impacts to a less than significant level. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan, and its EIR; therefore impacts in this category are not anticipated to exceed the impacts addressed in those documents.

- a) **Less than significant impact.** The proposed project includes the installation of sound walls such that the project would not result in exposure of persons to or generation of noise.
- b) **No Impacts.** The proposed project would not result in exposure of persons to or generation of excessive ground-borne vibration or ground-borne noise levels.
- c) **Less than significant impact.** The proposed project would result in a permanent increase in ambient noise levels in the project vicinity above levels existing without the project. These noise levels were anticipated as part of the development of the project site, consistent with the Madera General Plan.
- d) **Less than significant impact.** The proposed project may result in some temporary increase in ambient noise levels in the project vicinity during construction of the site.
- e) **No Impacts.** The proposed project site is not located within an airport land use plan or within two miles of a public airport or public use airport.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

f) **No Impacts.** The project is not located within the vicinity of a private airstrip.

**XIII. POPULATION AND HOUSING.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The proposed project will not induce additional substantial growth in this area. The property would not displace any housing. Likewise, the project will not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere.

- a) **No Impacts.** Although new residential development may occur, the proposed project will not substantially induce a growth in population by individuals and/or families, directly or indirectly.
- b) **No Impacts.** The proposed project would not displace any existing housing, thereby necessitating the construction of replacement housing elsewhere, since the site is vacant.
- c) **No Impacts.** The proposed project would not displace any people.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

### XIV. PUBLIC SERVICES.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

**Discussion:** The development of the existing residential property will not result in substantial adverse physical impacts from new or altered public facilities. As development occurs, there will be a resultant increase in job opportunities, and a greater demand placed upon services, such as fire and police protection, and additional park and school facilities. This additional demand is consistent with the demand anticipated in the General Plan and evaluated in the General Plan EIR.

The project will not bring about the need for new wastewater treatment facilities. The project will not significantly increase the demand on water supplies beyond the levels anticipated in the General Plan and the Water Master Plan. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project will not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project area. Initially, the project will rely upon temporary on-site storm drain retention strategies. The project area will be required to provide additional facilities within the development, and comply with the City's Master Plan, Ordinances, and standard practices. The project will not bring about a significant increase in the demand for solid waste disposal services and facilities.

- i) Fire protection. **Less than significant impact.** The proposed project will not result in substantial adverse physical impacts to fire protection services.
- ii) Police protection. **Less than significant impact.** The proposed project will not result in substantial adverse physical impacts associated with the provision of police protection.
- iii) Schools. **Less than significant impact.** The Madera Unified School District levies a school facilities fee to help defray the impact of residential development. The proposed project will not generate a significant impact to the schools in Madera.
- iv) Parks. **Less than significant impact.** The proposed project will not generate a significant impact to the park facilities in Madera.
- v) Other public facilities. **Less than significant impact.** The proposed project will not have any impacts on other public facilities.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**XV. RECREATION**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** Residential development is consistent with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents.

a) **No Impacts.** The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.

b) **No Impacts.** The project does not include recreational facilities or facilities which might have an adverse physical effect on the environment.

## Attachment 2: Planning Department's January 8, 2019 Staff Report to the Planning Commission

### XVI. TRANSPORTATION/TRAFFIC. Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Conflict with adopted policies, plans, or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The General Plan amendment and rezoning of the property could subsequently result in the residential development of the property. The goals and policies of the General Plan serve to mitigate traffic impacts that occur as a result of new development. East Yosemite Avenue (to the south), North D Street (to the east), and North Gateway Drive (to the west) are identified as arterial streets per the General Plan. East Central Avenue (to the north) is designated as a collector street. All right-of-way necessary for development of the project site is already in place.

a) **Less-Than-Significant Impacts.** The proposed project would not cause an increase in traffic that is substantial in relation to the existing traffic load and capacity of the street system that would result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections.

b) **Less-Than-Significant Impacts.** The project would not exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways.

c) **Less-Than-Significant Impacts.** The proposed project would not result in a change in traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

- d) **Less-Than-Significant Impacts.** The proposed project would not increase hazards to transportation systems due to design features such as sharp curves, dangerous intersections, or incompatible uses.
- e) **No Impacts.** The proposed project would not result in inadequate emergency access.
- f) **No Impacts.** The proposed project would not result in inadequate parking capacity. Any development of the project site will include parking sufficient to serve the proposed project.
- g) **No Impacts.** The project will not conflict with adopted policies, plans, or programs supporting alternative transportation.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

**XVII. UTILITIES AND SERVICE SYSTEMS.** Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Discussion:** The City's community sewage disposal system will continue to comply with Discharge Permit requirements. The project will not bring about the need for new wastewater treatment facilities. The project will not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project will not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project area will be required to comply with the City's Master Plan, Ordinances, and standard practices. The project will not bring about a significant increase in the demand for solid waste disposal services and facilities.

a) **No Impacts.** The project will not exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board.

b) **No Impacts.** The proposed project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

c) **No Impacts.** The proposed project would not require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

- d) **Less-Than-Significant Impacts.** There will be sufficient water supplies available to serve the project.
- e) **No Impacts.** The project would not require a determination by a wastewater treatment provider.
- f) **No Impacts.** The project would be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs.
- g) **No Impacts.** The project will be required to comply with federal, state, and local statutes as well as regulations related to solid waste by the City of Madera.

Attachment 2: Planning Department's January 8, 2019  
Staff Report to the Planning Commission

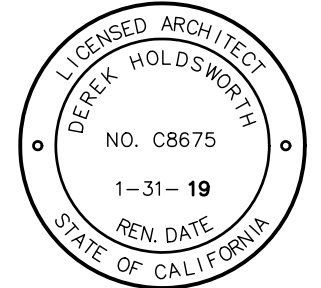
**XVIII. MANDATORY FINDINGS OF SIGNIFICANCE.**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporation	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

**Determination:**

Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Noise, Public Services, Utilities, and Transportation and Traffic.

The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project.



