Regular Meeting of the Madera City Council and Regular Meeting of Madera Public Financing Authority Board

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, November 20, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Sammie Neely, Mt. Zion 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:

1. Consideration of a Resolution Approving Written Request by the Madera Evening Lions, seeking City Council Approval to Cover the Cost of Police Efforts in the Amount of $1,378.00 in Association with the Candlelight Christmas Parade of Lights on December 5th, 2019, as well as $101 in permit fees (Report by Josiah Arnold)

PRESENTATIONS:

1. Proclamation Promoting Small Business Saturday

INTRODUCTIONS:

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 – 10/18/17 MPFA, 12/20/17 MPFA, 07/05/18 MPFA, 06/12/19 MPFA Rescind, 06/12/19 MPFA, 05/01/19 MPFA, 04/17/19 MPFA, 04/03/19 MPFA, 12/12/18s, 12/12/18s2

B-2 Informational Report on Register Audited Demands (Report by Don Thiesen)

B-3 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)

B-4 Consideration of a Resolution Authorizing Acceptance of Grant from the State of California Department of Alcoholic Beverage Control Grant Assistance Program ($18,000) and Authorizing the City Manager to Sign all Related Grant Application Documents on Behalf of the City of Madera; and

Consideration of a Resolution Approving Budget Amendment Appropriating $18,000 to the City of Madera Fiscal Year 2019/2020 Police Department Budgets for the Implementation of ABC Grant Activities (Reprot by Ivette Iraheta)

B-5 Consideration of a Resolution Appointing Muhammad Latif as a Member of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

B-6 Consideration of a Resolution Approving the Amended Application for Transportation Development Act (TDA), State Transit Assistance (STA) Funds for Fiscal Year (FY) 2019/20 with STA FY 2008/09 Carryover Balances of $24,471.53 and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

B-7 Consideration of a Minute Order Acceptance of the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance Project City Project No. R-68, Federal Project No. CML-5157 (110) (Report by Keith Helmuth)

B-8 Actions Relating to Final Map for Melanie Meadows II and III Subdivision (Tract No. 19-S-04):

1) Consideration of a Resolution of the City of Madera Approving the Final Map for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

2) Consideration of a Resolution of the City of Madera Approving Annexation of the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

B-9 Consideration of a Minute Order Accepting the City of Madera Wastewater Treatment Plant, City Project No. WWTP 18-02 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-10 Consideration of a Resolution Approving the Award for Consideration of a Resolution Approving the Award of Contract for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 in the Amount of $268,522 to Serna Construction, Inc., and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

B-11 Consideration of a Resolution Approving an Amending Agreement for Online/Phone Payment Services with Paymentus Corporation and Authorizing the Mayor to Execute the Agreement (Report by Becky McCurdy)

B-12 Second Reading and Consideration of Adoption of an Ordinance: Waive Full Reading and Adopt Ordinance Rezoning Two Parcels Encompassing Approximately 0.29 Acre Located Approximated 200 Feet West of the Intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District (Report by Jesus Orozco)

C. PUBLIC HEARINGS

There are no reports for this section

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

D-1 Consideration Of A Resolution To Approve A New Logo For Madera Metro (Report by Ivette Iraheta)

D-2 Consideration of Initiation of Annexation into CFD No. 2005-01:

(1) A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01; and

(2) A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01(Report by Jesus Orozco)

D-3 Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) (Report by Keith Helmuth)

D-4 Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees for the Bellava and Berk Subdivision (Tract No. 18-S-01) (Report by Keith Helmuth)

E. ADMINISTRATIVE REPORTS

There are no reports for this section.

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.

F-1 Discussion and Consideration of Options Relating to Tenant Evictions

1) Direction to Staff Relating to Tenant Evictions

2) Consider Adopting an Urgency Ordinance of the City Council of the City of Madera Adding Chapter 17 to Title IV of the Madera Municipal Code Relating to Temporary No Fault Evictions Through December 31, 2019

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Liability Claims pursuant to Government Code §54956.95

Agency Claimed Against: City of Madera

Claimants:

1. Kamaljit Kaur
2. Ajmer Singh

G-3 Conference with Legal Counsel – Significant exposure to potential litigation pursuant to Government Code §54956.9(d)(2): 4 cases

G-4 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(d)(1)

Pete Rios WCAB No. FRE0238568.

G-5 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, & Che Johnson

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

G-6 Closed Session Report – City Attorney

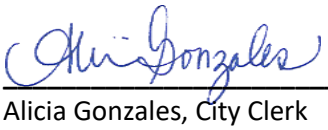
ADJOURNMENT – Next regular meeting on December 4, 2019

- Please silence or turn off cell phones and electronic devices while the meeting is in session.
- Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
- Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
- The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices,

or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
- Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

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 November 20, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 6:30 p.m. on November 14, 2019.



Alicia Gonzales, City Clerk

Item:	B-1
Minutes for:	10/18/17
City Adopted:	11/07/18
GSA Adopted:	11/07/18
MPFA Adopted:	_____

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

CITY OF MADERA, CALIFORNIA

October 18, 2017
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER - The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Financial Services Manager Susan O'Haro and Accountant II Lyann Huang.

Mayor Medellin thanked Council and staff for wearing pink in support of Breast Cancer Awareness Month and awareness for all types of cancer.

INVOCATION: Pastor David Votaw, Harvest Community Church

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

PUBLIC COMMENT:

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

Elizabeth Wisener with the Community Action Partnership of Madera County distributed flyers for the upcoming Homeless Awareness Day. She also distributed a save the date flyer for the annual Homeless Point in Time Count scheduled January 23rd through the 25th.

Khalid Chaudhry, business owner in Madera, shared information on the Political Review publication reporting on the fiscal condition of the City. He also spoke regarding the cost of executive salaries, laying off people, the effect on services and suggested the City consolidate departments.

Mayor Medellin closed the public comment.

PRESENTATIONS Proclamation in Recognition of Ms. Loretta Castro's Long Time Service to the City of Madera Transit Advisory Board

Mayor Medellin presented Loretta Castro with a proclamation for her over 40 years of service on the Transit Advisory Board. Ms. Castro thanked everyone for the recognition.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR – REGULAR MEETING

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

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

B-1 Minutes – 12/21/16

B-2 Information Only – Warrant Disbursement Report

B-3 Bi-Weekly Water Conservation Report for 9/25/17 – 10/08/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for StorMax Real Estate Holdings, LLC, A California Limited Liability Company (Report by Keith Helmuth)

RES. NO. 17-159 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR STORMAX REAL ESTATE HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-5 Consideration of a Resolution Approving a Sales Agreement for the Acquisition of Real Property at the Southeast Corner of East Yosemite Avenue and Tozer Street for Parcel A and Parcel B (Portions of APN 008-110-009) Accepting an Easement Deed and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

RES. NO. 17-160 **A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA APPROVING A SALES AGREEMENT FOR THE ACQUISITION OF REAL PROPERTY AT THE SOUTHEAST CORNER OF EAST YOSEMITE AVENUE AND TOZER**

STREET FOR PARCEL A AND PARCEL B (PORTIONS OF APN 008-110-009) ACCEPTING AN EASEMENT DEED AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

B-6 Consideration of a Resolution Ratifying a Revised Application for Transportation Development Act-Local Transportation Funds for Fiscal Year 2017/18 (Report by Keith Helmuth)

RES. NO. 17-161 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING A REVISED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT FUNDS, LOCAL TRANSPORTATION FUNDS FOR FISCAL YEAR 2017/18**

B-7 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a $1000.00 Donation to the Madera Police Department (Report by Steve Frazier)

B-8 Consideration of a Minute Order Rejecting the Claim Filed by Joseph Crown (Report by Wendy Silva)

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

C-1 A. Second Reading and Consideration of Adoption of an Ordinance Amending Certain Sections of Chapter 1 of Title II of the Madera Municipal Code Pertaining to Council Meeting Agendas

B. Consideration of a Resolution Amending the City Council Meeting Agenda Policy (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented the report.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, FURTHER READING WAS WAIVED, AND ITEM C-1A, ORD. NO. 945 C.S. WAS ADOPTED BY A ROLL CALL VOTE OF 4-3. AYES: COUNCIL MEMBERS RODRIGUEZ, OLIVER, FOLEY GALLEGOS, ROBINSON. NOES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, RIGBY.

ORD. 945 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING PORTIONS OF CHAPTER 1 OF TITLE II OF THE MADERA MUNICIPAL CODE PERTAINING TO COUNCIL MEETING AGENDAS**

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-1B, RES. NO. 17-162, WAS ADOPTED BY A ROLL CALL VOTE OF 4-3. AYES: COUNCIL MEMBERS RODRIGUEZ, OLIVER, FOLEY GALLEGOS, ROBINSON. NOES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, RIGBY.

RES. NO. 17-162 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AMENDING THE CITY COUNCIL MEETING AGENDA POLICY**

C-2 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 1.4 Acres of Property Located at 733 and 743 Linden Street from the PD-1500 (Planned Development) Zone District to the PD-2000 (Planned Development) Zone District. (APNs: 006-360-013 and 014) (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-2, ORD. NO. 946 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. 946 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 1.4 ACRES OF PROPERTY LOCATED ON THE EAST SIDE OF LINDEN STREET (733 AND 743 LINDEN STREET), APPROXIMATELY 650 FEET NORTH OF THE INTERSECTION OF LINDEN STREET AND SUNSET AVENUE, FROM THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-2000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

C-3 Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately 40 Acres of Land Located at the Southeast Corner of Tozer Street (Road 28) and Sunrise Avenue (Avenue 14½) to the PF (Public Facilities) Zone District (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READY WAS WAIVED, AND ITEM C-3, ORD. NO. 947 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD 947 C.S. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP PREZONING APPROXIMATELY FORTY ACRES LOCATED AT THE SOUTHEAST CORNER OF TOZER STREET AND SUNRISE AVENUE TO THE PF (PUBLIC FACILITY) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"**

C-4 Consideration of a Resolution of the Ground Water Sustainability Agency Approving a Memorandum of Understanding with Respect to the Preparation of a Groundwater Sustainability Plan within the Madera Subbasin and Authorizing the Mayor to Execute the Memorandum of Understanding on Behalf of the City (GSA - Report by Dave Merchen)

Community Development Director David Merchen presented the report. Mr. Merchen advised that of the seven Groundwater Sustainability Agencies, the New Stone Water District will stand on their own. The remaining will work on a plan under the memorandum of understanding but ultimately the two plans will need to mesh together.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, GSA RES. NO. 17-01, WAS ADOPTED BY A ROLL CALL VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS HOLLEY, OLIVER, RIGBY, FOLEY GALLEGOS, ROBINSON. NOES: COUNCIL MEMBER RODRIGUEZ.

GSA RES. NO. 17-01 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE CITY OF MADERA GROUNDWATER SUSTAINABILITY AGENCY ADOPTING THE MEMORANDUM OF UNDERSTANDING WITH RESPECT TO THE**

PREPARATION OF A GROUNDWATER SUSTAINABILITY PLAN WITHIN THE MADERA SUBBASIN

C-5 A. Consideration of a Resolution of the City Council of the City of Madera Approving the Debt Management Policy (City)

B. Consideration of a Resolution of the Madera Public Financing Authority Approving the Debt Management Policy (MPFA) (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-5A, RES. NO. 17-163 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 17-163 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE DEBT MANAGEMENT POLICY

ON MOTION BY AUTHORITY MEMBER RIGBY, AND SECONDED BY AUTHORITY MEMBER OLIVER, ITEM C-5B, MPFA RES. NO. 17-03, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

MPFA RES. NO. 17-03 RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING THE DEBT MANAGEMENT POLICY

D. WRITTEN COMMUNICATIONS

D-1 Mid Valley Disposal Quarterly and Informational Report Regarding Solid Waste (Annette Kwock)

Annette Kwock with Mid Valley Disposal presented their first and second quarter reports which included an overview on commercial site visits, load checks, interaction and participation in the community, City clean up report, tonnage reports, frequently asked questions, upcoming events, and progress on implementing recycling services for businesses per CalRecycle's AB 341.