**AN AFFORDABLE  
56 UNIT  
MULTI-FAMILY  
HOUSING  
PROJECT**

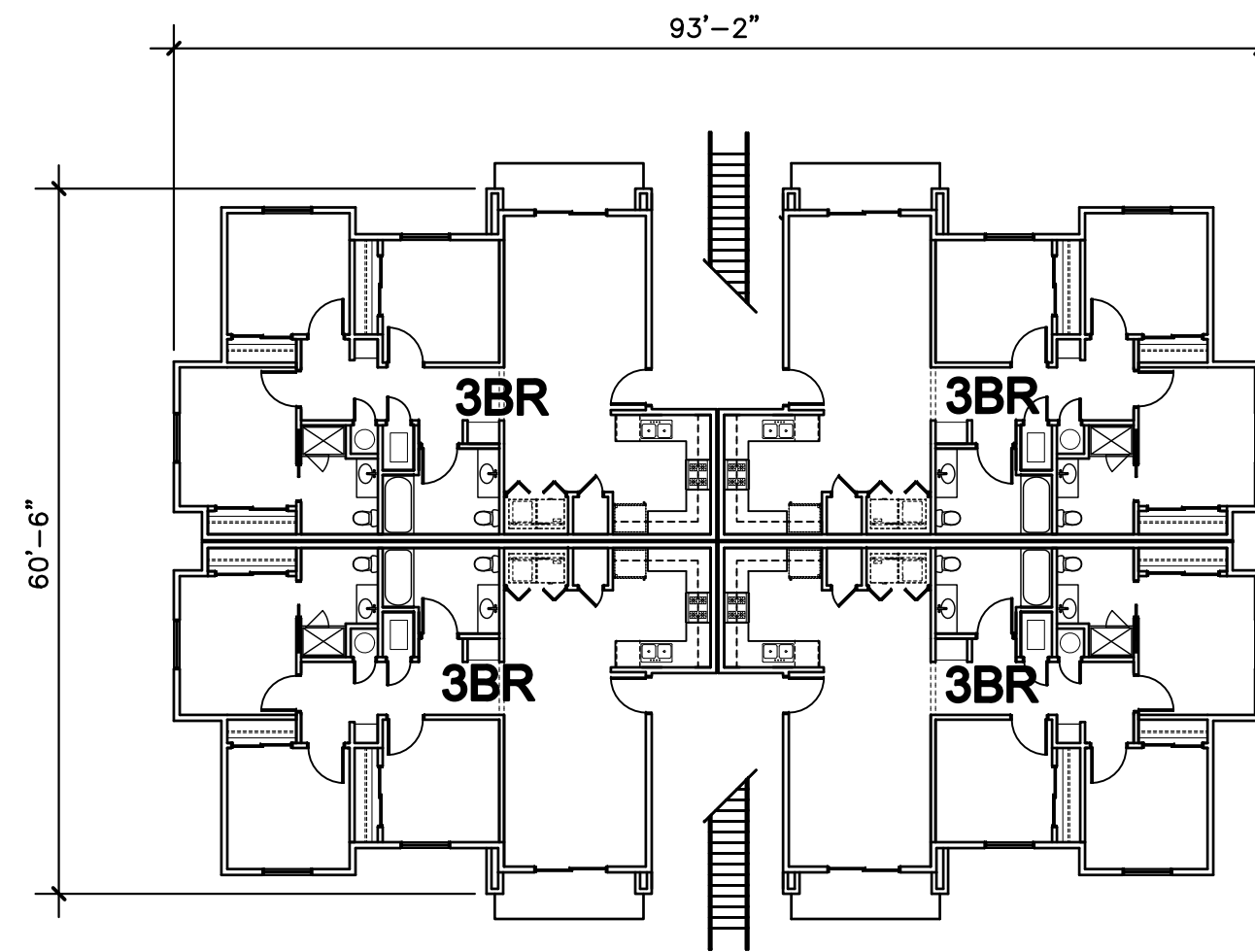
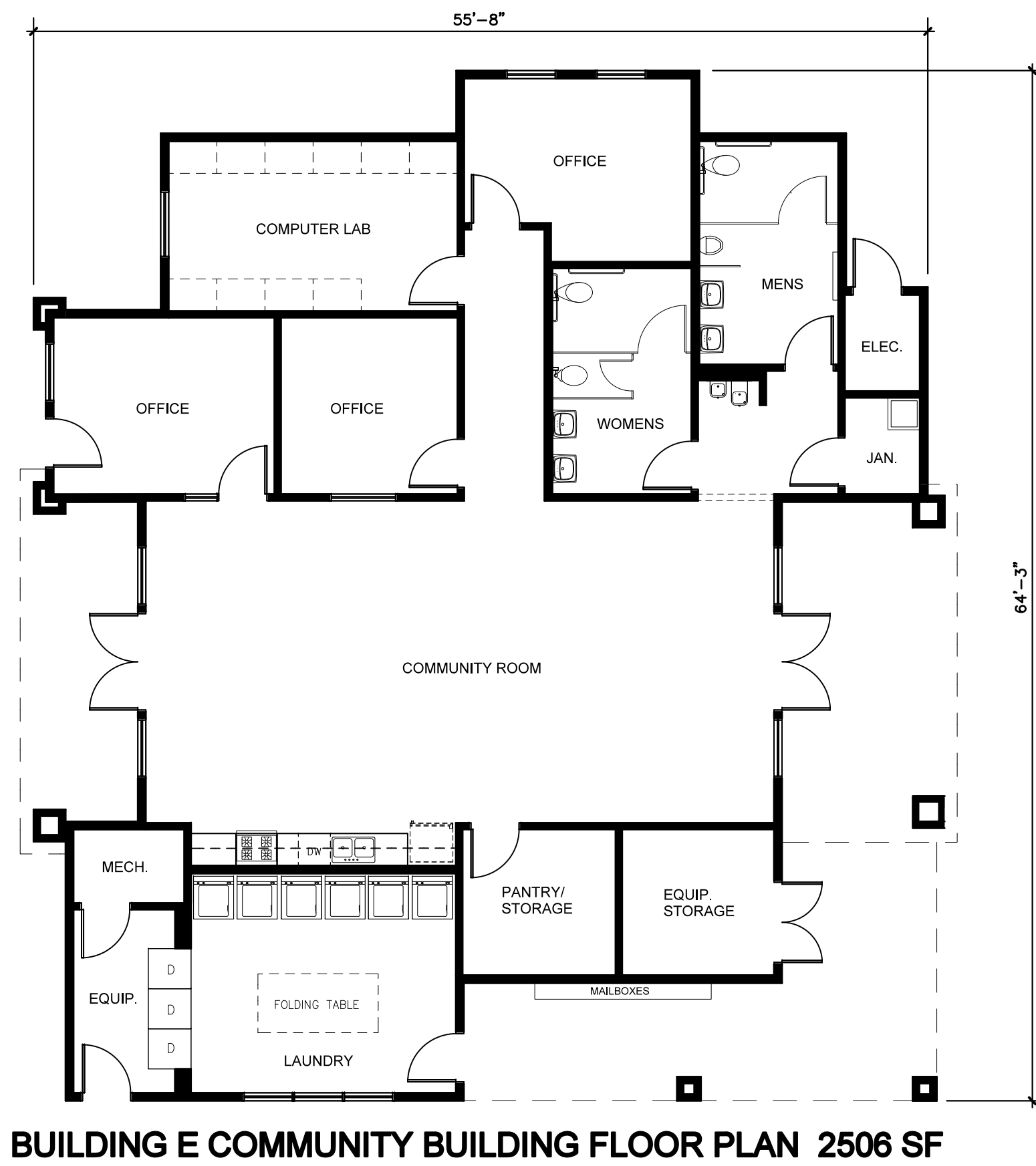
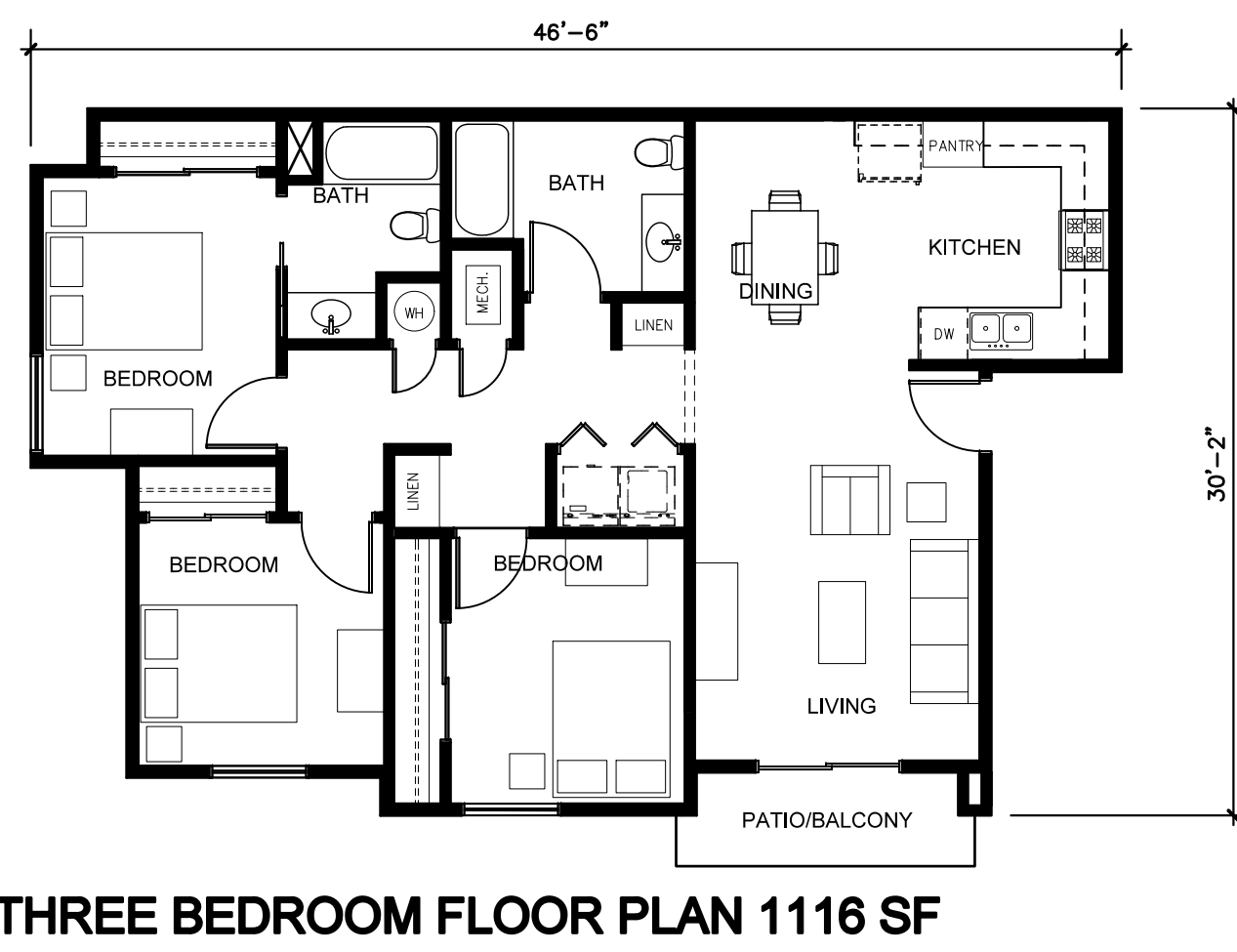
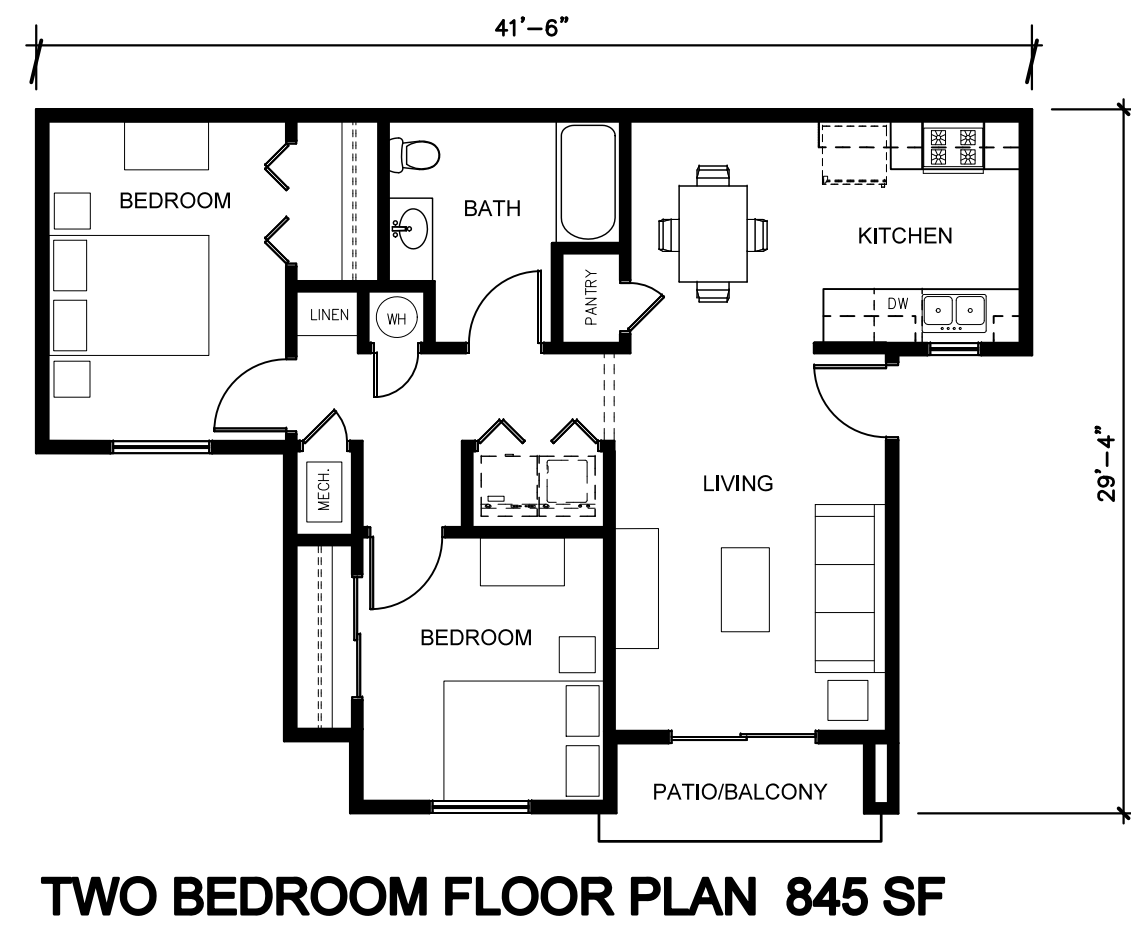
**MADERA  
CALIFORNIA**

**S.E.C. Dyer Ave.  
& Highway 99**

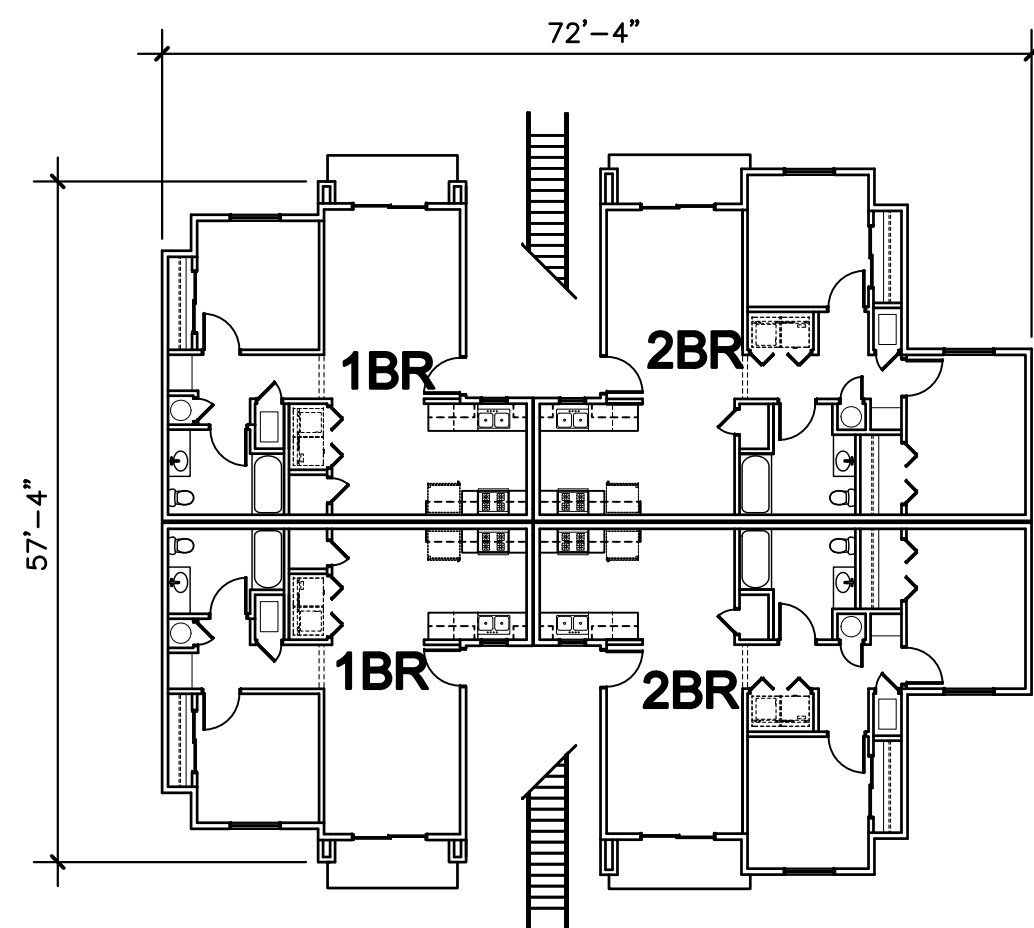
FOR



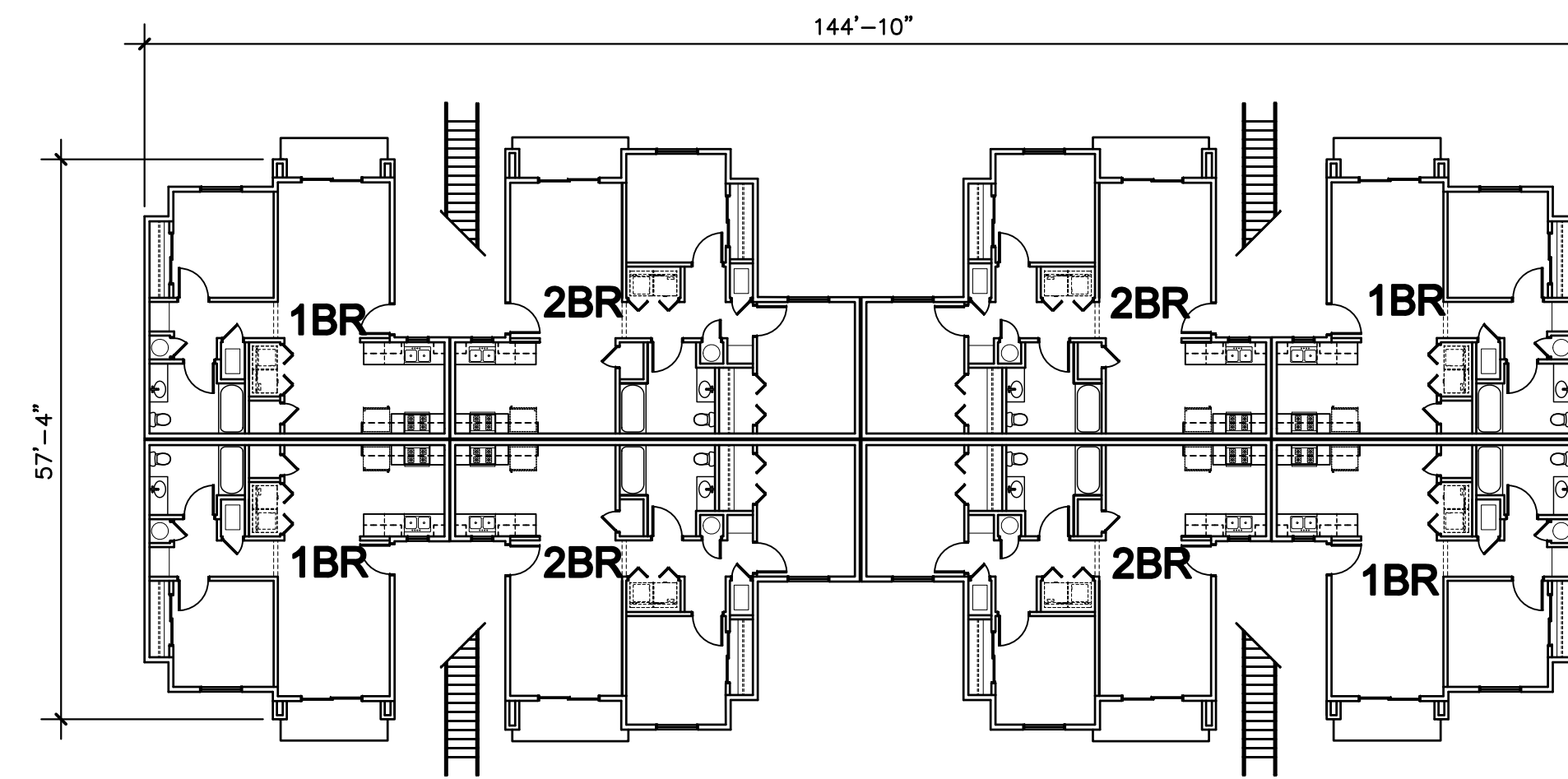
**8445 W. Elowin Ct.  
Visalia, CA**



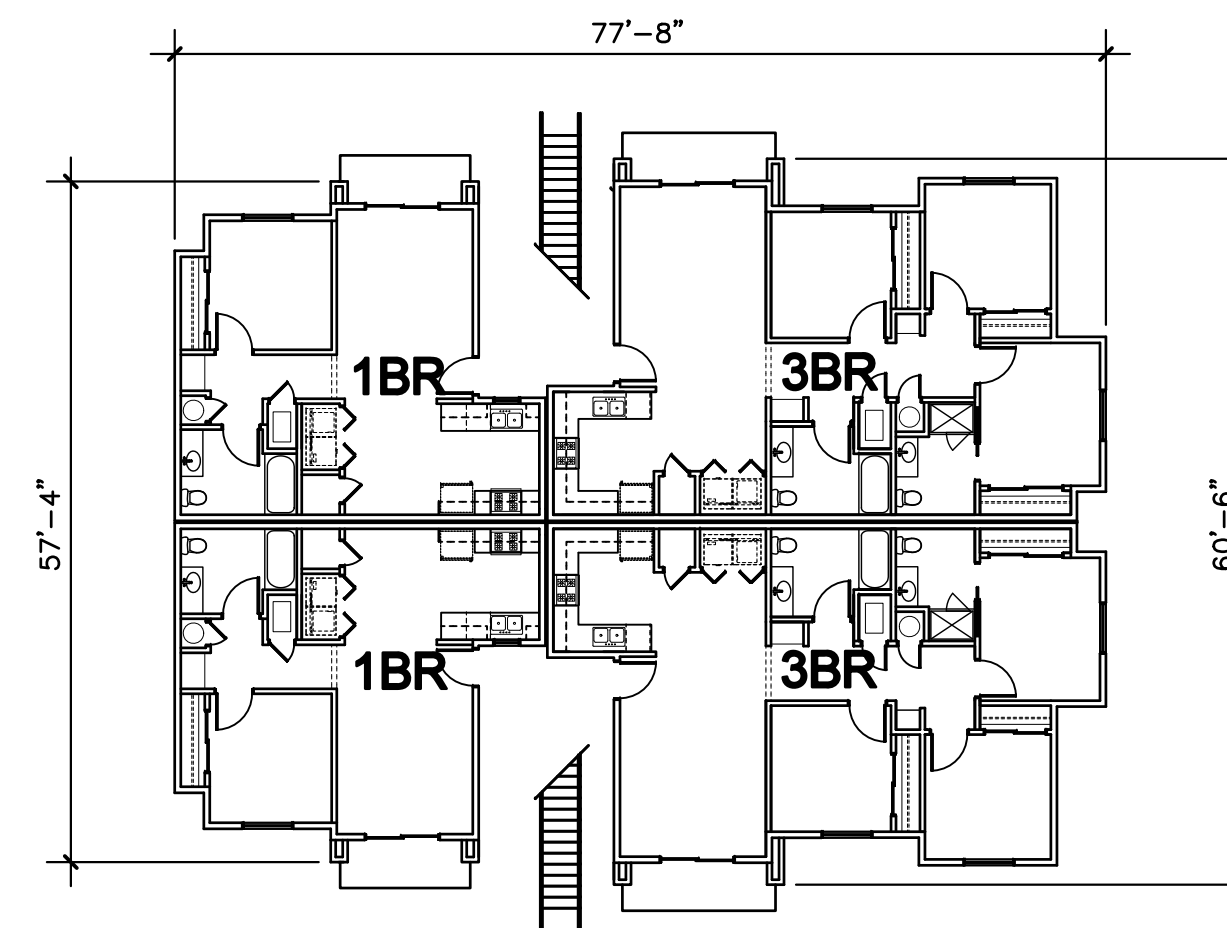
BUILDING A 3 BEDROOM TWELVE-PLEX



BUILDING C 1 & 2 BEDROOM TWELVE-PLEX



BUILDING B 1 & 2 BEDROOM TWENTY-FOUR-PLEX



BUILDING D 1 & 3 BEDROOM EIGHT-PLEX

**BUILDING PLANS**

1/16" = 1'-0"

**FLOOR PLANS**

1/8" = 1'-0"

Every reasonable effort has been made in the preparation of these documents to ascertain and comply with all applicable codes and ordinances. However, in that these requirements are subject to change and interpretation, no warranty is given or implied relative to these documents level of compliance. Furthermore, nothing shown in or omitted from these documents shall relieve the contractor from full compliance with any such codes and ordinances.

Before commencement of work, these documents shall be reviewed by the contractor for any discrepancies or conflicts in dimensions, notes, or references. Any items that become apparent during this review process or during construction shall be referred immediately to the Architect for clarification. Any work proceeding without such notification shall become the responsibility of the contractor.

KSA GROUP ARCHITECTS expressly reserves its copyright and other property rights in these ideas, designs and documents which are not to be reproduced, changed, or copied in any form, nor assigned to any third party without first obtaining KSA GROUP ARCHITECTS' express written permission.

COPYRIGHT 2018

No.	Description	Date

Revisions	
No.	Description

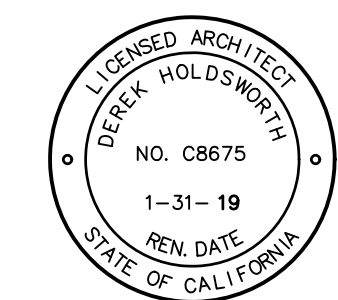
**FLOOR PLANS  
BUILDING PLANS**

Scale:  
Job No: 2936 Sheet No:  
Date: 11/9/18 of **A2** sheets

PLOT DATE: 11/9/2018 PLOT TIME: 11:21 AM PLOT NAME: (D:\B\K\A\Projects\2936\Drawings\Bldg Plans\2936\_S11.dwg) M:\Users\j2936\OneDrive\2936\_S11.dwg



4660 American Avenue Suite 200  
Bakersfield, California 93309  
(661) 834-1331 FAX (661) 834-1376



Derek Holdsworth AIA C 8675

**AN AFFORDABLE  
56 UNIT  
MULTI-FAMILY  
HOUSING  
PROJECT**

**MADERA  
CALIFORNIA**

**S.E.C. Dyer Ave.  
& Highway 99**

FOR



**8445 W. Elowin Ct.  
Visalia, CA**

Every reasonable effort has been made in the preparation of these documents to ascertain and comply with all applicable codes and ordinances. However, in that these requirements are subject to change and interpretation, no warranty is given or implied relative to these documents level of compliance. Furthermore, nothing shown in or omitted from these documents shall relieve the contractor from full compliance with any such codes and ordinances.

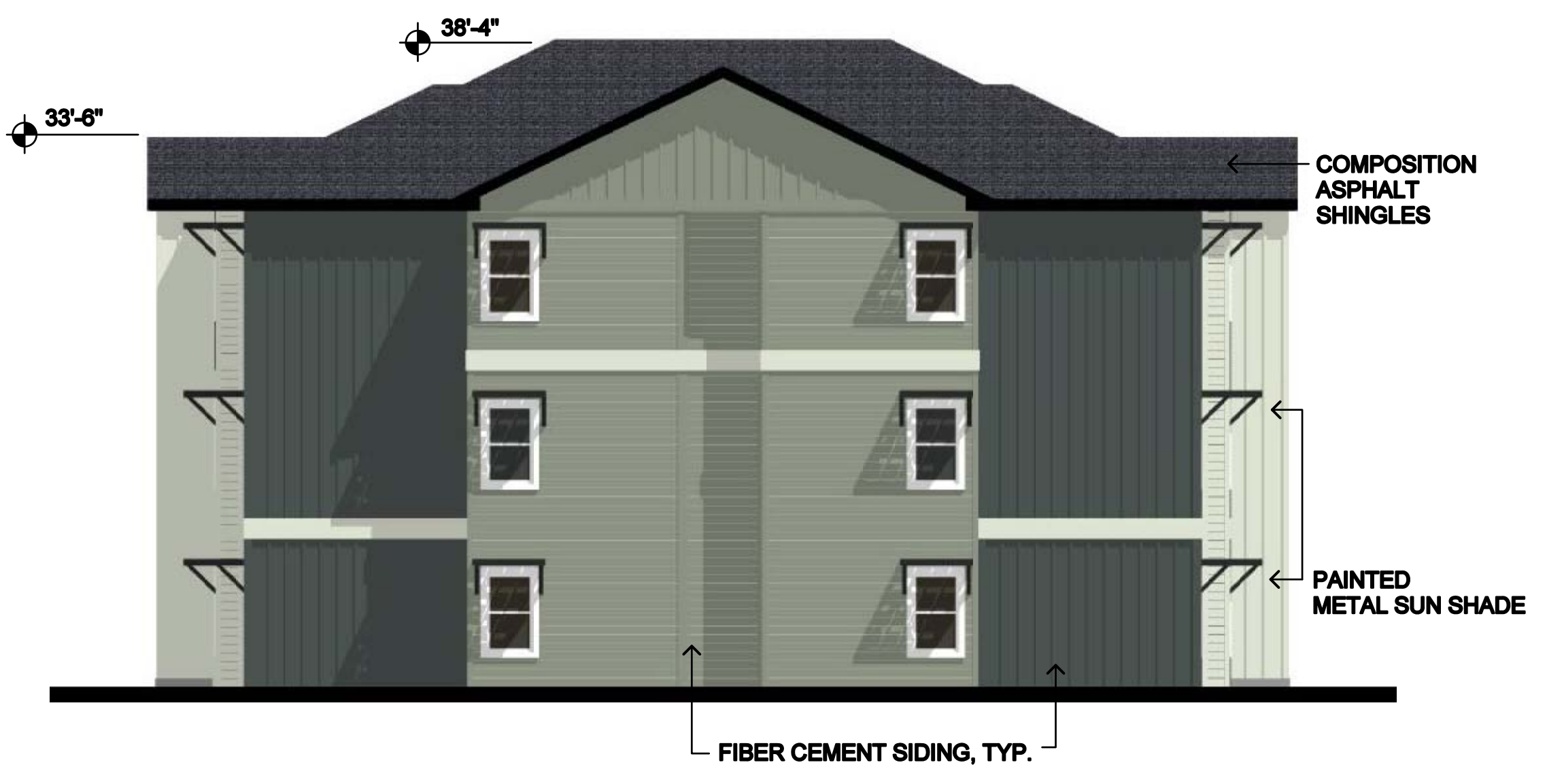
Before commencement of work, these documents shall be reviewed by the contractor for any discrepancies or conflicts in dimensions, notes, or references. Any items that become apparent during this review process or during construction shall be referred immediately to the Architect for clarification. Any work proceeding without such notification shall become the responsibility of the contractor.