E. ADMINISTRATIVE REPORTS

E-1 City of Madera Transit Updates Following June 2017 Workshop (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented the report. The report included information on the FY 2016/17 budget, ridership, public outreach, college route expansion, transit fares, new transit facility, technology, partnership with Madera Unified for CNG fueling, and training for dispatch and drivers.

Recess 7:35 p.m. to 7:41 p.m.

E-2 Quarterly Budget Review and Expenditure Reduction Recommendations (Report by David Tooley)

City Administrator David Tooley and the Director of Financial Services Tim Przybyla presented the report.

COUNCIL MEMBER RIGBY MADE A MOTION TO ADOPT STAFF RECOMMENDATIONS FOR BUDGET REDUCTIONS AS OUTLINED IN THE REPORT TO COUNCIL, EXCLUDING THE MECHANIC III POSITION IN FLEET AND FACILITIES MAINTENANCE POSITION; AND REDUCE COUNCIL'S CONFERENCE BUDGET BY 50% FOR REMAINDER OF THE FISCAL YEAR. THE MOTION WAS SECONDED BY COUNCIL MEMBER RODRIGUEZ AND THE MOTION FOR ITEM E-2 PASSED BY A

ROLL CALL VOTE OF 4-3. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, RIGBY, FOLEY GALLEGOS. NOES: COUNCIL MEMBERS HOLLEY, OLIVER, ROBINSON.

F. COUNCIL REPORTS

Council Member Rodriguez reported that he received a call from one of his constituents requesting a four way stop or traffic signal on Almond and Granada.

Council Member Rodriguez announced that the Madera Leo Club is holding a talent show tomorrow. He added that today is also his birthday.

Council Member Oliver reported on his attendance at the Fillmore Neighborhood Watch annual block party.

Council Member Oliver reported on his attendance at the Madera County Farm Bureau annual meeting held in Chowchilla.

Council Member Robinson reported on his attendance at the League of Cities General Membership meeting. The program was on immigration and sanctuary cities.

Council Member Rigby reported on the collection of PODS showing up throughout the City and related Code Enforcement follow up with Fed Ex.

Council Member Holley shared that he was a judge at the Madera High School Homecoming Parade.

Mayor Medellin thanked his colleagues for sharing their support by wearing pink.

Mayor Medellin commended the Grant Administrator Ivette Iraheta on the Downtown Caltrans Planning Grant.

Mayor Medellin reported that attendance at the first meetings for neighborhood watch is up. He also commended the Police Department on their participation.

Mayor Medellin reported that he participated with SIU (Special Investigations Unit) in reading to a first-grade class.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:33 p.m. to discuss items G-2 and G-3 as listed on the agenda.

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

One case: MCA 1803, LLC, et al. v. City of Madera
MCV073252

G-3 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9 (d)(2) - 1 case

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 10:01 p.m. with all members present.

Item G-2 – No reportable action.

Item G-3 – The City Attorney announced that the Council unanimously voted to resolve the case for $8,253 to satisfy the claim.

ADJOURNMENT - The meeting was adjourned at 10:03 p.m. Next regular meeting 10/04/17.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

Sonia Alvarez

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	12/20/17
City Adopted:	12/05/18
MPFA Adopted	_____

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL And SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY CITY OF MADERA, CALIFORNIA

December 20, 2017
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 of the City of Madera was also called to order.

ROLL CALL: - Roll was called for all agencies.

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

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Dino Lawson, Lieutenant Gino Chiaramonte, Interim Division Fire Chief Matt Watson, and Battalion Chief Jim Forga.

INVOCATION: Pastor David Dougherty, Harvest Community Church

Pastor David Votaw of Harvest Community Church gave the invocation in place of Pastor Dougherty.

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

PUBLIC COMMENT:

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

Rachel Martin spoke on behalf of Sierra Valley Almonds. She distributed a timeline to the Council regarding water for the property located in the County. She expressed frustrations regarding the process that has been going on for a year.

Mark Turmon, owner of Sierra Valley Almonds, spoke regarding the investment they are making for their new plant. He expressed concerns regarding the run around they have been receiving over the last year from the City regarding permits.

Khalid Chaudhry, business owner in Madera, California, spoke regarding moral and technical mandate and advised that tiered water rates have been declared unconstitutional by the Supreme Court.

Rob Teran expressed safety concerns. He mentioned Maple Street, Stadium Road and Yosemite Avenue and asked that the City fix roads. He also had questions regarding bike lanes and his water bill.

Johanna Torres, resident of Madera, California, spoke regarding spending and that they keep in mind that this is a low-income community. She also referred to what's been on the news and asked that the Council agendize that.

Justin (last name not given) spoke regarding the need to educate the community on the effects of climate change.

Marylin Delejia thanked Mayor Medellin and Council Members Oliver and Rodriguez for meeting with Madera Votes. She asked that they keep in mind everything they discussed and that they hope to have future discussions.

Vickie Sloan, residing in Madera, California, expressed concerns regarding salaries; whether the Council had considered the individual who is willing to take on challenges of the City Administrator for a lower salary; that people are watching to see what they do; and the potential for a recall.

Gabriela Angeles spoke regarding salaries, growth in surrounding cities, the deficit and asked that they look at alternatives and do something about it.

Michelle Garcia, residing in Madera, California, agreed with the last speaker. She stated she is not in favor of excessive salaries when this town has nothing to offer. She wants change or will take it to the voting polls.

Jose Gomez, residing in Madera, California, stated he feels Madera should come first as a City. He loves the City and people here are amazing.

Mayor Medellin moved to the Housing Authority meeting (6:28 p.m. – 6:33 p.m.). The City Council and Madera Public Financing Authority joint meeting was called back to order at 6:33 p.m.

PRESENTATIONS – None.

INTRODUCTIONS – None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

No items were pulled from the consent calendar.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 3/15/17

B-2 Warrant Disbursement Report (Report by Tim Przybyla)

B-3 Bi-Weekly Water Conservation Report for 11/20/17 – 12/10/17 (Report by Dave Randall)

B-4 Consideration of a Resolution Accepting Grant Funding from Kaiser Foundation Hospitals (KFH) for the Madera Heal Zone III Project, Approving the Grant Agreement with KFH and Authorizing the City Administrator to Execute the Agreement and Related Documents on Behalf of the City; and

Consideration of a Resolution Amending the FY 2017 – 18 Parks and Community Services Budget to Recognize the Proceeds of the Grant and Appropriate Funds to Specified Accounts (Report by Mary Anne Seay)

RES. NO. 17-193 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING GRANT FUNDING FROM KAISER FOUNDATION HOSPITALS (KFH) FOR THE MADERA HEAL ZONE III PROJECT, APPROVING THE GRANT AGREEMENT WITH KFH AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY**

RES. NO. 17-194 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FY 2017-18 PARKS AND COMMUNITY SERVICES BUDGET TO RECOGNIZE THE PROCEEDS OF A KAISER FOUNDATION HOSPITALS GRANT AND TO APPROPRIATE FUNDS TO SPECIFIED ACCOUNTS**

B-5 Consideration of a Minute Order Approving Settlement of a Claim Filed with Nationwide Insurance Company for Property Damage (Report by Wendy Silva)

B-6 Consideration of a Minute Order Rejecting a Claim filed by Maribel Shaw (Report by Wendy Silva)

B-7 Consideration of a Minute Order Rejecting a Claim filed by F. Loduca Co. (Report by Wendy Silva)

B-8 Consideration of a Resolution Approving an Agreement between the City of Madera 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 Years 16/17, 17/18 and 18/19 and Authorizing the Mayor to Execute the Three-Year Agreement (Report by Tim Przybyla)

RES. NO. 17-195 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND THALES CONSULTING, INC. TO PREPARE AND FILE CITY'S FINANCIAL TRANSACTIONS REPORT, THE FINANCING AUTHORITY SPECIAL DISTRICT REPORT, AND THE ANNUAL TRANSIT REPORT FOR FISCAL YEARS 16/17, 17/18 AND 18/19 AND AUTHORIZING THE MAYOR TO EXECUTE THE THREE YEAR AGREEMENT**

B-9 Consideration of Resolution Approving a Grant of Easement Agreement with the County of Madera for an Easement Needed to Construct a Portion of the Gateway/UPRR Trail Undercrossing, Authorizing the Mayor to Sign the Agreement on Behalf of the City and

Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 17-196 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A GRANT OF EASEMENT AND AGREEMENT WITH THE COUNTY OF MADERA FOR AN EASEMENT NEEDED TO CONSTRUCT A PORTION OF THE GATEWAY/UPRR TRAIL UNDERCROSSING, AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-10 Consideration of a Resolution Approving a Lease Agreement with First Transit, Inc. for its Office at the Intermodal Facility and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Ivette Iraheta)

RES. NO. 17-197 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A LEASE WITH FIRST TRANSIT, INC. FOR ITS OFFICE AT THE INTERMODAL FACILITY**

B-11 Consideration of a Resolution Appointing Linda Clark, Cynthia Ortegon, and Alex Salazar as Members of the City of Madera Transit Advisory Board (Report by Ivette Iraheta)

RES. NO. 17-198 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING LINDA CLARK, CYNTHIA ORTEGON, AND ALEX SALAZAR AS MEMBERS OF THE CITY OF MADERA TRANSIT ADVISORY BOARD**

B-12 Consideration of a Resolution Approving a Contract with PredPol, Inc. to Provide Predictive Policing Crime Analytics Services and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves)

RES. NO. 17-199 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH PREDPOL, INC. TO PROVIDE PREDICTIVE POLICING CRIME ANALYTICS SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-13 Consideration of a Resolution Approving a Contract with Vigilant Solutions, LLC to Provide Automatic License Plate Reader Equipment, Data Collection and Software Access and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Brian Esteves)

RES. NO. 17-200 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH VIGILANT SOLUTIONS, LLC TO PROVIDE AUTOMATIC LICENSE PLATE READER SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-14 Consideration of a Resolution Approving the Award of Contract for E. Yosemite Avenue (SR 145) & Elm Avenue Traffic Signal Installation City Project No. TS 17-02, CDBG Project No. B17MC060053 (REBID) in the Amount of $516,310 to Bush Engineering, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management Contingencies of Up to 10% as Approved by the City Engineer, and

Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

RES. NO. 17-201 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR E. YOSEMITE AVENUE (SR 145) & ELM AVENUE TRAFFIC SIGNAL INSTALLATION CITY PROJECT NO. TS 17-02, CDBG PROJECT NO. 817MC060053 (REBID) IN THE AMOUNT OF $516,310 TO BUSH ENGINEERING, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-15 Consideration of a Resolution Approving the Award of Contract for Water Main Installations at Various Locations City Project No. W 16-03 to Emmett's Excavation Inc., Authorizing Construction Contingencies of Up to 10% as Approved by the City Engineer, Construction Management and Inspection Costs Up to 5% and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving Funding Amendments to the City of Madera Fiscal Year 2017/18 Capital Fund Budget for Water Main Installations at Various Locations City Project No. W 16-03 (Keith Helmuth)

RES. NO. 17-202 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR WATER MAIN INSTALLATIONS AT VARIOUS LOCATIONS CITY PROJECT NO. W 16-03, IN THE AMOUNT OF $671,037.00 TO EMMETT'S EXCAVATION INC., AND AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AS APPROVED BY THE CITY ENGINEER AND CONSTRUCTION MANAGEMENT AND INSPECTION COSTS UP TO 5% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

RES. NO. 17-203 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING FUNDING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2017/18 CAPITAL PROJECTS BUDGET FOR THE INSTALLATION OF WATER MAINS AT VARIOUS LOCATIONS PROJECT, CITY PROJECT NO. W 16-03**

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

C-1 Consideration of a Resolution of the Madera City Council Approving a Lease, a Sublease and an Assignment Agreement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Lease Financing
(City – Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report for items C-1 and C-2 concurrently due to related subject matter and action required by both agencies. Also presenting was Municipal Advisor Ken Dieker of Del Rio Advisors.