KSA GROUP ARCHITECTS expressly reserves its copyright and other property rights in these ideas, designs and documents which are not to be reproduced, changed, or copied in any form, nor assigned to any third party, without first obtaining KSA GROUP ARCHITECTS' express written permission.

COPYRIGHT 2018



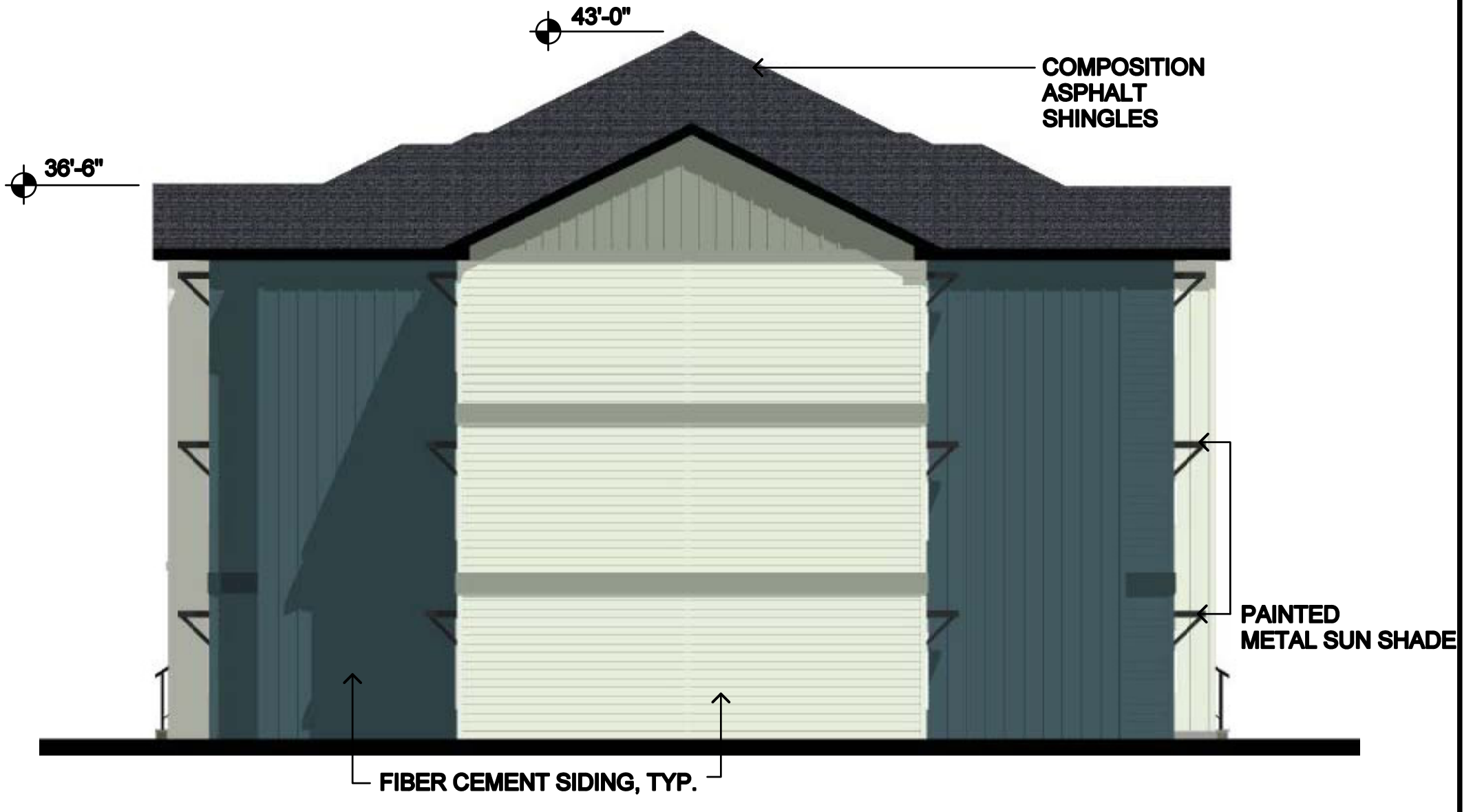
FRONT/BACK ELEVATION  
BUILDING A



SIDE ELEVATION



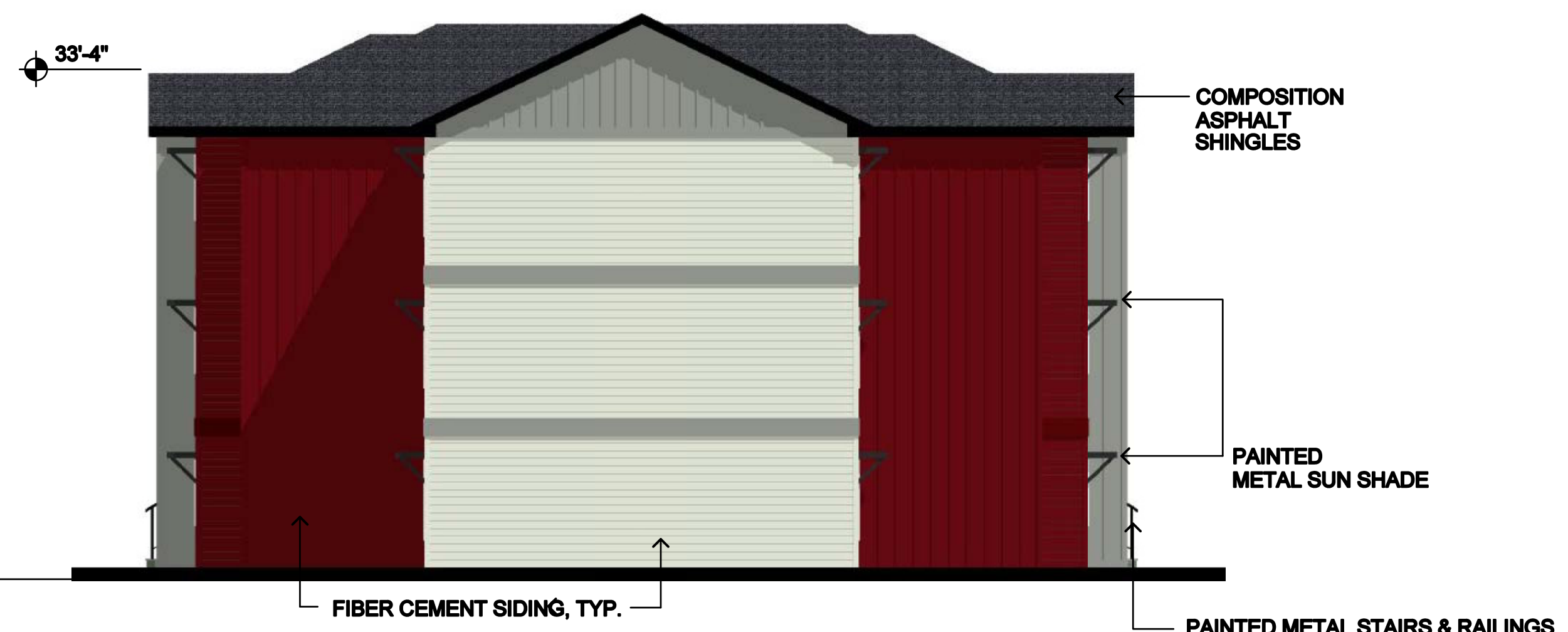
FRONT/BACK ELEVATION  
BUILDING B



SIDE ELEVATION



FRONT ELEVATION



RIGHT SIDE ELEVATION



BACK ELEVATION  
BUILDING C



LEFT SIDE ELEVATION

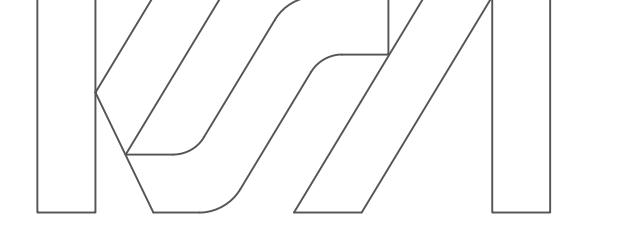
EXTERIOR ELEVATIONS

1/8" = 1'-0"

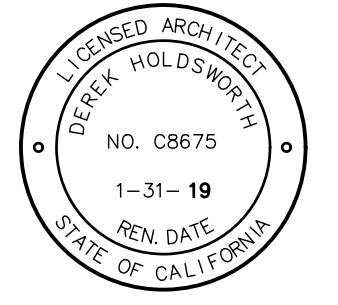
No.	Description	Date
Revisions		
EXTERIOR ELEVATIONS		
Scale:	Job No: 2936	Sheet No: A3
Date: 11/9/18		of sheets

PLOT DATE: 11/9/2018 11:39 AM PLOT NAME: (D:\PLOT\Drawings\181109\181109\_12345.dwg) Plot: A3.dwg





4660 American Avenue Suite 200  
Bakersfield, California 93309  
(661) 834-1331 FAX (661) 834-1376



Derek Holdsworth AIA C 8675

## PROJECT INFORMATION

SITE AREA: 3.54 ACRES GROSS  
2.76 ACRES NET

EXIST. ZONING: PD-1500

GEN. PLAN: HD

DENSITY: 20 UNITS/NET.AC.

OPEN AREA REQUIRED: 42,000 SF

OPEN AREA PROVIDED: 47,008 SF

UNIT BREAKDOWN:

1 BR. UNITS: 22 UNITS  
2 BR. UNITS: 18 UNITS  
3 BR. UNITS: 16 UNITS

TOTAL: 56 UNITS

PARKING REQUIRED:

1 BR. UNITS: 22 SPACES  
2 BR. UNITS: 36 SPACES  
3 BR UNITS: 32 SPACES  
GUEST: 14 SPACES

TOTAL: 104 SPACES

PARKING PROVIDED: 104 SPACES

COVERED PARKING: 56 SPACES

H.C. ACCESSIBLE: 5 SPACES

BUILDING TYPES

BUILDING A: 3BR 12 PLEX  
3 STORY

BUILDING B: 1 & 2 BR  
24 PLEX  
3 STORY

BUILDING C: 1 & 2 BR.  
12 PLEX  
3 STORY

BUILDING D: 1 & 3 BR.  
8 PLEX  
2 STORY

BUILDING E: COMMUNITY  
BLDG.