ON MOTION BY COUNCIL MEMBER RIGBY AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 17-204, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 17-204 **RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE, A SUBLEASE AND AN ASSIGNMENT AGREEMENT;**

AND AUTHORIZING EXECUTION OF DOCUMENTS AND THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE LEASE FINANCING

C-2 Consideration of a Resolution of the Madera Public Financing Authority Approving a Lease, a Sublease and an Assignment Agreement; and Authorizing Execution of Documents and the Taking of All Necessary Actions Relating to the Lease Financing (MPFA – Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented the report for items C-1 and C-2 concurrently due to related subject matter and action required by both agencies. Also presenting was Municipal Advisor Ken Dieker of Del Rio Advisors.

ON MOTION BY AUTHORITY MEMBER HOLLEY, AND SECONDED BY AUTHORITY MEMBER RODRIGUEZ, ITEM C-2, MPFA RES. NO. 17-04, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

MPFA RES. NO. 17-04 A MADERA PUBLIC FINANCING AUTHORITY RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE, A SUBLEASE AND AN ASSIGNMENT AGREEMENT; AND AUTHORIZING THE TAKING OF ALL NECESSARY ACTIONS RELATING TO THE LEASE FINANCING

D. WRITTEN COMMUNICATIONS

D-1 Request for Letter in Support of the San Joaquin Joint Powers Authority (SJJPA) and the San Joaquin Regional Rail Commission's (SJRRC) Transit and Intercity Rail Capital Program (TIRCP) Grant Application (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented the report. Dhillon Stone with Madera County Transportation Commission was also present to answer questions.

Members of the Council expressed concerns regarding the possible relocation of the Amtrak Station from Road 26 to Avenue 12 as part of the study and potential impact on future development in the City. The Council tabled the item until they have additional information. Mr. Stone offered to facilitate a workshop with Mr. Dan Leavitt of the San Joaquin Joint Powers Authority.

Gayle McIntyre, Eddie Block, April Molina, Al Galvez and Ed McIntyre spoke against moving the station.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Resolution Approving a Cooperative Agreement with the County of Madera and the City of Chowchilla to Facilitate Intergovernmental Collaboration to Benefit the Greater Madera County Area (Report by Sonia Alvarez)

Mayor Medellin provided background information on the potential collaboration between the agencies through the Cooperative Agreement.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM E-1, RES. NO. 17-205 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 17-205 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A COOPERATIVE AGREEMENT WITH THE COUNTY OF MADERA AND THE CITY OF CHOWCHILLA TO FACILITATE INTERGOVERNMENTAL COOPERATION TO BENEFIT THE GREATER MADERA COUNTY AREA

E-2 Discussion and Appointment of Interim City Administrator and Appointment of Ad Hoc Committee to Negotiate Terms and Conditions of Appointment (Report by Brent Richardson)

City Attorney Brent Richardson presented the report.

MAYOR MEDELLIN MADE A MOTION TO APPOINT THE CHIEF OF POLICE STEVE FRAZIER AS THE INTERIM CITY ADMINISTRATOR. THE MOTION WAS SECONDED BY COUNCIL MEMBER OLIVER AND PASSED UNANIMOUSLY BY A VOTE OF 7-0.

MAYOR MEDELLIN AND COUNCIL MEMBERS OLIVER AND RIGBY WERE APPOINTED TO SERVE ON THE AD HOC COMMITTEE.

F. COUNCIL REPORTS

Council Member Robinson reported on his attendance at the Pomona Ranch Ribbon Cutting.

Council Member Foley Gallegos announced that Fire Chief David Allen retired after 33 years.

Council Member Rigby reported on the Pomona Ranch Housing for homeless families, the success of the program, and thanked staff for adopting a family for the holiday.

Council Member Rigby referred to comments that they are a poor City and they are not. He also spoke regarding other comments that have been made that bring division to the City.

Council Member Rigby expressed his gratitude to Chief Frazier for his professionalism, for bringing in more officers with Measure K voted in by the voters, taking the position this evening, and for the Police Department's great work.

Council Member Rigby spoke regarding the success of grants obtained by the Parks and Community Services Department over time as well as other grants obtained by the City.

Council Member Rigby thanked former City Administrator David Tooley and expressed his appreciation for his leadership and a job well done including the Freedom Industrial Park.

Council Member Holley also thanked David Tooley who is a great friend.

Council Member Holley commented that it took an article in the paper for people to come, that the Council does not take this lightly, and if people don't vote then they have nothing to say. He also stated his appreciation to City staff.

Mayor Pro Tem Rodriguez commended Madera Votes for visiting with members of the Council separately and thanked them for keeping them accountable.

Mayor Pro Tem Rodriguez reported on his attendance at the Pomona grand opening and commended Council Member Rigby on the program.

Council Member Oliver stated he has the utmost confidence in Chief Frazier to lead the City. He also thanked staff and encouraged them to stay focused.

Council Member Oliver reported that there is potential grant funding to become available through SB1. He commended the Grant Administrator Ivette Iraheta and her staff for working with other agencies on the Sustainable Communities Grant for downtown.

Mayor Medellin welcomed input from the public. He stated that they are transparent and open to ideas and suggestions. He encouraged people to come to City Hall and express their concerns.

Mayor Medellin reported on his attendance at Pomona Ranch. He also recognized his mother Marge Medellin who is attending this evening and shared that she was part of a team in the late 70's/early 80's where the land for Pomona Ranch was donated.

Members of the Council wished all happy holidays.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:19 p.m. to discuss items G-2 and G-3 as listed on the agenda.

G-2 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2): 1 case

G-3 Public Employee Discipline/Dismissal/Release - Pursuant to Government Code §54957

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 8:32 p.m. with all members present.

Item G-2 - No reportable action.

Item G-3 - The Council unanimously approved an agreement concerning resignation for purposes of retirement for the Executive Director of the Successor Agency to the Former Redevelopment Agency.

ADJOURNMENT - The meeting was adjourned at 8:33 p.m. Next regular meeting January 3, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

Sonia Alvarez

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	07/05/18
City Adopted:	07/18/18
MPFA Adopted:	_____

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL,

SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY, AND

SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY

CITY OF MADERA, CALIFORNIA

Thursday, July 5, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The joint meeting was called to order at 6:00 p.m.

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

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, and Division Fire Chief Matt Watson.

INVOCATION: Hannah Cunnings, Believers Church of Madera

Ms. Cunnings, representing Teach One to Lead One, gave the invocation.

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

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council/Authority on items which are within the subject matter jurisdiction of the Council/Authority. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor/Chairperson 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/Authority 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/Authority does not respond to public comment at this time.

Mayor/Chairperson Medellin opened public comment.

Katie Sierra and Kathleen Sierra, residing in Madera, California, shared concerns regarding the lack of animal control and that it is not adequately staffed. They shared that Katie was recently bitten by a dog while at her mom Kathleen's house.

Eddie Block, residing in Madera, California, invited everyone to attend the Elks Lodge Casino Night scheduled August 3, 2018 and he has tickets. He also invited all to the VA (Veteran's Affairs) Hospital this Saturday where the Elk's will be serving a tri tip lunch to the Veterans. He also shared concerns regarding illegal fireworks.

Mayor/Chairperson Medellin closed public comment.

A. WORKSHOP

1. **Presentation on Madera County Library Improvements** (Patrick Fitzgerald, County Librarian)

Maria Miranda with County Administration General Services Division and County Librarian Patrick Fitzgerald provided an overview of the improvements coming to the main library due in part to the City's annual contribution to library operations.

2. **Recognize Charles Rigby - Housing Authority Chairperson of the Year Awarded by the Pacific Southwest Regional Council of NAHRO (National Association of Housing and Redevelopment Officials)**

Housing Authority Chairperson Will Oliver recognized Housing Authority Commissioner Charles Rigby as the 2017 recipient of the Chairperson of the Year awarded by the Pacific Southwest Regional Council of NAHRO for his efforts in the Transitional Homeless Housing Program at Pomona Ranch. Housing Authority Executive Director Linda Shaw was also present.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council/Authority Member Oliver requested item B-4 pulled for discussion.

Mayor Pro Tem/Authority Member Rodriguez requested items B-9 and B-10 pulled for discussion.

Council/Authority Member Foley Gallegos requested item B-11 pulled for discussion.

ON MOTION BY COUNCIL/AUTHORITY MEMBER RIGBY, AND SECONDED BY COUNCIL/AUTHORITY MEMBER FOLEY GALLEGOS, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-4, B-9, B-10 AND B-11, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 07/05/17, 06/20/18

B-2 Warrant Disbursement Report 6/12/18 – 6/25/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for May 21st through June 17th (Report by John Scarborough)

B-4 Consideration of a Resolution Approving the Award of Contract for Reclamite Application on Various City Streets, City Project No. R-74, in the Amount of $192,191.56 to Telfer Pavement Technologies, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspections and Construction Management Up to 8% as Approved by the City

Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth) *[Item pulled for discussion.]*

B-5 Consideration of a Minute Order Accepting the 2017 Water Meter Project, City Project No. W 17-01, Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-6 Informational Report on Personnel Activity (Report by Wendy Silva)

B-7 Consideration of a Resolution Approving the Submission of a Grant Application to the California Department of Transportation Active Transportation Program and Authorizing the City Administrator, or Designee, to Execute All Required Grant Documents (Report by Ivette Iraheta)

RES. NO. 18-123 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION ACTIVE TRANSPORTATION PROGRAM AND AUTHORIZING THE CITY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE ALL REQUIRED GRANT DOCUMENTS

B-8 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Electing Officers (MPFA - Report by Brent Richardson)

MPFA RES. NO. 18-02 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY ELECTING OFFICERS

B-9 Consideration of a Resolution of the City Council of the City of Madera Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Mayor to Execute the Documents on Behalf of the City of Madera (City - Report by Brent Richardson) *[Item pulled for discussion.]*

B-10 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Chairperson to Execute the Documents on Behalf of the Authority (MPFA - Report by Brent Richardson) *[Item pulled for discussion.]*

B-11 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth through the Career Education and Exploration Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Authorizing the Impacted Department Director to Execute Individual Worksite Agreements for Program Participants (Report by Mary Anne Seay) *[Item pulled for discussion.]*

CONSENT CALENDAR ITEMS PULLED FOR DISCUSSION

B-4 Consideration of a Resolution Approving the Award of Contract for Reclamite Application on Various City Streets, City Project No. R-74, in the Amount of $192,191.56 to Telfer Pavement Technologies, Inc., Authorizing Construction Contingencies of Up to 10%, Construction Inspections and Construction Management Up to 8% as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

City Engineer Keith Helmuth addressed Council Member Oliver's questions/comments regarding add alternates, bids received, and awards to local contractors.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM B-4, RES. NO. 18-122 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-122 **A RESOLUTION APPROVING THE AWARD OF CONTRACT FOR RECLAMITE APPLICATION ON VARIOUS CITY STREETS, CITY PROJECT NO. R-74, IN THE AMOUNT OF $192,191.56 TO TELFER PAVEMENT TECHNOLOGIES, INC., AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10%, CONSTRUCTION INSPECTIONS AND CONSTRUCTION MANAGEMENT UP TO 8% AS APPROVED BY THE CITY ENGINEER AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY**

B-9 Consideration of a Resolution of the City Council of the City of Madera Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Mayor to Execute the Documents on Behalf of the City of Madera (City - Report by Brent Richardson)

B-10 Consideration of a Resolution of the Board of Directors of the Madera Public Financing Authority Approving Documents Necessary for Participating in the Voluntary Closing Agreement Program (VCAP) with the IRS Relative to the Madera Public Financing Authority 1993 Variable Rate Demand Bonds and Authorizing the Chairperson to Execute the Documents on Behalf of the Authority (MPFA - Report by Brent Richardson)

City Attorney Brent Richardson addressed Mayor Pro Tem/Authority Member Rodriguez's questions/comments relative to fees paid to IRS and firm for items B-9 and B-10.