TOTAL BLDG. AREA: 54,031 SF

**AN AFFORDABLE  
56 UNIT  
MULTI-FAMILY  
HOUSING  
PROJECT**

**MADERA  
CALIFORNIA**

**S.E.C. Dyer Ave.  
& Highway 99**

FOR



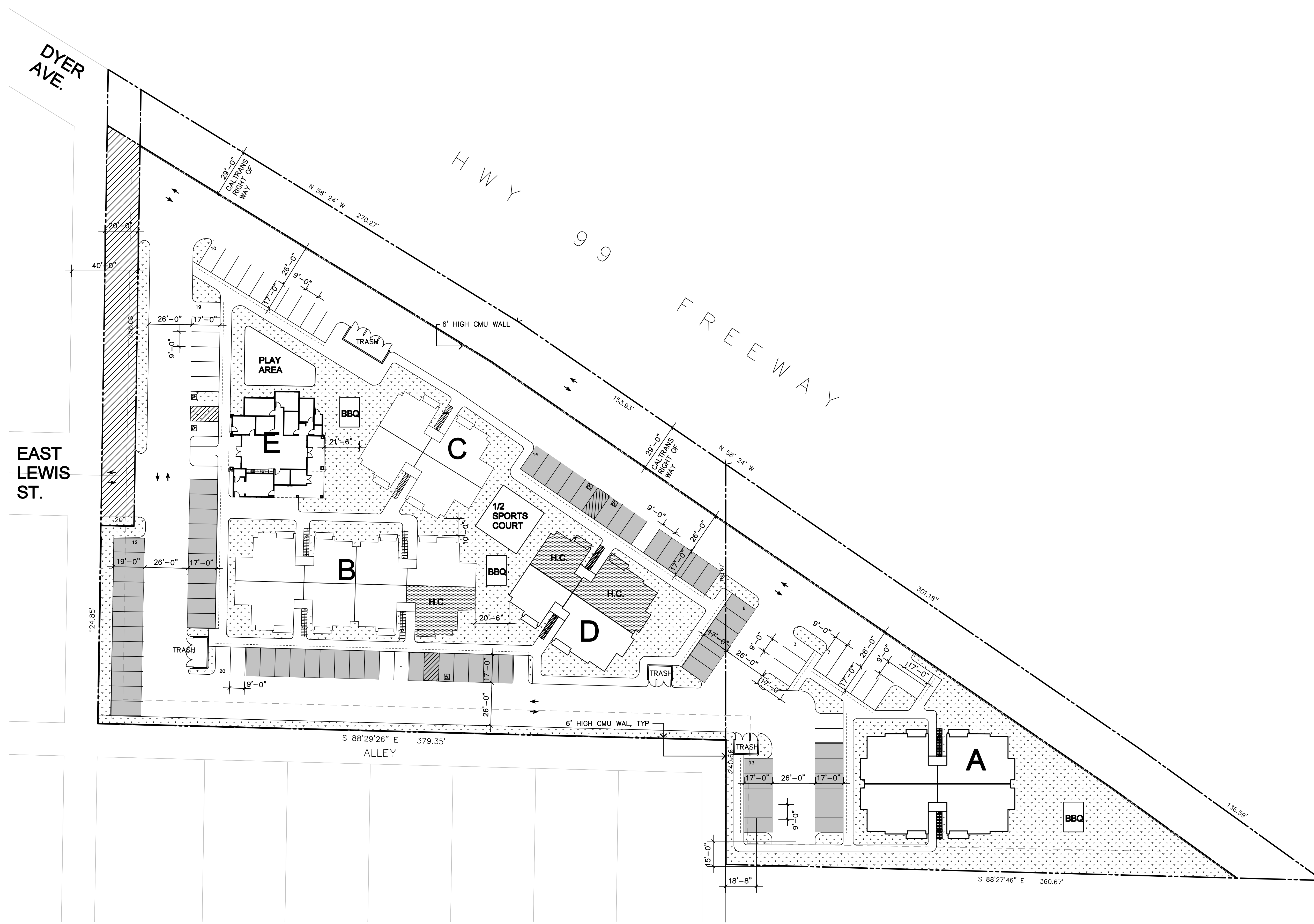
**8445 W. Elowin Ct.  
Visalia, CA**

Every reasonable effort has been made in the preparation of these documents to ascertain and comply with all applicable codes and ordinances. However, in that these requirements are subject to change and interpretation, no warranty is given or implied relative to these documents level of compliance. Furthermore, nothing shown in or omitted from these documents shall relieve the contractor from full compliance with any such codes and ordinances.

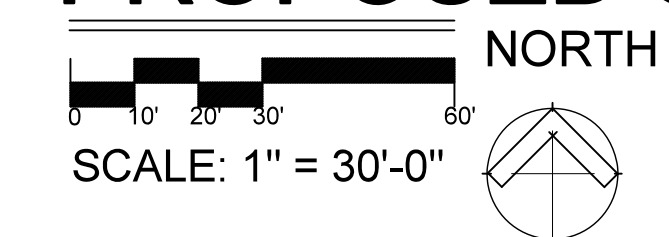
Before commencement of work, these documents shall be reviewed by the contractor for any discrepancies or conflicts in dimensions, notes, or references. Any items that become apparent during this review process or during construction shall be referred immediately to the Architect for clarification. Any work proceeding without such notification shall become the responsibility of the contractor.

KSA GROUP ARCHITECTS expressly reserves its copyright and other property rights in these ideas, designs and documents which are not to be reproduced, changed, or copied in any form, nor assigned to any third party, without first obtaining KSA GROUP ARCHITECTS' express written permission.

COPYRIGHT 2018



## PROPOSED SITE PLAN



## LEGEND

- COVERED PARKING
- LANDSCAPE AREAS
- ADA ACCESSIBLE UNIT
- PARCEL TO BE DEVELOPED TO CREATE 40 FOOT WIDE RESIDENTIAL ACCESS ROAD.

No.	Description	Date
Revisions		

## SITE PLAN

Scale:	Job No:	Sheet No:
	2936	A1
Date:	11/9/18	of sheets

Attachment 3: Aerial Map: Proposed Project



## ATTACHMENT 4: Resolution

### Resolution 20-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING SUBMITTAL OF A JOINT APPLICATION TO THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR INFILL INFRASTRUCTURE GRANT PROGRAM FUNDING IN AN AMOUNT NOT TO EXCEED \$6 MILLION TO CONSTRUCT OFF-SITE IMPROVEMENTS FOR A 52-UNIT AFFORDABLE APARTMENT COMPLEX (SUGAR PINE VILLAGE FORMERLY KNOWN AS MADERA VILLAGE) AND APPROVING A MEMORANDUM OF UNDERSTANDING WITH SELF-HELP ENTERPRISES TO APPLY AS JOINT APPLICANTS FOR SAID FUNDS**

**WHEREAS**, The City of Madera is established under the laws of California and empowered to enter into an obligation to receive local and state funds to promote affordable housing efforts; and

**WHEREAS**, the California Department of Housing and Community Development (“HCD”) has issued a Notice of Funding Availability (“NOFA”) for the Infill Infrastructure Grant Program (IIG) established under the Housing and Emergency Shelter Trust Funds Act of 2006 (Proposition 1C) pursuant to the Infill Infrastructure Grant Program established in Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53559; and

**WHEREAS**, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the IIG Program Guidelines of 2019 of October 30, 2019 and amended February 14, 2020; and

**WHEREAS**, Self-Help Enterprises (SHE) is a non-profit corporation authorized to do business in the State of California; and

**WHEREAS**, City and SHE wish to jointly apply for and receive an allocation of funds through the IIG Program in conjunction with the 52-unit affordable rental housing project being developed by SHE, Sugar Pine Village formerly known as Madera Village, and to memorialize their collaboration in a Memorandum of Understanding, as attached.

**NOW, THEREFORE,** the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The City authorizes the submittal of a joint application with SHE to HCD in response to the NOFA issued on October 30, 2019, to participate in the Infill Infrastructure Grant Program and to request an allocation of funds not to exceed \$6 Million for off-site infrastructure improvements associated with Sugar Pine Village formerly known as Madera Village, a 52-unit rental project located in Madera, CA.
3. If the application for funding is approved, City hereby agrees to use the Infill Infrastructure Grant Program funds for eligible activities in the manner presented in its application as approved by HCD in accordance with applicable statutes and regulations.
4. The Mayor is authorized to execute in the name of the City the application, the Standard Agreement, and all other documents required by HCD for participation in the Infill Infrastructure Grant Program, and any amendments thereto as well as the disbursement of funds during the term of the grant.
5. The City Council approves a Memorandum of Understanding (MOU) between SHE and the City of Madera, attached hereto as exhibit to the resolution, and authorizes the Mayor to execute the MOU.
6. This resolution is effective immediately upon adoption.

\* \* \*

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
SELF-HELP ENTERPRISES  
AND  
CITY OF MADERA**

This Memorandum of Understanding (MOU) will serve to describe a framework between **SELF-HELP ENTERPRISES (SHE)** and the **CITY OF MADERA (CITY)**, collectively (**PARTIES**), for the purpose of a joint application for the for Infill Infrastructure Grant (IIG) Program funds by **SHE** to the California Department of Housing and Community Development under the IIG Program relating to the Sugar Pine Village (formerly known as Madera Village) affordable housing project.

**WHEREAS**, the California Department of Housing and Community Development (HCD) has issued a Notice of Funding Availability (NOFA) for the established IIG Program under the Housing and Emergency Shelter Trust Fund Act of 2006 (Proposition 1C) pursuant to the IIG Program established Program Guidelines under Part 12 of Division 31 of the Health and Safety Code, commencing with Section 53559.

**WHEREAS**, pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature, subject to the terms and conditions of the statute and the IIG Program Guidelines of 2019 implemented on July 31, 2019 and amended February 14, 2020; and

**WHEREAS**, SHE and the CITY wish to apply jointly for and receive an allocation of funds through the IIG Program; and

**WHEREAS**, SHE is in the process of developing a 52-unit affordable rental housing project in the City of Madera on E. Lewis Street off of Madera Avenue known as Sugar Pine Village (formerly known as Madera Village) and has received all requisite land use entitlements from City; and

**WHEREAS**, SHE is only eligible to apply for IIG Program funds if the City is a co-applicant; and

**WHEREAS**, it is in the best interest of the City that affordable rental housing be developed and for the City to apply for the grant as co-applicant with SHE; and

**WHEREAS**, the IIG Program funds can be utilized for the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of water, sewer, or other utility service improvements and relocation; street, road, and bridge construction and improvement; facilities that support pedestrian or bicycle transit; traffic mitigation devices, such as street signals; site clearance, grading, preparation and demolition; sidewalk or streetscape improvements; and storm drains, stormwater retention basins, culverts, and similar drainage features.

**NOW THEREFORE**, in consideration of the foregoing recitals which are incorporated herein by reference and are made part of this MOU, the Parties mutually agree as follows:

1. Effective Date. The effective date of this MOU shall be March 4, 2020.
2. Representations and Obligations.
  - (a) SHE and the CITY will apply as joint applicants for IIG Program funding in conjunction with the Sugar Pine Village project.
  - (b) SHE will prepare and compile all application materials. The CITY shall be responsible for providing the executed resolution, the required legal disclosures and forms for the grant application, and information on pro-housing policies in the City. SHE will prepare all other materials. CITY shall review all submissions to HCD prior to submittal.
  - (c) SHE will take sole responsibility for administration of the IIG Program grant, including all reporting, contracting, construction, compliance, and other implementation duties as required for the successful utilization of IIG Program funds. SHE will provide CITY a copy of all reporting and compliance documents and any and all supporting documentation submitted as part of the administration process.
  - (d) SHE will ensure the General Contractor hired to construct the IIG Program improvements pays prevailing wages, obtains appropriate encroachment permits and any other applicable permits, meets the CITY's insurance requirements, and the work includes a 100% performance, labor, and materials bond.
  - (e) SHE understands the CITY's involvement in the IIG Program grant is subject to review and approval of the Standard Agreement issued by HCD for use of the IIG Program funds.
  - (f) This MOU relates solely to the application for the IIG Program grant referenced above, and if a grant is received, to the implementation of the grant.
  - (g) All conditions set forth in the City of Madera's Planning Commission's approval of the Precise Plan (PPL 2018-07) shall remain in full force and effect and remain the sole responsibility of SHE.
3. Breach. Should either party breach the terms and conditions of this MOU, the parties may avail themselves of all legal remedies.

4. Termination.

- (a) **Non-Allocation of Funds** - The terms of this MOU are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated under the referenced application for IIG Program funds, this MOU shall be deemed terminated and null and void.
- (b) **For Cause** - This MOU may be terminated by CITY for SHE's failure to comply with the MOU and/or failure to comply with the requirements of the Standard Grant Agreement and grant conditions by providing written notice at least thirty (30) days in advance of the effective date of such termination.

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

(a) *Minimum Scope and Limits of Insurance*

SHE 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.
- **\$2,000,000 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 SHE arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. SHE 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.

(b) *Maintenance of Coverage.* SHE 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 SHE, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

- (c) *Proof of Insurance.* SHE 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.
- (d) *Acceptable Insurers.* All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.
- (e) *Waiver of Subrogation.* All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow SHE, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. SHE 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.
- (f) *Enforcement of Contract Provisions (non estoppel).* SHE acknowledges and agrees that any actual or alleged failure on the part of the City to inform SHE of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.
- (g) *Specifications not Limiting.* Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If SHE maintains higher limits than the minimums required above, the City shall be entitled to coverage at the higher limits maintained by SHE.
- (h) *Notice of Cancellation.* SHE agrees to oblige its insurance agent or broker and insurers to provide to the City with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

- (i) *Self-insured Retentions.* Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.
  - (j) *Timely Notice of Claims.* SHE shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from SHE's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.
  - (k) *Additional Insurance.* SHE 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.
6. Indemnification. SHE shall indemnify, defend, and hold harmless CITY and its officers, employees, agents, and volunteers ("City Indemnitees") from and against any and all causes of action, claims liabilities, obligations, judgments, or damages including reasonable legal counsel's fees and costs of litigation and claims arising out of SHE's performance of its obligations under this MOU or out of the operations conducted by SHE, except for such loss or damage arising from the sole negligence or willful misconduct of CITY. In the event the City Indemnitees are made a party to any action, lawsuit, or other adversarial proceedings arising from SHE's performance of this MOU, then SHE shall provide a defense to the City Indemnitees or at CITY'S option reimburse the City Indemnitees their costs of defense, including reasonable legal counsel's fees, incurred in defense of such claims.
7. Independent Contractor. In performance of the work, duties and obligations assumed by SHE under this MOU, it is mutually understood and agreed that SHE, including any and all of SHE's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of CITY.

Because of its status as an independent contractor, SHE and its employees, agents, officials shall have absolutely no right to employment rights and benefits available to City employees. SHE shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, SHE shall be solely responsible and save City harmless from all matters relating to payment of SHE's employees, including compliance with Social Security withholding and all other regulations governing such matters.