ON MOTION BY COUNCIL/AUTHORITY MEMBER RIGBY, AND SECONDED BY COUNCIL/AUTHORITY MEMBER OLIVER, ITEMS B-9 AND B-10, RES. NO. 18-124 AND MPFA RES. NO. 18-03, WERE ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-124 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING DOCUMENTS NECESSARY FOR PARTICIPATING IN THE VOLUNTARY CLOSING AGREEMENT PROGRAM (VCAP) WITH THE IRS RELATIVE TO THE MADERA PUBLIC FINANCING AUTHORITY 1993 VARIABLE RATE DEMAND BONDS AND AUTHORIZING THE MAYOR TO EXECUTE THE DOCUMENTS ON BEHALF OF THE CITY OF MADERA**

MPFA RES. NO. 18-03 **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING DOCUMENTS NECESSARY FOR PARTICIPATING IN THE VOLUNTARY CLOSING AGREEMENT PROGRAM (VCAP) WITH THE IRS RELATIVE TO THE MADERA PUBLIC FINANCING AUTHORITY 1993 VARIABLE RATE DEMAND BONDS AND AUTHORIZING THE CHAIRPERSON TO EXECUTE THE DOCUMENTS ON BEHALF OF THE AUTHORITY**

B-11 Consideration of a Resolution Approving an Agreement with the Kings View Skills4Success Program to Provide Paid Work Experience for Madera Youth through the Career Education and Exploration Program and Authorizing the Mayor to Execute the Agreement on Behalf of the City and Authorizing the Impacted Department Director to Execute Individual Worksite Agreements for Program Participants (Report by Mary Anne Seay)

At the request of Council Member Foley Gallegos, the Director of Parks and Community Services Mary Anne Seay provided an overview of the program for the benefit of the public.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM B-11, RES. NO. 18-125 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-125 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH KINGS VIEW SKILLS4SUCCESS PROGRAM TO PROVIDE PAID WORK EXPERIENCE FOR MADERA YOUTH THROUGH THE CAREER EDUCATION AND EXPLORATION PROGRAM AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY AND AUTHORIZING THE IMPACTED DEPARTMENT DIRECTOR TO EXECUTE INDIVIDUAL WORKSITE AGREEMENTS FOR PROGRAM PARTICIPANTS**

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

C-1 Public Hearing and Consideration of a Resolution Adopting the City of Madera Budget, Capital Improvement Program (CIP), Master Fee Schedule and Master Penalty Schedule for Fiscal Year 2018/2019 (Report by Tim Przybyla)

City Administrator Steve Frazier and Director of Financial Services Tim Przybyla presented the report, which included an overview of the proposed budget, discussion on approving the budget with the projected deficit, filling the positions previously frozen and the addition of a Senior Planner.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

DJ Becker, representing the Friends of the Madera Animal Shelter (FMAS), spoke later in the meeting after the public hearing had been closed regarding animal issues, public safety and related public education.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY MAYOR PRO TEM RODRIGUEZ, ITEM C-1, RES. NO. 18-126, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-126 **RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA FOR THE FISCAL YEAR JULY 1, 2018 THROUGH JUNE 30, 2019 IN THE AMOUNT OF $93,076,188, THE FIVE YEAR CAPITAL IMPROVEMENT PROGRAM, THE MASTER PENALTY SCHEDULE AND UPDATING THE MASTER FEE SCHEDULE**

C-2 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 3.57 Acres Located Approximately 600 feet North of the Northeast Corner of the Intersection of Adelaide Avenue and Sunrise Avenue from the R1 (Low Density Residential) Zone District to the PD-6000 (Planned Development) Zone District (Report by Chris Boyle)

Planning Manager Chris Boyle presented the report.

Mayor Medellin opened the public hearing. No comments were made and Mayor Medellin closed the public hearing.

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

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO ORD. **INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 3.57 ACRES OF PROPERTY (APN: 008-102-003, 008-102-007 AND 008-102-008), LOCATED APPROXIMATELY 600 FEET NORTH OF THE NORTHEAST CORNER OF THE INTERSECTION OF SUNRISE AVENUE AND ADELAIDE AVENUE, FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT**

C-3 Consideration of a Resolution Setting the Monthly Health Benefit Allowance for the City Council of the City of Madera (Report by Wendy Silva)

Director of Human Resources Wendy Silva presented the report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-3, RES. NO. 18-127, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-127 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE MONTHLY HEALTH BENEFIT ALLOWANCE FOR THE CITY COUNCIL**

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Request to Appoint a Council Ad-Hoc Committee to Work with Staff to Discuss and Evaluate Policies and Business Development Opportunities Related to the Cannabis Industry as Necessary (Report by Steve Frazier)

City Administrator Steve Frazier presented the report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, THE MOTION TO APPOINT MAYOR MEDELLIN AND MAYOR PRO TEM RODRIGUEZ TO SERVE ON THE AD HOC COMMITTEE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the Sustainable Groundwater Management meeting.

Council Member Robinson reported that he attended the Citizen Advisory Committee for Valley State Prison and the California Women's Facility. Discussion included an interest in participating in the Neighborhood Watch Program.

Council Member Foley Gallegos commended the Interim Public Works Director John Scarborough for working with the Mosquito Abatement Team on a collaborative program and thanked staff for repainting the shark's teeth at school crossing.

Council Member Foley Gallegos commended Chief of Police Lawson regarding the department efforts against illegal fireworks.

Council Member Foley Gallegos reported that Cold Stone had a great turnout at their grand opening.

Council Member Rigby also commended the Police Department for their efforts against illegal fireworks. He also thanked Parks staff for taking calls from the public regarding the cancelled fireworks show and offered praise for the awesome summer programs.

Council Member Holley stated he heard fireworks all night and commended the Police Department for their efforts as well.

Council Member Holley reported that he's lost two of his key principals and two vice-principals in his district.

Council Member Holley commented that as Council people they need to watch their actions because they never know who is watching them.

Mayor Pro Tem Rodriguez reported that he was on a plane on the 4th and was able to see some of the fireworks shows. He also commended the Police Department on their efforts with the fireworks.

Council Member Oliver thanked staff on the development of the budget.

Council Member Oliver thanked the Parks and Community Services Director Mary Anne Seay and the City Engineer Keith Helmuth for providing updates on his constituent calls.

Council Member Oliver invited everyone to attend the Madera Special Needs Sports Program Super Hero Dance scheduled July 14th at the John Wells Youth Center.

Mayor Medellin reported that he, as well as Council Member Foley Gallegos, attended the Business Watch meeting at Lowes. He thanked Office Juarez for getting that off the ground.

Mayor Medellin reminded Council that the Intergovernmental meeting will be held around September and the City is hosting. He also reported that the Steering Committee met last week and they discussed homelessness, economic development for the County and transportation along the 99 corridor.

Mayor Medellin also thanked the Police Department for their efforts on the 4th of July. He also credits Measure K which makes it possible for those additional officers.

Mayor Medellin acknowledged the stories run by Channel 30 on the Police 4th of July enforcement and the City's Business Incentive Program. He thanked Council Members Rigby and Oliver, and Mayor Pro Tem Rodriguez for their part in the program.

Mayor Medellin thanked the Parks and Community Services Director and her staff for the follow up on landscape median concerns from the public and their work on the medians.

Mayor Medellin recognized Joseph Carrello for his work in developing the City's videos.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:23 p.m. to discuss items G-2 and G-3 as listed on the agenda.

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations:

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

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

G-3 **Conference with Legal Counsel** – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: MCA 1803, LLC, et al. v. City of Madera
MCV073252

G-4 **Closed Session Report** – City Attorney

The Council returned from closed session at 9:32 p.m. with all members present.

There was no reportable action for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 9:33 p.m. Next regular meeting July 18, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

Sonia Alvarez
SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	04/03/19
City Adopted:	06/05/19
MPFA Adopted:	_____

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL;
SPECIAL MEETING OF THE MADERA CITY COUNCIL AS THE GROUNDWATER SUSTAINABILITY AGENCY;
AND SPECIAL MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

April 3, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Eileen O'Hare Anderson (Liebert Cassidy Whitmore), Interim City Clerk Claudia Mendoza, Human Resources Director Wendy Silva, Director of Financial Services Tim Przybyla, Chief of Police Dino Lawson, City Engineer Keith Helmuth, Information Services Manager Mark Souders, Public Works Operations Director John Scarborough, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Acting Planning Manager Chris Boyle, and Commander Gino Chiaramonte.

INVOCATION: Pastor Joyce Lane of Glory of Zion

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Roseanne Bonilla resigned from the Beautification Committee because former Parks Director contract was not renewed.

Dynette Fernandez resigned from the Beautification Committee due to Parks Director contract not being renewed.

Kristy Anderson resigned from the Beautification Committee due to Parks Director contract not being renewed.

Ron Montoya thanked City for fixing wall at Olive and Knox and city-wide cleanup. He also acknowledged and appreciates the Police presence. On Sunday night they lost another cat. Mr. Montoya stated that it is not okay for the Mayor to owe so much money in tax liens.

Khalid Chaudry thanked City Council for removing two of the overpaid department heads. The residents are pleased. He also discussed health insurance premiums received by Mayor and one other council member.

April Molina stated that she attended March 25, 2019 meeting and expressed disappointment on remarks made by Council Member Rodriguez and Council Member Garcia about Item E-1 and the report given by Madera County Economic Development Commission Bobby Kahn.

No other comments given.

PRESENTATIONS

Mayor indicated that Presentation 2 would be heard first in this section.

1. Recognition of the Madera South High School Soccer Team

Mayor Medellin presented the Madera Sough High School Soccer Team with Certificates of Recognition, personalized banner and soccer ball with City logo.

2. Presentation on Partnership with Madera District Fair (Tom Mitchell, CEO)

This item was presented before Presentation 1.

Tom Mitchell with Madera District Fair provided information about their partnership with Parks Department. Mr. Mitchell also provided the City Council with upcoming events.

3. Oath of Office - City-Wide Madera Youth Commission (Katrina Ruiz)

Katrina Ruiz provided information about the Youth Leadership Institute (YLI). The Commission brings youth to the table and works to institutionalize youth voice in the decision-making process.

City Clerk gave Oath of Office to Youth Leadership Institute Commissioners.

INTRODUCTIONS None.

A. **WORKSHOP** None.

B. **CONSENT CALENDAR**

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – No Minutes for Consideration

B-2 Warrant Disbursement Report (Report by Tim Przybyla)

B-3 Water Conservation Report for 02/18/19 – 03/17/19 (Report by John Scarborough)

B-4 Informational Report on Personnel Activity (Report by Wendy Silva)

B-5 Consideration of Resolution Recognizing the Importance of the 2020 U.S. Census and Helping to Ensure a Complete, Fair, and Accurate Count of All Californians (Report by Christopher Boyle)

RES. NO. 19-57 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA TO SUPPORT THE 2020 U.S. CENSUS AND HELPING TO ENSURE A COMPLETE, FAIR, AND ACCURATE COUNT OF ALL CALIFORNIANS.**

B-6 Consideration of a Minute Order Authorizing the Mayor to Execute the Partial Proof of Loss for Reimbursement for Estimated Fire Repairs Totaling $178,224.85 to 5 East Yosemite (Report by Wendy Silva)

B-7 Consideration of a Resolution Authorizing Submittal of Application(s) for CalRecycle Local Government Waste Tire Amnesty Grants for a Period of Five (5) Years (Report by Brian Esteves)

RES NO. 19-58 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING SUBMITTAL OF APPLICATION(S) FOR CALRECYLE LOCAL GOVERNMENT WASTE TIRE AMNESTY GRANTS FOR A PERIOD OF FIVE YEARS.**

B-8 Consideration of a Resolution of the Governing Board of the Madera Public Financing Authority (MPFA) Establishing Regular Meeting Dates (Report by Tim Przybyla)

MPFA RES. 19-01 **A RESOLUTION OF THE GOVERNING BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY ESTABLISHING REGULAR MEETING DATES.**

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

C-1 Public Hearing to Consider the Block Grant Commission's Community Development Block Grant Recommendations for the 2019/2020 Action Plan and Request for Council to Approve the Allocations (Report by Ivette Iraheta)

The report was presented by Grants Administrator Ivette Iraheta and Block Grant Commission's Chair, Mr. Ken Hutchings. They provided the City Council with an overview of how the commission arrived at their allocation recommendations. Mr. Hutchings also stated that the commission may have recommended different allocations based on the letter received from HUD after commission meeting.

Following discussion, Council consensus was reached to table item C-1 due to the late distribution letter received. Item will be brought back at May 1, 2019 meeting.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, TO TABLE ITEM C-1 UNTIL REGULAR MEETING OF MAY 1, 2019 WAS APPROVED BY A VOTE OF 5-2. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ ROBINSON; NOES: 0; ABSENT: 0; ABSTAIN: COUNCIL MEMBERS GARCIA AND HOLLEY.

C-2 Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, City Engineer, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources; and

Consideration of a Resolution Setting the Assigned Salary Range for the Position of City Engineer (Report by Wendy Silva)

The report was presented by City Manager Arnoldo Rodriguez.

Announcement made by Mayor Medellin:
Pursuant to Government Code§ 54953 (c) (3), prior to taking action on this item, if approved, the proposed Employment Agreements for the listed positions will modify the offered benefit package, most notably as it relates to the type and amount of paid leave available, reduce the annual leave cash-out provision, eliminate management incentive pay, reduce sick leave cash-out at separation, eliminate automobile allowances, and eliminate City-paid medical insurance in retirement for individuals who do not already have more than fifteen years of City service. The action will also modify the assigned salary ranges for the positions of City Engineer.

Council Member Garcia stated that he felt the salary cuts did not go far enough.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2, RES. NO. 19-59, WAS ADOPTED BY A ROLL CALL VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND HOLLEY; NOES: COUNCIL MEMBER GARCIA; ABSENT: 0; ABSTAIN: 0.

RES. NO. 19-59 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING EMPLOYMENT AGREEMENTS WITH THE GRANT ADMINISTRATOR, CITY ENGINEER, CHIEF OF POLICE, CHIEF BUILDING OFFICIAL, INFORMATION SERVICES MANAGER, DIRECTOR OF FINANCIAL SERVICES, AND DIRECTOR OF

HUMAN RESOURCES AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 19-60, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-60 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE ASSIGNED SALARY RANGE FOR THE POSITION OF CITY ENGINEER.**

C-3 Consideration of a Resolution Amending the City Manager's Employment Agreement (Report by Wendy Silva)

The report was presented by City Manager Arnoldo Rodriguez.

No questions or comments were offered.

Announcement made by Mayor Medellin:
Pursuant to Government Code§ 54953 (c) (3), prior to taking action on this item, if approved, the proposed amendment to the City Manager's Employment Agreement will stop his monthly automobile allowance.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-3, RES. NO. 19-61, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-61 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO THE CITY MANAGER'S AT-WILL EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.**

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving the Madera County Economic Development Commission 2019/2020 Annual Basic Service Level Budget (Report by Bobby Kahn)

Executive Director of Madera County Economic Development Commission Bobby Kahn presented budget to City Council.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GARCIA, AND SECONDED BY COUNCIL MEMBER GALLEGOS, MINUTE ORDER FOR ITEM E-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

E-2 Mid-Year Operational Budget Report and Consideration of a Resolution Authorizing and Approving Amendments to the City's Fiscal Year (FY) 2018/2019 (18/19) Budget (Report by Tim Przybyla)

Following discussion, Council consensus was reached to table item E-2. Item will be brought back at the April 10, 2019 Special City Council Meeting.

ON MOTION BY COUNCIL MEMBER GARCIA, AND SECONDED BY COUNCIL MEMBER GALLEGOS, TO TABLE ITEM E-2 UNTIL SPECIAL MEETING OF APRIL 10, 2019 WAS APPROVED BY A VOTE. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA; NOES: NONE; ABSENT: COUNCIL MEMBER HOLLEY; ABSTAIN: 0.

E-3 Discussion and Direction from the City Council as to the Type of Sale and Term of the Proposed Lease Revenue Bonds to Finance the Fire Station Project (Report by Tim Przybyla)

Item E-3 was reported earlier in the meeting immediately following Item C-1 of the agenda.

The report was presented by the Director of Financial Services Tim Przybyla and the City's Municipal Advisor Ken Dieker of Del Rio Advisors.

Following discussion, Council consensus was to move forward with proposed lease revenue bonds.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, TO MOVE FORWARD WITH PROPOSED LEASE REVENUE BONDS TO FINANCE FIRE STATION PROJECT, WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

No reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 11:04 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez & Wendy Silva
Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-3 Conference with Legal Counsel - Existing Litigation. Subdivision (d)(1) of Government Code §54956.9 One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-4: Property: 2 Parcels
City of Madera
APNs: 009-331-010 and 011 (Freedom Industrial Park)
Agency Negotiator(s): Arnoldo Rodriguez

Negotiating Party: TranPak, Inc
Under Negotiations: Price and Terms

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:56 p.m. with Council Members Medellin, Montes, Gallegos, Rodriguez, Robinson, and Garcia. Council Member Holley left at 11:00 p.m.

There was no reportable action for items G-2 through G-4.

ADJOURNMENT - The meeting was adjourned at 11:58 p.m. Next regular meeting April 17, 2019.

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.

Claudia Mendoza
CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	04/17/19
City Adopted:	06/19/19
MPFA Adopted:	_____

REGULAR MEETING OF THE MADERA CITY COUNCIL
AND
REGULAR MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

April 17, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **Council Member/Vice-Chairperson Jose Rodriguez, District 2**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Hilda Montoy Cantu, Interim City Clerk Claudia Mendoza, Director of Financial Services Tim Przybyla, Chief of Police Dino Lawson, Human Resources Director Wendy Silva, City Engineer Keith Helmuth, Information Systems Manager Mark Souders, Commander Gino Chiaramonte, Division Fire Chief Matt Watson, Battalion Chief James Forga, Interim Planning Manager Chris Boyle, Lieutenant Brian Esteves, Public Works Administrative Analyst Mary Church, Police Office Supervisor Tanya Riviere, Detective Heath Middleton, Detective John Rosel, Grants Administrator Jorge Rojas, and Engineering Project Manager Frank Holguin.

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Khalid Chaudry expressed his concerns with City employee's pension.

Bill Hawfords announced third fly in event on May 11, 2019.

PRESENTATIONS

1. Presentation by Kevin Hamilton, CEO of the Central California Asthma Collaborative, About Their Asthma Impact Model Program and its Genesis as the Madera County Public Health Department's MATH Program

Kevin Hamilton with Central California Asthma Collaborative presented their Asthma Impact Model Program. He discussed:

- The health toll asthma has.
- Lifetime asthma prevalence rates for school aged children (5 – 17).
- Asthma triggers and recommendations for remediation.
- Asthma in seniors.
- Asthma Impact Model (AIM).

2. Proclamation Recognizing Relay for Life

Mayor Medellin presented a proclamation to Charlotte Brewer of Madera Relay for Life.

Charlotte Brewer stated that this year's theme is May the Fourth Be with You. Their fundraising goal is $100,000.

3. Budget Process and Document Review (Presentation by Bill Statler)

Consultant Bill Statler presented the budget review with his findings and recommendations for internal and external processes.

Discussion followed.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Measure K Workshop (Presentation by Brian Esteves)

Lieutenant Brian Esteves and Division Fire Chief Matt Watson provided City Council a status on the Measure K year to date revenue and expenses. They discussed personnel costs, maintenance and operations, and facilities and improvements.

A-2 911 Upgrade (Presentation by Tanya Riviere)

Police Department Office Supervisor Tanya Riviere and Commander Gino Chiaramonte presented background, overview of the current 911 system and the proposed new Motorola NG911 system; overview of California Core Services, Measure K funding, and cost savings.

Interim City Clerk made late distribution announcement: Pursuant to Government Code Section 5497, members of the public are advised that documents related to agenda item B-4 was distributed to the Council after the agenda packet was finalized. Extra copies of this item are available at the podium for members of the public wishing to receive a copy.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Garcia pulled item B-2 for discussion.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-2, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – No Minutes for Consideration

B-2 Warrant Disbursement Report (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla, Grants Manager Jorge Rojas and Mary Church addressed Council Member Garcia's questions.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-2, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-3 Consideration of a Resolution Amending the City of Madera Classification Plan to Update the City Clerk Job Description (Report by Wendy Silva)

RES. NO. 19-63 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN TO UPDATE THE CITY CLERK JOB DESCRIPTION

B-4 Informational Report on Contract Legal Service Expenditures for City Attorney Services (Report by Wendy Silva)

B-5 Consideration of a Resolution Accepting Public Utility Easement Deed, Located at the Southeast Corner of Linden Street and West Park Drive, Offered by Ivan and Dina Cloeters, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Keith Helmuth)

RES. NO. 19-64 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA ACCEPTING PUBLIC UTILITY EASEMENT DEED, LOCATED AT THE SOUTHEAST CORNER OF LINDEN STREET AND WEST PARK DRIVE, OFFERED BY IVAN AND DINA CLOETERS, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-6 Letter to the San Joaquin Valley Air Pollution Control District (Air District) requesting reinstatement of the Public Benefit Grant Program (PBGP) funding for Affordable Housing Sustainable Communities (AHSC) projects (Report by Chris Boyle)

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

C-1 A) Resolution of the Board of Directors of the Madera Public Financing Authority (MPFA) Approving the Forms of and Authorizing Execution and Delivery of Site Lease, A Facilities Lease, and a Trust Agreement; Authorizing the Issuance of Series 2019 Bonds in an Amount Not to Exceed $5 million; and Approving Other Actions Related to the Madera Public Financing Authority Lease Revenue Bonds, Series 2019 (MPFA Action)

B) Resolution of the City Council of the City of Madera Approving the Issuance by the Madera Public Financing Authority of the Authority's Lease Revenue Bonds, Series 2019; in an Amount Not to Exceed $5 Million; Approving the Forms of and Authorizing Execution and Delivery of a Facilities Lease, a Site Lease, and Related Documents; and Authorizing Related Actions (City Council Action) (Report by Tim Przybyla)

The report was presented by Director of Finance Tim Przybyla and consultant Ken Dieker of Del Rio Advisors.

Interim City Attorney Hilda Montoy recommended that the resolution of the City Council be adopted prior to the resolution for the Madera Public Financing Authority. The Mayor concurred.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1(B), RES. NO. 19-65, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-65 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE ISSUANCE BY THE MADERA PUBLIC FINANCING AUTHORITY OF THE AUTHORITY'S LEASE REVENUE BONDS, SERIES 2019, IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS; APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A FACILITIES LEASE, SITE LEASE, AND RELATED DOCUMENTS; AND AUTHORIZING NECESSARY RELATED ACTIONS

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1(A), MPFA RES. NO. 19-02, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

MPFA RES. 19-02 RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING THE FORMS OF AND AUTHORIZING EXECUTION AND DELIVERY OF A SITE LEASE, A FACILITIES LEASE, A CONTRACT OF PURCHASE, AND A TRUST AGREEMENT; AUTHORIZING THE ISSUANCE OF SERIES 2019 BONDS IN AN AMOUNT NOT TO EXCEED FIVE MILLION DOLLARS; AND APPROVING OTHER ACTIONS RELATED TO THE MADERA PUBLIC FINANCING AUTHORITY LEASE REVENUE BONDS, SERIES 2019

C-2 Consideration of a Resolution Authorizing Reallocating a Housing Related Parks Program Grant in the Amount of $134,571 and Submittal of Grant Amendment to State (Ivette Iraheta)

The report was presented by Director of Finance Tim Przybyla.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 19-66, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-66 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING REALLOCATION OF A HOUSING RELATED PARKS PROGRAM GRANT IN THE AMOUNT OF $134,571 AND SUBMITTAL OF GRANT AMENDMENT TO THE STATE**

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

Items E-1 and E-2 were combined.