8. Compliance with Laws. CITY and SHE shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject grant funding application process. If funding contemplated under this MOU is received, SHE as the administering party shall

comply with all rules and regulations required under the grant. In administering the grant, SHE agrees to comply with all applicable local, state, and federal laws and regulations.

9. Entire MOU. This MOU constitutes the entire MOU between the Parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous MOUs, representations, negotiations, and understandings of the Parties, oral or written.
10. Amendment. This MOU shall not be amended, modified, revoked, or terminated, and no obligation, duty or liability of any party may be released, discharged, or waived except by a written instrument duly executed by the Parties.
11. Attorney Fees: In the event of any arbitration, legal action, or other proceeding between the parties with respect to this MOU, or the use, enjoyment, operation, or condition of this MOU, the prevailing party shall be entitled to payment from the non-prevailing party of its reasonable attorneys' fees, arbitration fees, court costs, and litigation expenses, as determined by the arbitrator/court. The term "prevailing party" as used herein includes, without limitation, a party: (a) who agrees to dismiss an Action on the other party's performance of the covenants allegedly breached, (b) who obtains substantially the relief is has sought, or (c) against whom an Action is dismissed (with or without prejudice).
12. Venue. Any Action arising out of this MOU shall be brought in Madera County, California. This MOU shall be governed by and construed in accordance with the laws of the State of California.
13. Recitals. All recitals at the beginning of this MOU are accurate and shall constitute an integral part of this MOU, and this MOU shall be construed in light of those recitals.
14. Headings. The headings of the various sections of this MOU are included solely for reference purposes and are not intended for any purpose whatsoever to modify, explain, or place any construction on any of the provisions of this MOU.
15. Counterparts. The MOU may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature page of any counterpart may be detached therefrom without impairing the legal effect of the signature(s) thereon provided such signature page is attached to any other counterpart identical thereto except having additional signature pages executed by the other party.
16. Severability. If any of the provisions contained in this MOU are for any reason held invalid or unenforceable, such holding shall not affect the remaining provisions or the validity and enforceability of the MOU as a whole.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed.

CITY OF MADERA, a municipal  
corporation

SELF HELP ENTERPRISES

By: \_\_\_\_\_  
Arnoldo Rodriguez  
City Manager

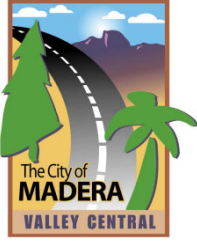
By: \_\_\_\_\_  
Tom Collishaw  
President/CEO

ATTEST:

By: \_\_\_\_\_  
Alicia Gonzales  
City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Hilda Cantú Montoy  
City Attorney



## REPORT TO CITY COUNCIL AND MADERA SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY

Approved by:

A handwritten signature in blue ink, appearing to be "R. Sanchez", written over a horizontal line.

Roger Sanchez, Director of Financial Services

Council Meeting of: March 4, 2020

Agenda Number: B-11

A handwritten signature in blue ink, appearing to be "Arnaldo Rodriguez", written over a horizontal line.

Arnaldo Rodriguez, City Manager

### SUBJECT:

Consideration of a resolution approving a contract with Fraser and Associates for the preparation and filing of the required continuing disclosure reports for the City and the Madera Successor Agency to the Former Madera Redevelopment Agency (Agency) outstanding bond transactions for the period from execution of contract for a term of three (3) years

### RECOMMENDATION:

Staff recommends that the City Council (Council) and City of Madera as the Successor Agency of the former Redevelopment Agency adopt the resolution approving a special services agreement between the City of Madera, Successor Agency, and Fraser and Associates and authorizing the Mayor to execute the agreement.

### SUMMARY:

Each year, the City contracts with a consultant to prepare and submit its required annual disclosure reports for the City and Agency's outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. The City and Agency have utilized Fraser and Associates for the past several years and have been satisfied with their pricing and service. Staff is recommending the City contract with them again, for a term of three (3) years, to complete the annual continuing disclosure reports.

### DISCUSSION:

The City and Agency have outstanding bonds which require annual continuing disclosure reports. Most of the City's outstanding lease and bond debt simply require that the City submit their annual audited financial statements and budget to the trustee (BNY Mellon) or lender. However, certain outstanding bonds have additional reporting requirements.

The 2019 Water Revenue Refunding bonds (\$9,016,903) require that in addition to the annual financial statements and budget, the City file with the Original Purchaser a Certificate of the City stating:

- (i) that it is in compliance with the covenants set forth in the bond documents relating to the rates and charges for the Water System for each fiscal year;
- (ii) the number of accounts serviced by the Water System;
- (iii) the top 10 customers of the Water System; and
- (iv) the debt service calculation for such Fiscal Year, which shall be calculated by dividing the Net Revenues received in the fiscal year by the total payments made on the 2019 Water Revenue Refunding Bonds and all Parity Obligations in the fiscal year.

The 2019 Lease Revenue Bonds (\$4,005,000) requires that the City provide an annual disclosure report to Municipal Securities Rulemaking Board's (MSRB) nationally recognized data repository known as EMMA. The annual report shall contain information regarding City's financial data, property taxes, assessed values, sales tax and other pertinent data related to the City's financial position.

The Agency's 2018 Tax Allocation Refunding Bonds, Series A&B (\$35,510,000) requires annual disclosure report with similar tables and data as the City's Lease Revenue Bonds.

The scope of service to be performed under this agreement includes the preparation of specific disclosure reports related to:

- \$4,005,000 City's Lease Revenue Bonds 2019
- \$9,016,903 City's Water Revenue Refunding 2019
- \$35,510,000 Agency's Tax Allocation Refunding Bonds 2018 A&B

#### **FINANCIAL IMPACT:**

The cost to prepare the annual continuing disclosure reports is estimated to be approximately \$2,500 for the City and \$3,000 for the Agency. Services shall be compensated at an hourly rate of \$275 per hour. An appropriation has been set up in the Finance Department's budget under Contracted Services.

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

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

#### **ALTERNATIVES:**

The City Council has the authority to approve or reject this contract with Fraser and Associates. Not approving the contract could result in non-compliance with the terms on the bond financing. Non-compliance with disclosure requirements could result in the bond holder taking such action necessary to mandate specific performance by court order.

#### **ATTACHMENTS:**

1. Resolution
2. Fraser and Associates Contract for Professional Services

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

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AND CITY OF MADERA AS THE SUCCESSOR AGENCY OF THE FORMER MADERA REDEVELOPMENT AGENCY APPROVING A SPECIAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA, SUCCESSOR AGENCY AND FRASER AND ASSOCIATES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

**WHEREAS**, the City of Madera (City) and Successor Agency (Agency) is required by the specific terms of certain bond issues to provide annual continuing disclosure reports for the outstanding bond transactions; and

**WHEREAS**, the City and Agency have not submitted continuing disclosure reports; and

**WHEREAS**, the City and Agency would like to obtain consulting services for the completion and filing of continuing disclosure reports; and

**WHEREAS**, City and Agency staff have worked with Fraser and Associates on prior year reports, and Fraser and Associates have a good working knowledge of the City and Agency outstanding bond transactions; and

**WHEREAS**, City staff has determined that Fraser and Associates' hourly rate of \$275 per hour, with total estimated fees of \$2,500 for the City and \$3,000 for Agency for these services to be reasonable; and

**WHEREAS**, a contract has been prepared for such services that is in the best interests of the City, Agency and Fraser and Associates.

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

1. The above recitals are true and correct.
2. The Contract for Professional Services between the City of Madera, Successor Agency and Fraser and Associate at an hourly rate of \$275, estimated total fee for the City of \$2,500 and Successor Agency of \$3,000, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to execute the Contract with Fraser and Associates.
4. The resolution is effective immediately upon adoption.

\*\*\*\*\*

**CONTRACT FOR CONSULTING SERVICES BETWEEN THE CITY OF MADERA  
AND FRASER & ASSOCIATES**

This Consulting Services Agreement (“Agreement”) is made and entered into on this 4th day of March between the City of Madera, a city under the laws of the State of California (“City”) and the City of Madera Successor Agency to the Former Madera Redevelopment Agency (“Agency”) and Fraser & Associates (“Consultant”).

**RECITALS**

WHEREAS, City and Agency require ongoing Continuing Disclosure Services (hereinafter referred to as “Services”); and,

WHEREAS, Consultant is qualified to provide the service of preparing said Continuing Disclosure Services.

**AGREEMENT**

NOW, THEREFORE, and in consideration of the mutual promises, covenants and conditions herein contained, City, Agency and Consultant hereby agree as follows:

**I. SCOPE OF SERVICES**

**1.1 General Scope of Services**

Consultant shall provide Services related to the City and Agency. Services shall be completed in accordance with the annual reporting requirements as outlined in the outstanding bond issues and will include, but not be limited to, all other duties and responsibilities as set forth in the Scope Work attached hereto as Exhibit “A” and incorporated herein by this reference.

Each report will include all data required under the Continuing Disclosure Agreements or other documents from the bond issuance. The Consultant will also disseminate reports for the City’s 2019 Lease Revenue Bond and the Agency’s 2018 Tax Allocation Bonds on EMMA, the SEC disclosure website, along with the City’s CAFR.

The City and Agency shall provide all necessary and pertinent data and staff assistance to Consultant in order to complete services required under this Agreement.

**1.2 Term**

The term of Agreement shall begin on March 4, 2020, and continue for a three year term through March 4, 2023, or until terminated by City or Consultant pursuant to the provisions of this Agreement.

## **II. COMPENSATION**

Services shall be compensated on a time and materials basis in accordance at the currently hourly rate of \$275.00 per hour which shall be in effect through 2020. The Consultant shall notify the City in writing if it intends to increase the hourly rate at least sixty (60) days prior to the effective date of said increase. The City Manager is authorized by City to accept increases that do not exceed the annual CPI. Increases above that will require an amendment to this Agreement.

Consultant shall be compensated for expenses incurred in the performance of services to the City and Agency. Expenses include but are not limited to: authorized travel, mileage at the current IRS rate per mile or equivalent rental car fee, copy expenses, shipping and messenger services, long distance phone calls, and other similar expenses.

Consultant estimates and City and Agency rely on a fee of approximately \$2,500 for both the City Annual Report for the 2019 Lease Revenue Bonds and 2019 Water Revenue Refunding Bonds and \$3,000 for the Successor Agency Annual Report listed on Exhibit "A", inclusive of expenses, for 2020. It is understood that if the hourly fees are increased, these totals will also increase.

## **III. METHOD OF PAYMENT**

Consultant shall submit an invoice within thirty days of performing services stating the amount owed. Invoices for hourly services shall contain a breakdown of services by project, hourly rate and number of hours worked. The invoice will also include an itemization of incurred expenses.

Payment of the invoice will be made after acceptance by the City and Agency. Such acceptance shall not be unreasonably withheld.

## **IV. INDEMNIFICATION AND INSURANCE**

### **4.1 Indemnity**

Consultant shall indemnify, defend, and hold harmless the City, its officers, employees, agents and volunteers ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Consultant's performance of its obligations under this agreement or out of the operations conducted by Consultant, except for such loss or damage arising from the sole negligence or willful

misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Consultant's performance of this agreement, the Consultant shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

#### 4.2 Insurance Requirements

Without limiting Consultant's indemnification of City and Agency, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any 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 and Agency.

##### *Minimum Scope and Limits of Insurance*

Consultant shall maintain limits no less than:

- \$1,000,000 General Liability (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. General liability policies shall be endorsed that the City, the Agency, and their officers, officials, employees and agents shall be additional insured under such policies.
- Workers Compensation as required by the State of California and \$1,000,000 Employer's Liability per accident for bodily injury or disease. Consultant shall submit to the City a certificate of insurance.
- \$1,000,000 Professional Liability (Errors and Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

##### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents,

representatives, employees, subcontractor or subconsultants as specified in this Agreement.

*Proof of Insurance*

Consultant shall provide to the City and Agency 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 and Agency prior to commencement of performance. Current evidence of insurance shall be kept on file with the City and Agency at all times during the term of this Agreement. City and Agency reserve 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 and Agency, their elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and Agency and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

*Enforcement of Contract Provisions (non estoppel)*

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

*Specifications not Limiting*

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

*Notice of Cancellation*

Consultant agrees to oblige its insurance agent or broker and insurers to provide to the City and Agency 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 and Agency. The City and Agency reserve the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

*Timely Notice of Claims*

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

*Additional Insurance*

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

**V. TERMINATION**

This contract may be terminated by either party on thirty (30) days written notice to the other. The City and Agency shall compensate Consultant for services performed and expenses incurred prior to the date of transmittal or receipt of said written notice.

**VI. ATTORNEY'S FEES AND COSTS**

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

**VII. NOTICES**

All notices that are required to be given by one to the other under this Agreement shall be in writing to the other party.

City of Madera

Attn: Finance Services Director  
205 West Fourth Street  
Madera, CA 93637

Successor Agency  
Attn: City Finance Services Director  
428 E. Yosemite Avenue  
Madera, CA 93638

Fraser & Associates  
225 Holmfirth Court  
Roseville, CA 95661

#### **VIII. INDEPENDENT CONTRACTOR**

In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City. Service Provider acknowledges and agrees that at all times, Service Provider or any agent or employee of Service Provider shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Service Provider, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Service Provider or any agent or employee of Service Provider shall not have employee status with City, not be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Service Provider or any agent or employee of Service Provider is liable for the acts and omissions of itself, its employees, and its agents. Service Provider shall be responsible for all obligations and payments, whether imposed by federal, state, or local laws, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Service Provider's performing services and work, or any agent or employee of Service Provider providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Service Provider or any agent or employee of Service Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement.

#### **IX. COMPLIANCE WITH LAWS**

In the performance of this Agreement, Consultant shall comply with all applicable local, state, and federal laws and regulations and laws referenced in this section.

9.1. Laws Incorporated by Reference. The full text of the laws listed in this Section, including enforcement and penalty provisions, are incorporated by reference into this Agreement.

9.2. Conflict of Interest. By executing this Agreement, Consultant certifies that it does not know of any fact which constitutes a violation of Title 9, Chapter 7 of the California Government Code (Section 87100 et seq.), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 et seq.), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

9.3. Proprietary Information. In the performance of Services, Consultant may have access to City's proprietary or confidential information, the disclosure of which to third parties may damage City. If City discloses proprietary or confidential information to Consultant, such information must be held by Consultant in confidence and used only in performing the Agreement. Consultant shall exercise the same standard of care to protect such information as a reasonably prudent Consultant would use to protect its own proprietary or confidential information.

9.4 Nondiscrimination Requirements. Consultant shall comply with all state and federal laws in the administration of this Agreement.

9.5 Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Consultant to remove from, City facilities personnel of any Consultant or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

9.6 Public Records Act. Contractor acknowledges that this Agreement and all records related to its formation, Contractor's performance of services, and City's payment are subject to the California Public Records Act, (California Government Code §6250 et seq.). Such records are subject to public inspection and copying unless exempt from disclosure under federal, state, or local law.

## **X. MISCELLANEOUS**

10.1 Governing Laws. The laws of the State of California shall govern the rights and obligations of the parties under this Agreement, including the interpretation of the

Agreement. If any part of the Agreement is adjudged to be invalid or unenforceable, such invalidity shall not affect the full force and effect of the remainder of the Agreement.

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

10.3 Venue. The formation, interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of this Agreement shall be in the County of Madera.

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

**The City, Agency, and Fraser and Associates have executed this Contract as of the date set forth above.**

CITY OF MADERA / SUCCESSOR AGENCY

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

**FRASER & ASSOCIATES**

By: 

Donald J. Fraser, President

**Exhibit "A"**  
**SCOPE OF WORK**

The Consultant will be expected to provide full annual continuing disclosure reporting for the City and Agency's outstanding bond transactions as required by the Securities Exchange Commission's Rule 15c2-12 and in accordance with the specific disclosure reporting requirements detailed in each respective bond transcript. Specifically, Consultant will:

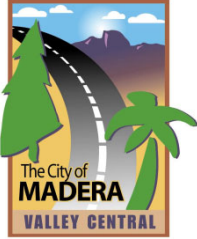
1. Collect the necessary financial and statistical information necessary from City and Agency staff, auditors or any other sources as required.
2. Transmit the annual report for each bond transaction listed below to the bond holder and/or the Municipal Securities Rulemaking Board's (MSRB) nationally recognized data repository known as EMMA, as required by bond documents.

The Consultant will provide Services as described in this Agreement for the following bond transactions:

\$4,005,000  
Madera Public Financing Authority  
Lease Revenue Bonds 2019

\$9,016,903  
Madera Public Financing Authority  
Water Revenue Refunding Bonds 2019

\$35,510,000  
Successor Agency to the Former Madera Redevelopment Agency  
Tax Allocation Refunding Bonds, 2018 A&B



## REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Financial Services

Arnaldo Rodriguez, City Manager

Council Meeting of: March 4, 2020

Agenda Number: B-12

### SUBJECT:

Consideration of a Resolution of the City Council Approving an Agreement between the City and Thales Consulting, Inc. to Prepare and File the City's Financial Transactions Report, the Financing Authority Special District Report, and the Annual Transit Report for Fiscal Year (FY) 2019/20 with the State Controller's Office

### RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the resolution approving the one-year agreement between the City and Thales Consulting, Inc. and authorizing the Mayor to execute the agreement.

### DISCUSSION/BACKGROUND:

Every City and Special District is required to report its financial transactions annually to the State Controller's Office. In addition, the City is required to file a Financing Authority Special District Report and an Annual Transit Report. The City may elect to file the reports through an independent auditor, via consultant, or even by using City staff themselves. In reviewing available options, it is felt that retaining a consultant continues to be our best and most cost-efficient method for the preparation of the necessary reports. Thales Consulting, Inc. has prepared the subject reports for the City since 2012. The previous agreement with Thales Consulting, Inc. expired after preparation of the FY 2018/19 report.

Review and selection were done in accordance with the City's purchasing policies as it relates to the hiring of consultants for this type of work. Based upon our findings it is requested that the Council approve an agreement with Thales Consulting to prepare the required reports for the FY 2019/20 and authorize the Mayor to execute the agreement for one year with Thales Consulting.

### FISCAL IMPACT:

The Cost to prepare the reports is \$4,500.00 and adequate funds have been appropriated for the FY 2019/20 reports in the current budget for the Finance Department in the Contracted Services account.

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

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

**ATTACHMENTS:**

1. Resolution
2. Contract between Thales Consulting Inc. and the City of Madera

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

**CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL APPROVING AN AGREEMENT BETWEEN THE CITY AND THALES CONSULTING, INC. TO PREPARE AND FILE THE CITY'S FINANCIAL TRANSACTIONS REPORT, THE FINANCING AUTHORITY SPECIAL DISTRICT REPORT, AND THE ANNUAL TRANSIT REPORT FOR FISCAL YEAR (FY) 2019/20 WITH THE STATE CONTROLLER'S OFFICE**

**WHEREAS**, the City of Madera has a responsibility to provide certain reports relating to financial transactions, financing authority and transit to the State of California, and

**WHEREAS**, the firm of Thales Consulting Inc. has agreed to provide the necessary reporting services in accordance with the terms of the Agreement; and

**WHEREAS**, Thales Consulting, Inc. has considerable experience in preparing the reports for the City; and

**WHEREAS**, the prices proposed for services as indicated in the agreement from Thales Consulting, Inc. are found to be fair and reasonable.

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

1. The above recitals are true and correct.
2. The Agreement between the City of Madera and Thales Consulting, Inc., in an amount not to exceed \$4,500 per year, a copy of which is attached to this resolution as Exhibit A and incorporated by reference is hereby approved.
3. The Mayor is hereby authorized to execute the Agreement with Thales Consulting, Inc.
4. The resolution is effective immediately upon adoption.

\*\*\*\*\*

**THALES CONSULTING INC.**  
Solutions for Government

Thales Consulting Inc.  
980 Ninth Street  
Sixteenth Floor, PMB 1604  
Sacramento, CA 95814  
(530) 979-1648

February 24, 2020

City of Madera  
205 West 4th Street  
Madera, CA 93637

Roger Sanchez:

Effective February 24, 2020 this letter will serve as an agreement between The City of Madera ("City") and Thales Consulting Inc ("Consultant"). Both parties agree to the following:

Thales Consulting Inc. will prepare three State Controller Reports for the City of Madera. The City agrees to pay Thales Consulting Inc. a sum of four thousand two hundred US dollars (\$4,500) upon transmission of the following June 30, 2020 reports to the State Controllers Office under a one year term.

Cities Financial Transactions Report	\$3,300
Financing Authority Special District Report	\$ 400
Annual Transit Report	\$ 800

The City will submit to Thales Consulting Inc. (980 Ninth Street, 16th Floor, PMB 1604, Sacramento, CA 95814) the required current year data in electronic format via email no later than two weeks before the said reports are due.

Assignment. Consultant agrees not to assign, convey or transfer its interest in this Agreement to any other entity without the prior written consent of The City , which consent shall not be unreasonably withheld.

Indemnification. Contractor 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 Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, 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 Contractor's performance of this agreement, the Contractor 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.

Services and Materials to be Furnished by The City: Thales Consulting Inc. shall provide guidance to The City in determining the data required for the services hereunder. The City further agrees to provide all data specifically requested, including documentation and information to Thales Consulting Inc. in a timely manner. Thales Consulting Inc. shall assume all data so provided is correct. Thales Consulting Inc. shall make its best effort to file the reports in a timely manner. Thales Consulting Inc. shall not be liable for reports that cannot be filed as a result of inadequate data or data provided in an untimely manner.

Third Parties: The City and Thales Consulting Inc. are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

Thales Consulting's Liability If Audited: Thales Consulting Inc. will assume without incurring liability therefore that all financial and statistical information provided by The City and its client's employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to the respective local government under the claims for whatever reason is the sole responsibility of the local government.

Termination: Either party shall have the right to terminate this Agreement if the other party is in default of a material obligation hereunder and such default is not cured within thirty (30) days of receipt of a notice from the non-defaulting party specifying such default. Among other things and without limitation, timely payment of invoices shall be considered a material obligation hereunder. In the event this Agreement is terminated for any reason, The City shall pay Thales Consulting Inc. within thirty (30) days of termination for all work performed and expenses incurred up through the effective date of termination.

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

#### *Minimum Scope and Limits of Insurance*

Consultant 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 Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.

✦ **Worker's Compensation** as required by the State of California and \$1,000,000 **Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers. \$1,000,000 **Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

#### *Maintenance of Coverage*

Consultant shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by Consultant, its agents, representatives, employees, subcontractors or subconsultants as specified in this Agreement.

#### *Proof of Insurance*

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

#### *Acceptable Insurers*

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

#### *Waiver of Subrogation*

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

#### *Enforcement of Contract Provisions (non estoppel)*

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

#### *Specifications not Limiting*

Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

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

*Notice of Cancellation*

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

*Self-insured Retentions*

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

*Timely Notice of Claims*

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

*Additional Insurance*

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

If you agree with the terms above, please sign below.

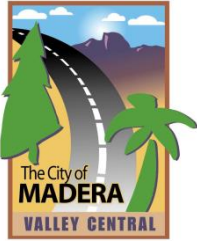
Thales Consulting Inc.

City of Madera, Mayor

Joe Stimac

Andrew J. Medellin

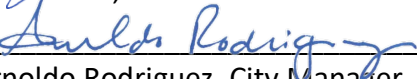
February 24 , 2020



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Jim Howell, Interim Public Works Director

  
\_\_\_\_\_  
Arnoldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:**     D-1    

**SUBJECT:**

Introduction of an Ordinance of the City Council of the City of Madera, California Amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling to Establish Mandatory Organic Recycling Requirements for Commercial Businesses and Multi-family Units Containing Five or More Units as Required by Assembly Bill No. 1826.

**RECOMMENDATION:**

Waive full reading and introduce Ordinance of the City of Madera, California amending Title V: Sanitation and Health, Chapter 3: Garbage, Refuse and Recycling, Sections 5-3.01 and 5-3.09 of the Madera Municipal Code and adding Section 5-3.05 to the Madera Municipal Code relating to organic waste recycling.

**SUMMARY:**

Assembly Bill No. 1826 (AB 1826) was signed by the Governor in October 2014 requiring businesses to recycle their organic waste effective April 1, 2016, depending on the amount of waste generated per week. The City, in conjunction with Mid Valley Disposal (MVD), have worked to implement organic recycling requirements for qualifying businesses and multi-family residences. While a number of businesses have already cooperated with the City's efforts, several have not. CalRecycle has placed the burden of implementing this mandated recycling onto the City. Therefore, it has become necessary to amend the Municipal Code in order to incorporate mandatory organic waste recycling in accordance with AB 1826.

**DISCUSSION:**

AB 1826 established a series of milestones for the implementation of an organics recycling program as follows:

- January 1, 2016: The City must implement an organics recycling program complete with outreach, education, and a monitoring plan.
- April 1, 2016: Businesses that generate 8 cubic yards of organic material or more per week are required to arrange for organic waste recycling services.
- January 1, 2017: Businesses that generate 4 cubic yards of organic material or more per week are required to arrange for organic waste recycling services.
- August 1, 2017: The City must provide information about their organic recycling program implementation in the Electronic Annual Report (EAR) submitted to CalRecycle in August of each year.
- January 1, 2019: Businesses that generate 4 cubic yards of commercial solid waste or more per week are required to arrange for organic waste recycling services.
- Fall 2020: After receipt of the 2019 EAR, CalRecycle shall conduct its formal review of all jurisdictions.
- Summer/Fall 2021: If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, then businesses that generate 2 cubic yards of commercial solid waste will be required to establish an organics recycling program.