E-1 Status Report on City Clerk Recruitment and Request to Set Dates for Both Applicant Selection and Interviews (Report by Wendy Silva)

E-2 Status Report on City Attorney Recruitment and Request for Proposals to Provide Legal Services, and Request to Set Dates for Candidate Selection and Interviews (Report by Wendy Silva)

The report was presented by Human Resources Director Wendy Silva.

Interim City Attorney Montoy recused herself as it may be a conflict of interest.

After discussion, the Council provided direction regarding the interviews for the City Attorney and City Clerk positions:

City Attorney Position

- Review proposals and award agreement for interim legal services on May 15, 2019.
- June 12, 2019 review applications and interview selections.
- June 22, 2019 interview candidates.

City Clerk

- June 12, 2019 review applications and interview selections.
- June 22, 2019 interview candidates.

E-3 Request for City Council Direction Regarding Operation and Management Lease Agreement with SGM Inc. dba Sierra Golf Management Inc. Regarding Renewal Options for the Madera Municipal Golf Course Operations (Report by John Scarborough)

The report was presented by Public Works Administrative Analyst Mary Church and City Manager Arnoldo Rodriguez.

Council provided direction regarding the lease agreement for the Madera Municipal Golf Course:

- Letter of intent to negotiate with open ended term with SGM Inc, DBA Sierra Golf Management.
- Ad Hoc committee to participate in contract negotiations Mayor Medellin and Council Member Rodriguez.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM E-3, LETTER OF INTENT TO NEGOTIATE WITH SGM INC., DBA SIERRA GOLF MANAGEMENT WAS APPROVED UNAMIOUSLY BY A VOTE OF 7-0.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, ITEM E-3, CREATION OF AD HOC COMMITTEE TO PARTICIPATE IN NEGOTIATIONS WAS APPROVED BY A VOTE OF 4-3. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS AND RODRIGUEZ; NOES: COUNCIL MEMBERS ROBINSON, GARCIA AND HOLLEY; ABSENT: 0; ABSTAIN: 0.

E-4 Acceptance of the Audited Financial Statements for the Fiscal Year ended June 30, 2018 (Report by Tim Przybyla)

Director of Finance Tim Przybyla and Fausto Hinojosa with Price Paige & Company presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-4 ACCEPTING THE AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR ENDED JUNE 30, 2018 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended a couple of workshops in April with Tim Przybyla discussing CalPers.

Council Member Gallegos thanked Madera Police Officer's Association and Chief of Police for participating with the Madera Evening Lions Fundraiser. Lunch with the Chief of Police went for $2,000.00.

Council Member Holley reported he will be out of town May 1, 2019 – May 23, 2019.

Council Member Rodriguez reported he and Council Member Gallegos traveled to Washington D.C. on behalf of the Housing Authority.

Mayor Pro Tem Montes thanked Madera Police Department for meeting with him last week, it was beneficial.

Mayor Medellin reported that he and Council Member Rodriguez attended the Madera County Transportation Meeting today. During this meeting they discussed the annual unmet transit needs.

Mayor Medellin reported that yesterday they joined the Madera County Library to see the renovation.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 10:14 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Legal Counsel – Existing Litigation
Government Code Section 54956.9
Name of Case: MCA 1803, LLC v. City of Madera, Madera County Superior Court Case No. MCV073252

G-3: Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Property:	2 Parcels
City of Madera	APNs: 009-331-010 and 011 (Freedom Industrial Park)
Agency Negotiator(s):	Arnoldo Rodriguez
Negotiating Party:	TranPak, Inc
Under Negotiations:	Price and Terms

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 11:00 p.m. with all Council Members present.

There was no reportable action for items G-2 through G-4.

ADJOURNMENT - The meeting was adjourned at 11:00 p.m. Next regular meeting May 1, 2019.

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.

Claudia Mendoza
CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	05/01/19
City Adopted:	06/19/19
MPFA Adopted:	_____

REGULAR MEETING OF THE MADERA CITY COUNCIL
AND
REGULAR MEETING OF THE MADERA PUBLIC FINANCING AUTHORITY

May 1, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Temporary City Attorney Hilda Montoy Cantu, Interim City Clerk Claudia Mendoza, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Commander Gino Chiaramonte, Division Fire Chief Matt Watson, Battalion Chief James Forga, Interim Planning Manager Chris Boyle, Grants Manager Ivette Iraheta, Grants Specialist Michelle Avalos, Community Services Program Coordinator, Corinne Long-Folk, Engineering Project Manager Frank Holguin, and Assistant Engineer Victor Aldama.

INVOCATION: Council Member Holley

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Ron Montoya discussed breeding Pitbulls. He complimented Council Member Rodriguez for having a vision. Expressed concerns with Mayor.

Glen Boghosian complimented Madera Police Department for the service he received from Officer Webb.

Larry Telles & Michelle Woo, Announced Big Brothers and Big Sisters event on Mother's Day weekend.

PRESENTATIONS

1. Proclamation Recognizing Week of Maternal Mental Health

Mayor Medellin presented a proclamation to Alexandra Addo-Boateng with Perinatal Mental Health Integration Project.

2. Proclamation Recognizing CASA (Court Appointed Special Advocates)

Mayor Medellin presented a proclamation to Roxanne Braswell and Jeff Dal Cerro with Court Appointed Special Advocates.

3. Mid Valley Disposal Presentation Regarding 3rd and 4th Quarter Recycling Updates

Annette Kwock and Irma Capistran with Mid Valley Disposal provided the City Council an update of their third and fourth quarter. They also presented the Recycler of the Year Award to Arco AM/PM and Westside Equipment Company.

4. Downtown Crow Abatement Program Update

Steve Copeland with Madera Downtown Association provided the Council with an update on the crow abatement efforts.

INTRODUCTIONS None.

A. WORKSHOP None.

B. CONSENT CALENDAR

Items on the consent calendar are adopted with a single motion and vote of the council. Items pulled from the consent calendar for further discussion are adopted under separate action.

Council Member Garcia pulled item B-2 for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 04/04/2018

B-2 Warrant Disbursement Report (Report by Tim Przybyla)

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

B-4 Consideration of a Resolution Approving the Award of Contract for Sewer Main Installation at Various Locations, City Project No. S 16-02, in the Amount of $634,240 to Phase 1 Construction, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 19-67 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR THE SEWER MAIN INSTALLTION AT VARIOUS LOCATIONS, CITY PROJECT NO. S 16-02, IN THE AMOUNT OF $634,240 TO PHASE 1 CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

B-5 1) Consideration of a Resolution Approving the Final Map for the Riverwalk Subdivision, Tract No. 2016-03), Approving the Subdivision Agreement, Authorizing Staff to Record the Final Map and Subdivision Agreement, Accepting Dedication of Lands for Public Use and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

RES. NO. 19-68 **RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE RIVERWALK SUBDIVISION (TRACT NO. 2016-03), APPROVING SUBDIVISION AGREEMENT, AUTHORIZING STAFF TO RECORD FINAL MAP AND SUBDIVISION AGREEMENT, ACCEPTING DEDICATION OF LANDS FOR PUBLIC USE AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION AGREEMENT ON BEHALF OF THE CITY**

2) Consideration of a Resolution Approving Annexation of the Riverwalk Subdivision (Tract No. 2016-03) Into Zone of Benefit 51; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year (FY) 2019/2020; and 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 (Report by Keith Helmuth)

RES. NO. 19-69 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF RIVERWALK SUBDIVISION (TRACT NO. 2016-03) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2019/2020; 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-6 Consideration of a Resolution Adopting the City of Madera Project List for Fiscal Year 2019/20 Funded by the Senate Bill (SB-1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program (Report by Keith Helmuth)

RES. NO. 19-70 **RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2019/20 FUNDED BY THE SENATE BILL (SB 1) ROAD MAINTENANCE AND**

REHABILITATION ACCOUNT (RMRA)LOCAL STREETS AND ROADS FUNDING PROGRAM

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

C-1 Second Public Hearing to Consider the Block Grant Commission's Community Development Block Grant Recommendations for Funding Allocations Under the 2019/2020 Action Plan and Request for City Council (Council) to Approve the Allocations (Report by Ivette Iraheta)

The report was presented by Grants Manager Ivette Iraheta.

Discussion followed and the subsequent allocations were approved:

Public Services Allocations:
City of Madera Parks & Community Services Senior Nutrition and Recreation Program: $30,000; Madera Rescue Mission: $30,000, Big Brothers Big Sisters of Central California High School Bigs Program: $10,000; Madera Coalition for Community Justice: $16,238; Doors of Hope Parenting Center Building Better Parents: $10,000; Community Action Partnership of Madera County, Inc. Fresno Madera Continuum of Care Homeless Funding: $18,000; and Pequeños Empresarios: $10,000.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING ALLOCATIONS FOR PUBLIC SERVICES, WAS APPROVED BY A VOTE OF 5-2: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ ROBINSON; NOES: 0; ABSENT: 0; ABSTAIN: COUNCIL MEMBERS GARCIA AND HOLLEY.

Administration Allocations
Local Administration: $ 156,972

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING ALLOCATIONS FOR ADMINISTRATION, WAS APPROVED BY A VOTE OF 5-2: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, AND GARCIA; NOES: COUNCIL MEMBERS ROBINSON AND HOLLEY; ABSENT: 0; ABSTAIN: 0.

Capital Projects/Public Improvements Allocations
Habitat for Humanity: $181,500; Madera Engineering Dept. Sidewalk Improvements Lilly St. & Vineyard Ave.: $103,615; and Madera Engineering Dept. Sidewalk Improvements Maple St., Stadium Rd., Monterey St. and Santa Cruz St.: $317,889

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING ALLOCATIONS FOR CAPITAL PROJECTS/PUBLIC IMPROVEMENTS, WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Chapter 7 of Title V and Repealing in its Entirety Chapter 5 of Title VII of the Madera Municipal Code in Order to Update Existing Regulations Associated with Smoking, Including the Prohibition of Smoking in City Park Facilities (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

Discussion followed.

The ordinance was read by title by the Interim City Clerk.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, FURTHER READING WAS WAIVED, AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE WAS ADOPTED BY A VOTE OF 4-3: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, ROBINSON AND HOLLEY; NOES: COUNCIL MEMBERS MONTES, GALLEGOS AND GARCIA; ABSENT: 0; ABSTAIN: 0.

INTRO. ORD. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING CHAPTER 7 OF TITLE V AND REPEALING IN ITS ENTIRETY CHAPTER 5 OF TITLE VII OF THE MADERA MUNICIPAL CODE IN ORDER TO UPDATE EXISTING REGULATIONS ASSOCIATED WITH SMOKING, INCLUDING THE PROHIBITION OF SMOKING IN CITY PARK FACILITIES**

C-3 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 25 Acres Located at the Northwest Corner of the Intersection of Sunrise Avenue and Tozer Street from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

Mayor Medellin opened public hearing.

Leonard Padola lives near proposed area and he shared some of his concerns regarding the cooperation of the developer.

Ron Montoya discussed his concerns with Community Facilities Districts (CFD). He opposes the ordinance and would like more transparency when disclosing CFD.

Mayor Medellin closed public hearing.

The ordinance was read by title by the Interim City Clerk.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, FURTHER READING WAS WAIVED, AND ITEM C-3, THE INTRODUCTION OF AN ORDINANCE WAS ADOPTED BY A VOTE OF 4-2-1: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, RODRIGUEZ, AND ROBINSON; NOES: COUNCIL MEMBERS GALLEGOS AND GARCIA; ABSENT: COUNCIL MEMBER HOLLEY; ABSTAIN: 0.

INTRO. ORD. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 25 ACRES OF PROPERTY (APN: 008-180-001, 008-180-002, 008-180-003, 008-180-004) LOCATED ON THE NORTHWEST CORNER OF SUNRISE AVENUE AND TOZER**

STREET, FROM THE R1 (LOW DENSITY) TO THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

E-1 Presentation of Technical Memorandum 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing and Budgetary Estimate for the Proposed Northeast Water Storage Tank, Pump Station and Transmission Mains (Report by Keith Helmuth)

Item tabled.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GARCIA, FOR ITEM E-1 TO BE TABLED UNTIL NEXT REGULAR CITY COUNCIL MEETING TO BE HELD ON MAY 15, 2019 WAS APPROVED BY VOTE 6-1: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, GARCIA AND ROBINSON; NOES: 0; ABSENT: COUNCIL MEMBER HOLLEY; ABSTAIN: 0.