Effective January 1, 2019, the City was required to comply with AB 1826 by adopting a mandatory commercial organic waste recycling ordinance that addresses organic waste recycling. Organic waste (or organics) is defined as any material that is biodegradable and comes from either a plant or an animal. Some examples of organic waste are food waste, green waste, landscape and pruning waste, garden and lawn clippings, and nonhazardous wood waste. All commercial businesses that generate four or more cubic yards of commercial solid waste will be required to establish an organic collection and recycling program. Under AB 1826, multi-family dwellings of five or more units are considered a commercial business and must also comply with the new organic waste collection regulations.

The State has placed the burden on cities to inform affected businesses of the new mandated organic collection requirement and work with those affected businesses to change their services accordingly. Over the past 12 months, the City and MVD have carried out education efforts through various outlets, including letters, phone calls, and site visits to affected businesses and multi-family dwellings; information in Utility Billing newsletter articles; informational pamphlets distributed at City-wide events; and advertising on City and MVD websites. While a number of business have already implemented organic collection programs, approximately 73 businesses and 10 multi-family dwellings have not, which represents about 17 percent of total businesses who qualify under AB 1826. The City has made various efforts to achieve compliance to no avail.

The proposed changes to the ordinance will amend the Madera Municipal Code to incorporate mandatory organic waste recycling in accordance with AB 1826. Details of the ordinance include:

- Adding definition of organic waste;
- Adding definition of organic waste generator;

- Adding of language which states that all organic waste generators shall comply with Chapter 12.9 Part 3 of Division 30 of the California Public Resources Code Section 42649.8, requiring that the City will provide a notice to any organic waste generator that fails to comply, and authorizing administrative regulations for enforcement;
- Clarification that the penalties text applies to the entire Chapter regarding Garbage, Refuse and Recycling; and
- Removal of outdated text.

Upon approval of introduction, a second reading and adoption of the ordinance amendment will be presented on March 18, 2020.

**FINANCIAL IMPACT:**

Failure to implement a commercial recycling program may initiate a compliance order process by CalRecycle to evaluate the City's good-faith effort. This could potentially lead to a penalty hearing if CalRecycle finds that the jurisdiction has failed to meet the conditions of a compliance order.

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

The proposed action is not specifically addressed as part of the Vision Plan, nor is it in conflict with the Plan.

**ALTERNATIVES:**

Leave the ordinance as it currently exists.

**ATTACHMENTS:**

1. Ordinance

**ORDINANCE NO. 20-**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING TITLE V: SANITATION AND HEALTH, CHAPTER 3: GARBAGE, REFUSE AND RECYCLING, SECTIONS 5-3.01 AND 5-3.09 OF THE MADERA MUNICIPAL CODE AND ADDING SECTION 5-3.05 TO THE MADERA MUNICIPAL CODE RELATING TO ORGANIC WASTE RECYCLING.**

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

**SECTION 1.** Section 5-3.01 of the Madera Municipal Code is amended to read as follows:

**§ 5-3.01 DEFINITIONS.**

(A) For the purposes of this chapter, SOLID WASTE means any of a variety of materials, which are discarded or rejected as being worthless and includes, but is not limited to garbage, rubbish, or offal.

(B) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

**AUTHORIZED AGENT.** The city or any private party authorized by written agreement executed by the city to collect solid waste, including recyclables and green waste from residential and/or commercial customers within the city limits.

**COMMERCIAL/INDUSTRIAL BINS.** Bins provided by a contract agent, usually 1 (one) to 6 (six) cubic yards, more or less in capacity, designed for the deposit of solid waste, placed by an authorized agent at commercial premises for the collection of commercial solid waste and charged at commercial rates. COMMERCIAL BINS do not include construction and demolition bins placed at residential premises.

**COMMERCIAL/INDUSTRIAL PREMISES.** All premises in the city, other than residential premises, where commercial/industrial solid wastes are generated or accumulated.

**COMMERCIAL/INDUSTRIAL SOLID WASTE.** All types of solid waste, including organics and recyclable solid waste, generated or accumulated at commercial premises and placed in commercial bins for accumulation and collection. COMMERCIAL SOLID WASTES do not include residential solid waste.

**CONSTRUCTION AND DEMOLITION DEBRIS (C&D).** Disposal materials resulting from construction, remodeling, repair, clean up, or demolition operations that are not hazardous as defined in California Code of Regulations, Title 22, §§ 66261.3 et seq. This term includes but is not limited to asphalt, concrete, cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe and steel,

as well as vegetative matter resulting from land clearing and landscaping including but not limited to rock, soil, and tree stumps.

**FRONT YARD.** The front yard zoning setback of any dwelling or property as determined by the Zoning Code.

**GARBAGE.** Animal and vegetable waste resulting from the handling, preparation, cooking, and serving of food. This term specifically does not include food processing wastes from canneries, slaughterhouses, packing plants or similar industries, and does not include large quantities of condemned food products.

**GREEN/YARD WASTE MATERIAL.** Shall mean the following materials to be collected by the city through its authorized agents: waste at their source of generation which are derived from plant material, including, but limited to, leaves, grass, clippings, weeds, tree trimmings, untreated wood waste, or shrubbery cuttings.

**HAZARDOUS WASTE.** Any waste materials or mixture of wastes defined as a "hazardous substance" or "hazardous waste" pursuant to the Resource Conservation and Recovery Act (RCRA), being 42 U.S.C. §§ 6901 et seq., the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), being 42 U.S.C. §§ 9601 et seq., and all future amendments to either, or as defined by the California Integrated Waste Management Board. Where there is a conflict in the definitions employed by two or more agencies having jurisdiction over hazardous or solid waste, the term HAZARDOUS WASTE shall be construed to have the broader, more encompassing definition.

**INDUSTRIAL REFUSE.** The solid waste materials from factories, processing plants, and other manufacturing enterprises, including condemned animals or parts of animals from slaughterhouses or similar places.

**NONCOMBUSTIBLE SOLID WASTE.** Ashes, bottles, broken crockery, glass, tin cans, metal and metallic substances which will not incinerate through contact with flame of ordinary temperature.

**OFFAL.** Those animals that die naturally from disease or are accidentally killed but shall not mean condemned animals or parts of animals from slaughterhouses or similar places.

**ORGANIC WASTE.** The term "organic waste" means "organic waste" as defined in Section 42649.8 of the California Public Resources Code. In particular, it means "food waste, green waste, landscape and pruning waste, non-hazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

**ORGANIC WASTE GENERATOR.** The term "organic waste generator" means "organic waste generator" as defined in Section 42649.8 of the California Public Resources Code and a business subject to subdivision (a) of Section 42649.81 of the Public Resources Code.

**RECYCLABLE MATERIAL.** A material which has commercial value and which is sold for compensation or donated to an entity other than a solid waste authorized agent or enterprise. RECYCLABLE MATERIALS lose their character as RECYCLABLE MATERIALS upon being disposed of in the waste stream and become solid waste subject to this chapter.

**RECYCLABLES/RECYCLABLE MATERIAL.** Shall mean the following materials to be collected by the city through its authorized agents: newspaper, tin, aluminum, glass, plastic (polyethylene terephthalate and high density polyethylene plastic) and cardboard.

**RECYCLABLE SERVICE.** The process, by written agreement with an authorized agent, by which recyclable materials are placed in special containers, normally blue in color, at curbside by residential and commercial customers for collection by the city's authorized agent.

**RECYCLABLE SOLID WASTE.** A form of solid waste designated as a recyclable solid waste by the city, the California Integrated Waste Management Board, or other agency with jurisdiction over solid waste, and which has been separated by a solid waste service recipient from nonrecyclable solid waste. RECYCLABLE SOLID WASTE is a part of the solid waste stream which can be reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term RECYCLABLE SOLID WASTE includes both mixed recyclables which have been separated from other solid waste and source-separated single- category recyclable solid waste. RECYCLABLE SOLID WASTE does not include those potentially recoverable items which are commingled with nonrecyclable solid waste, i.e. commingled solid waste and potentially recyclable articles or materials, or recyclable material.

**REFUSE.** All putrescible solid waste, semisolid, and liquid waste, including garbage, trash, refuse, paper, ashes, and any other solid and semi-solid waste. Refuse does not include hazardous waste or radioactive waste.

**RESIDENTIAL.** All single-family residences and those multi-family residences (including mobile home parks) which have curbside or alley capability and are designated by the City Administrator for recyclable and green/yard waste collection.

**SECTION 2.** Section 5-3.05 is added to the Madera Municipal Code to read as follows:

§ 5-3.05 Organic Waste Recycling.

The City shall ensure that organic waste generators shall comply with the requirements in Chapter 12.9 of Part 3 of Division 30 of the California Resources Code (Section 42649.8 et seq.) as may be amended regarding organic waste recycling. The City shall provide notice to any organic waste generator that fails to comply with this subsection. The City may enact administrative rules and regulations to provide for the compliance of this section.

**SECTION 3.** Section 5-3.09 of the Madera Municipal Code is amended to read as follows:

§ 5-3.09 PENALTIES FOR VIOLATIONS OF THIS CHAPTER.

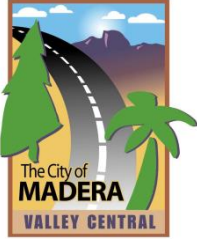
In accordance with § 1-2.01 of the Madera Municipal Code, violation of this chapter is specifically declared to be a misdemeanor and not an infraction. Furthermore, the city shall have authority to impose a fine of not more than \$500 for a first violation; a fine of not more than \$750 for a second violation; and a fine of not more than \$1,000 for a third and each subsequent violation.

**SECTION 4. SEVERANCE.** If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this ordinance

**SECTION 5. CEQA.** The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

**SECTION 6. PUBLICATION.** This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

**SECTION 7. EFFECTIVE DATE.** This ordinance shall take effect thirty (30) days after its passage.



## REPORT TO CITY COUNCIL

**Approved by:**

  
\_\_\_\_\_  
Arnaldo Rodriguez, City Manager

**Council Meeting of:** March 4, 2020

**Agenda Number:**     E-1    

**SUBJECT:**

Community Facilities District 2006-01 (Kaufman & Broad subdivision) follow-up from City Council Workshop held on June 19, 2019.

**RECOMMENDATION:**

This report is submitted for informational purposes only and there is no action requested from the City Council (Council).

**SUMMARY:**

During the regular meeting of the Council on June 19, 2019 a workshop on Community Facility Districts (CFDs) was presented by Chris Boyle, then Planning Manager for the City. During this presentation it was brought to Council's attention that the 2006-1 CFD bond financing package included a provision that provided up to \$250,000 for parks and recreation improvements. A question was raised regarding the status of those funds that staff was not able to respond to at that time. Current Finance Department staff has researched the related accounting entries and confirmed the \$250,000 was both received as a cash donation and expended on park improvements.

**DISCUSSION:**

During the research that was completed in preparation of the June 2019 CFD workshop, it came to staff's attention that one of the provisions of the 2006-1 CFD Bond Financing Agreement was a \$250,000 donation to the City by the developer to be used for funding parks and recreation improvements. Most of the staff members involved in the bond financing in 2006 are no longer with the City, so this information and the resulting financial transactions were new to current staff. Staff was unable to answer the question of the status of the \$250,000 at the time of the CFD presentation, but committed to researching the question and providing the information to Council. Upon review of accounting records, staff has determined the following:

- The \$250,000 cash donation receipt was processed on December 31, 2006 into the CFD 2006-1 Fund.

- Subsequently, the cash and fund balance were transferred to the Parks Development Fund, where a designated fund balance was established in the amount of \$250,000.
- In the fiscal year ending June 30, 2008, the designation was released and the City expended \$2,576,533 for park improvements, which included expenditure of the \$250,000 donation. The primary funding source for park improvements is Development Impact Fees, as well as other donations, grants and funding from the Redevelopment Agency.

Table 1 provides a summary of some of the park improvement projects completed during Fiscal Year 2007/08.

<b>Table 1: Summary of Parks Improvements in FY 2007/08</b>	
Lions Town & Country Park	\$905,032
Rotary Park	\$824,884
Pan American Park	\$213,453
River Trail	\$312,309
Millview Park (Sunrise Rotary Sports Complex)	\$192,630
Skate Park	\$13,960

**FINANCIAL IMPACT:**

Informational only.

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

The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

**ALTERNATIVES:**

This report is for informational purposes only.

**ATTACHMENTS:**

None.