F. COUNCIL REPORTS

F-1 Madera County Arts Authority Update and Contribution of Startup Costs (Council Member Gallegos)

The report was presented by Council Member Gallegos

Item to be brought back on a later agenda since the principal advocate was not in attendance.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER MONTES, FOR ITEM F-1 TO BE TABLED UNTIL NEXT REGULAR CITY COUNCIL MEETING TO BE HELD ON MAY 15, 2019 WAS APPROVED BY VOTE 6-1: AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, GARCIA AND ROBINSON; NOES: 0; ABSENT: COUNCIL MEMBER HOLLEY; ABSTAIN: 0.

Council Member Gallegos thanked staff for the assisting with Madera Robotics team parade.

Council Member Robinson attended the Madera Joint Groundwater Sustainability (GSP) Seminar at Frank Bergon Center. He also attended Legislative Action Day in Sacramento.

Council Member Garcia attended the last Madera County Economic Board Meeting.

Council Member Montes attended the Intergovernmental Steering Committee Meeting. He is optimistic with the outcome.

Mayor Medellin thanked the Council for bringing to light their issues and concerns and always being respectful.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 12:52 a.m. to discuss the items as listed on the agenda.

G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, & Che Johnson

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

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 1:36 a.m. with Council Members Medellin, Montes, Gallegos, Rodriguez, Robinson, and Garcia present. Council Member Holley was absent.

There was no reportable action for item G-2.

ADJOURNMENT - The meeting was adjourned at 1:37 a.m. Next regular meeting May 15, 2019.

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.

Claudia Mendoza
CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	06/12/19 MPFA
Adopted:	07/03/19

MINUTES OF A SPECIAL MEETING OF MADERA CITY COUNCIL

June 12, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Interim City Clerk Claudia Mendoza, Interim City Attorney Hilda Cantu Montoy, Division Fire Chief Matt Watson, Interim Director of Financial Services Susan O'Haro, City Engineer Keith Helmuth, Grants Administrator Ivette Iraheta, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Acting Planning Manager Chris Boyle, Housing Authority Executive Director Linda Shaw, Housing Authority Executive Secretary Alicia Gonzalez, and Fleet Operations Manager Randy Collin.

INVOCATION: Pastor Fred L. Thurman, New Life Assembly Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

A. Consideration of a Resolution of the Madera Public Financing Authority (MPFA) Electing Officers)

City Manager Arnoldo Rodriguez and Interim Director of Finance Susan O'Haro presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM A, MPFA RES. NO 19-03, WAS ADOPTED BY A VOTE OF 7-1.

MPFA RES. NO. 19-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY ELECTING OFFICERS

ADJOURNMENT - The meeting was adjourned at 6:11 p.m. Next regular meeting June 19, 2019.

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.

Claudia Mendoza

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

CITY OF MADERA INCORPORATED March 27, 1907 CALIFORNIA

Item:	B-1
Minutes for:	06/12/19 MPFA
MPFA Adopted:	_____

MINUTES OF A SPECIAL MEETING OF MADERA PUBLIC FINANCING AUTHORITY

June 12, 2019 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Manager Arnoldo Rodriguez, Interim City Clerk Claudia Mendoza, Interim City Attorney Hilda Cantu Montoy, Division Fire Chief Matt Watson, Interim Director of Financial Services Susan O'Haro, City Engineer Keith Helmuth, Grants Administrator Ivette Iraheta, Director of Human Resources Wendy Silva, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Acting Planning Manager Chris Boyle, Housing Authority Executive Director Linda Shaw, Housing Authority Executive Secretary Alicia Gonzalez, and Fleet Operations Manager Randy Collin.

INVOCATION: Pastor Fred L. Thurman, New Life Assembly Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

A. Consideration of a Resolution of the Madera Public Financing Authority (MPFA) Electing Officers)

City Manager Arnoldo Rodriguez and Interim Director of Finance Susan O'Haro presented report.

ON MOTION BY BOARD MEMBER HOLLEY AND SECONDED BY BOARD MEMBER ROBINSON, ITEM A, MPFA RES. NO 19-03, WAS ADOPTED BY A VOTE OF 7-0. AYES: CHAIRPERSON MEDELLIN, BOARD MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

MPFA RES. NO. 19-03 A RESOLUTION OF THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY ELECTING OFFICERS

ADJOURNMENT - The meeting was adjourned at 6:11 p.m. Next regular meeting June 19, 2019.

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, Secretary

ANDREW J. MEDELLIN, Chairperson

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk

Item:	B-1
Minutes for:	12/12/18s
Adopted:	11/20/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

December 12, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Manager Arnoldo Rodriguez, Director of Financial Services Tim Przybyla, and Division Fire Chief Matt Watson.

INVOCATION: Reverend Alan Shearer, St. Joachim Church

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

PUBLIC COMMENT:

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

No comments were offered.

Mayor Medellin recessed the Special Meetings of the Madera City Council at 6:03 p.m.

Housing Authority Vice-Chairperson CeCe Gallegos opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:48 p.m.

Mayor Medellin reconvened Special Meeting of the Madera City Council at 6:50 p.m.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

There are no items for this section.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS:

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

No reports were offered.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that item G-2 was pulled from the agenda.

The Council adjourned to closed session at 6:54 p.m. to discuss Item G-3 on the agenda.

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

One case: MCA 1803, LLC, et al. v. City of Madera MCV073252

G-3 Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:
Planning Manager, Director of Community Development, Police Chief, Grant Administrator, City Engineer, Information Services Manager, Director of Parks & Community Services, Chief Building Official, Director of Financial Services, Public Works Operations Director and Director of Human Resources

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 8:21 p.m. with all members present.

City Attorney Brent Richardson stated there was no reportable action taken for item G-3.

ADJOURNMENT - The meeting was adjourned at 8:24 p.m. Next regular meeting December 19, 2018.

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

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk

Item:	B-1
Minutes for:	12/12/18s-2
Adopted:	11/20/19

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL-2

December 12, 2018 **Council Chambers**
6:00 p.m. **City Hall**

CALL TO ORDER – The meeting was called to order at 6:00 p.m.

ROLL CALL:

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

Absent: **None.**

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Manager Arnoldo Rodriguez, Director of Financial Services Tim Przybyla, and Division Fire Chief Matt Watson.

INVOCATION: Reverend Alan Shearer, St. Joachim Church

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

PUBLIC COMMENT:

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

No comments were offered.

Mayor Medellin recessed the Special Meetings of the Madera City Council at 6:03 p.m.

Housing Authority Vice-Chairperson CeCe Gallegos opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:48 p.m.

Mayor Medellin reconvened Special Meeting of the Madera City Council at 6:50 p.m.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

There are no items for this section.

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

C-1 Consideration of a Resolution Approving a Sixth Amendment to the City Attorney At-Will Employment Agreement and Authorizing the Mayor to Execute the Amendment (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

Mayor Medellin made the following announcement:
If approved, the proposed amendment to the City Attorney's At-Will Employment Agreement would extend the term of the existing agreement by sixty (60) days for the purposes of ongoing contract negotiations.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 18-238 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: COUNCIL MEMBER GALLEGOS. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-238 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIXTH AMENDMENT TO THE CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

D. WRITTEN COMMUNICATIONS:

There are no items for this section.

E. ADMINISTRATIVE REPORTS:

There are no items for this section.

F. COUNCIL REPORTS

No reports were offered.

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT - The meeting was adjourned at 8:24 p.m. Next regular meeting December 19, 2018.

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

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk

REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 26, 2019 to November 8, 2019.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of October 26, 2019 to November 8, 2019 is contained in the attachment and summarized in the following tables.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	23969 - 24108	$1,720,338.27

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$821,229.44
SDI	EDD	$2,220.03
CalPERS Payment	CalPERS	$0

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 Interim 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

November 20, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23969	10/31/2019	PARKS	CDBG	ACCELERATED CONSTRUCTION AND METAL	DIVING BOARD	3,900.00
23970	10/31/2019	PURCHASING	PLANNING	AMERICAN BUSINESS MACHINES	PRINTER FOR PLANNING	273.97
23971	10/31/2019	FINANCE	VARIOUS	AT&T	09/19 SERVICE 831-000-6408 576	8,179.57
23972	10/31/2019	BUILDING	BUILDING	GARCIA, CONSUELO	CANCELLED PERMIT	584.12
23973	10/31/2019	WATER QC	WATER QUALITY	BSK ASSOCIATES	WATER SAMPLES	1,560.00
23974	10/31/2019	FINANCE	GENERAL TRUST	CA DISTRICT ATTORNEY'S ASSOC	STATE FORFEITED ASSET FORFEITURE	371.43
23975	10/31/2019	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	INK FOR COLOR PLOTTER	422.18
23976	10/31/2019	PURCHASING	VARIOUS	CANON FINANCIAL SERVICES	CONTRACT CHARGES	3,930.98
23977	10/31/2019	ENGINEERING	WATER CAPITAL	CAROLLO ENGINEERS, INC	DESIGN SERVICES WATER TANK	977.50
23978	10/31/2019	PD	PD ADMIN	CHIARAMONTE, GIACHINO	PER DIEM HOMELESS WKSHOP	82.50
23979	10/31/2019	WATER QC	WATER CONS	CITY OF MADERA	DISHWASHER REBATE	700.00
23980	10/31/2019	FINANCE	VARIOUS	COMCAST	CITY INTERNET CONNECTION	1,372.25
23981	10/31/2019	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	302.00
23982	10/31/2019	PD	PD ADMIN	COVANTA ENERGY LLC	SPECIAL WASTE DELIVERY	315.16
23983	10/31/2019	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 1 FY 19/20	878.40
23984	10/31/2019	FIRE	FIRE	DOMINICI CARPET CLEANING SERVICE	CARPET STEAM CLEANING	275.00
23985	10/31/2019	HR	ENGINEERING	FRESNO BEE, THE	RECRUITMENT AD	1,449.44
23986	10/31/2019	RECREATION	SR CITIZEN	FRESNO MADERA AREA AGENCY ON AGING	08/19 UNSERVED MEALS	178.80
23987	10/31/2019	ENGINEERING	STREETS CAPITAL	FRESNO REPROGRAPHICS	PRINTING SERVICES	432.64
23988	10/31/2019	FLEET	FLEET MAINT	HERITAGE-CRYSTAL CLEAN, INC.	CLEANING OF PARTS WASHERS	811.72
23989	10/31/2019	ENGINEERING	LTF- PARKS	LARS ANDERSEN & ASSOCIATES, INC.	ENGINEERING SERVICES RIVER TRAIL	2,390.20
23990	10/31/2019	HR	INS/RISK MGT	LIEBERT CASSIDY WHITMORE	LEGAL FEES	2,348.00
23991	10/31/2019	FINANCE	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE	7,745.45
23992	10/31/2019	PD	MEAS K - PD	LOU'S GLOVES, INC.	SUPPLIES	272.00
23993	10/31/2019	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	PROF SERVICES FOR VILLAGE D-EIR	1,310.00
23994	10/31/2019	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	310.89
23995	10/31/2019	FINANCE	GENERAL TRUST	MADERA COUNTY	ASSET FORFEITURE	8,914.61
23996	10/31/2019	ENGINEERING	LTF- STREETS	MADERA COUNTY	AMTRAK MAINTENANCE	1,144.85
23997	10/31/2019	FINANCE	GENERAL TRUST	MADERA COUNTY DISTRICT ATTORNEY	ASSET FORFEITURE	5,776.85
23998	10/31/2019	FINANCE	COMM PROMO	MADERA COUNTY E D C	2ND QUARTER BILLING FY 19/20	44,389.20
23999	10/31/2019	FINANCE	COMM PROMO	MADERA DOWNTOWN ASSOC.	CROW ABATEMENT PROGRAM	19,673.23
24000	10/31/2019	FINANCE	GENERAL TRUST	MADERA POLICE DEPARTMENT	ASSET FORFEIT ACCT 7610-2655	24,143.12
24001	10/31/2019	PURCHASING	PURCHASING	MADERA TRIBUNE	RFP GENERATOR MAINTENANCE	108.00
24002	10/31/2019	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	EMBROIDERY JACKET	72.64
24003	10/31/2019	ENGINEERING	LTF- STREETS	MARK THOMAS & COMPANY, INC.	DESIGN SERVICES FOR STATE RTE 145	11,904.50
24004	10/31/2019	HR	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	29,868.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24005	10/31/2019	WATER QC	WATER CONS	COSGROVE, DOUGLAS	TURF REPLACEMENT REBATE	2,000.00
24006	10/31/2019	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	10/19 SERVICE 1619119913-8	142.06
24007	10/31/2019	RECREATION	GENERAL TRUST	FIRST SOUTHERN BAPTIST CHURCH	PARK DEPOSIT REFUND	50.00
24008	10/31/2019	RECREATION	GENERAL TRUST	MADERA SOCCER LEAGUE	FIELD DEPOSIT REFUND	50.00
24009	10/31/2019	RECREATION	GENERAL TRUST	VALENZUELA, PRISCILLA	PARK DEPOSIT REFUND	50.00
24010	10/31/2019	PARKS	SPECIAL EVENTS	PETTY CASH - PARKS DEPT.	CASH FOR POMEGRANATE FESTIVAL	800.00
24011	10/31/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	20,357.63
24012	10/31/2019	CLERK	CITY COUNCIL	ROBINSON, DEREK	MILEAGE REIMBURSEMENT	305.08
24013	10/31/2019	ENGINEERING	ENGINEERING	RON'S TOWING & ROAD SERVICE	TOWING SERVICE	120.00
24014	10/31/2019	PD	PD ADMIN	S & L TOWING & GARAGE	TOWING SERVICE	200.00
24015	10/31/2019	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	6,980.55
24016	10/31/2019	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY	17,306.42
24017	10/31/2019	WWTP	WWTP	TESEI PETROLEUM, INC.	DIGESTER/FACILITIES HEATING	1,095.82
24018	10/31/2019	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	139.00
24019	10/31/2019	CLERK	CITY COUNCIL	VERIZON WIRELESS	CC IPADS 09/11/19-10/10/19	264.80
24020	10/31/2019	PLANNING	GENERAL TRUST	WILLDAN FINANCIAL SERVICES	MADERA CFD 2005-1 ANNEXATION #6	3,500.00
24021	11/08/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXP ACCT	1,091.01
24022	11/08/2019	PD	MEAS K - PD	AMERICAN BUSINESS MACHINES	TONER	150.47
24023	11/08/2019	FINANCE	VARIOUS	ARAMARK UNIFORM SERVICES	10/19 UNIFORM SERVICES	3,700.53
24024	11/08/2019	PD	PD ADMIN	ARNOLD, JOSIAH	TUITION REIMBURSEMENT	2,400.00
24025	11/08/2019	FINANCE	VARIOUS	AT&T	10/19 CALNET 3 SERVICE 9391064552	1,289.02
24026	11/08/2019	FINANCE	WATER DEBT	BANK OF NEW YORK MELLON	TRUSTEE FEE WATER REV BOND 2010	2,014.00
24027	11/08/2019	HR	HR/RISK MGT	BATTLES, ERIC	PER DIEM CALPELRA CONFERENCE	95.00
24028	11/08/2019	BUILDING	BUILDING	MURILLO CONSTRUCTION	CANCELLED PERMIT	215.18
24029	11/08/2019	BUILDING	BUILDING	SUNRUN INSTALLATION SERVICES INC	CANCELLED PERMIT	520.25
24030	11/08/2019	WATER QC	WATER QUALITY	BSK ASSOCIATES	WATER SAMPLES	1,777.00
24031	11/08/2019	BUILDING	BUILDING	CALIFORNIA BUILDING OFFICIALS	EDUCATION WEEK REGISTRATION	390.00
24032	11/08/2019	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,774.57
24033	11/08/2019	ENGINEERING	RSTP - FED EX	CHICAGO TITLE COMPANY	TITLE FEES FOR CITY PROJECT R-10	32,280.78
24034	11/08/2019	FINANCE	INTERMODAL	CITY OF MADERA	11/19 UTILITIES ACCT # 003040421-6	837.37
24035	11/08/2019	GRANTS	INTERMODAL	CITY OF MADERA	WATER CITATION #3813	75.00
24036	11/08/2019	FLEET	FLEET MAINT	COLLIN, RANDY	PER DIEM PUBLIC FLEET SUMMIT	410.66
24037	11/08/2019	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	1,087.79
24038	11/08/2019	FINANCE	COMPUTER ACQ	COMCAST	11/19 SVS 8155500320322006	86.13
24039	11/08/2019	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	523.50
24040	11/08/2019	HR	HR/RISK MGT	CPS HR CONSULTING	ADMIN ASSISTANT EXAM	478.40
24041	11/08/2019	PD	MEAS K - PD	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	37.89
24042	11/08/2019	ENGINEERING	MEAS K- FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION	519,301.35
24043	11/08/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	11,831.25

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24044	11/08/2019	WWTP	WWTP	FRESNO BEE, THE	RECRUITMENT AD	924.68
24045	11/08/2019	ENGINEERING	MEAS T - RTP	FRESNO REPROGRAPHICS	PRINTING SERVICES	269.87
24046	11/08/2019	ENGINEERING	MEAS K- FIRE	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	250.95
24047	11/08/2019	GRANTS	CDBG	HOUSING AUTHORITY	POMONA RANCH PROGRAM REIMBMT	2,409.49
24048	11/08/2019	BUILDING	BUILDING	INTERNATIONAL CODE COUNCIL INC	2019 CODE BOOKS	5,088.62
24049	11/08/2019	ENGINEERING	SEWER CAPITAL	KLEINFELDER, INC.	MATERIALS TESTING SERVICES	6,440.00
24050	11/08/2019	UB/WATER	PD ADMIN	MADERA COUNTY TREASURER	COUNTY SHARE PARKING PENALTIES	1,974.50
24051	11/08/2019	PLANNING	PLANNING	MADERA TRIBUNE	1 YEAR SUBSCRIPTION	1,224.57
24052	11/08/2019	PD	MEAS K- PD	MOTOROLA SOLUTIONS INC.	RADIO SYSTEM UPGRADE	370,663.16
24053	11/08/2019	GRANTS	TRANS- DAR	MV TRANSPORTATION, INC.	TRANSIT OPERATOR SERVICES	106,571.13
24054	11/08/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	10,880.67
24055	11/08/2019	WATER QC	WATER CONS	VILLEGAS, LUCIANO	TURF REPLACEMENT REBATE	1,680.00
24056	11/08/2019	UB/WATER	PD ADMIN	ARREOLA, MARIA	CITATION DISMISSED	67.00
24057	11/08/2019	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	10/19 SERVICE 9172110863-6	202,090.92
24058	11/08/2019	UB/WATER	FINANCE	PHOENIX GROUP INFO SYS	CITATIONS SEPTEMBER 2019	414.85
24059	11/08/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	6,213.20
24060	11/08/2019	FLEET	FLEET MAINT	PIONEER FARM EQUIPMENT CO.	KUBOTA M5 2WD TRACTOR	55,526.49
24061	11/08/2019	ENGINEERING	MEAS T - RTP	QUAD-KNOPF ENGINEERING	ENGINEERING SERVICES	7,007.80
24062	11/08/2019	PW ADMIN	VARIOUS	RESERVE ACCOUNT	PREPAID POSTAGE	1,200.00
24063	11/08/2019	ENGINEERING	PROP 1B	STANTEC ARCHITECTURE INC.	ARCHITECTURAL/ENG SERVICES	98.49
24064	11/08/2019	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	579.46
24065	11/08/2019	PW ADMIN	DRAINAGE	SWRCB	ANNUAL PERMIT FEE	21,344.00
24066	11/08/2019	PURCHASING	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY	13,303.71
24067	11/08/2019	UB/WATER	WATER	AFFILIATED PHYSICIAN PRACTICE	UTILITY BILLING CREDIT REFUND	1,079.17
24068	11/08/2019	UB/WATER	WATER	BAKER CUSTOM CABINETS INC	UTILITY BILLING DEPOSIT REFUND	83.81
24069	11/08/2019	UB/WATER	WATER	CANO ERIKA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	37.70
24070	11/08/2019	UB/WATER	WATER	CHAMBERS TAMMIE	UTILITY BILLING CREDIT REFUND	140.14
24071	11/08/2019	UB/WATER	WATER	CLARK DENNIS	UTILITY BILLING DEPOSIT REFUND	67.37
24072	11/08/2019	UB/WATER	WATER	COMMUNITY BIBLE CHURCH	UTILITY BILLING DEPOSIT REFUND	4,930.00
24073	11/08/2019	UB/WATER	WATER	CUSHMAN CONTRACTING CORP	UTILITY BILLING DEPOSIT REFUND	918.35
24074	11/08/2019	UB/WATER	WATER	ESCOBEDO JESUS OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	155.76
24075	11/08/2019	UB/WATER	WATER	FAHRNEY ERIN FAHRNEY DON	UTILITY BILLING DEPOSIT REFUND	100.41
24076	11/08/2019	UB/WATER	WATER	FULLER DONALD R	UTILITY BILLING CREDIT REFUND	134.10
24077	11/08/2019	UB/WATER	WATER	GONZALEZ LETICIA	UTILITY BILLING DEPOSIT REFUND	0.99
24078	11/08/2019	UB/WATER	WATER	HAWKINS MICHAEL	UTILITY BILLING DEPOSIT REFUND	102.61
24079	11/08/2019	UB/WATER	WATER	HERNANDEZ FRANCISCO	UTILITY BILLING CREDIT REFUND	166.43
24080	11/08/2019	UB/WATER	WATER	HLM INVESTMENTS LLC	UTILITY BILLING CREDIT REFUND	4,071.03
24081	11/08/2019	UB/WATER	WATER	LEGACY TERRA LLC	UTILITY BILLING DEPOSIT REFUND	101.02
24082	11/08/2019	UB/WATER	WATER	LEGACY TERRA LP	UTILITY BILLING CREDIT REFUND	173.59

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24083	11/08/2019	UB/WATER	WATER	LOWES HIW OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	3,662.22
24084	11/08/2019	UB/WATER	WATER	MADERA CAPITOL LP C/O SAFCO CAPITOL	UTILITY BILLING CREDIT REFUND	6,489.26
24085	11/08/2019	UB/WATER	WATER	MADERA VALERO GAS N FOOD SINGH	UTILITY BILLING CREDIT REFUND	0.23
24086	11/08/2019	UB/WATER	WATER	MENDEZ ANGEL AND FICK JENNIFER	UTILITY BILLING CREDIT REFUND	0.16
24087	11/08/2019	UB/WATER	WATER	MORENO ALFREDO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.86
24088	11/08/2019	UB/WATER	WATER	NYGOV TYHUOY HENG VOEUT	UTILITY BILLING CREDIT REFUND	93.61
24089	11/08/2019	UB/WATER	WATER	OVIEDO VIRGINIA	UTILITY BILLING DEPOSIT REFUND	0.98
24090	11/08/2019	UB/WATER	WATER	PECH KOMPHEAK	UTILITY BILLING DEPOSIT REFUND	86.06
24091	11/08/2019	UB/WATER	WATER	REGALADO MIGUEL ANGEL	UTILITY BILLING CREDIT REFUND	199.06
24092	11/08/2019	UB/WATER	WATER	REYES ADELA OR CITY MARTINEZ MIGUEL	UTILITY BILLING DEPOSIT REFUND	0.21
24093	11/08/2019	UB/WATER	WATER	RODRIGUEZ ENRIQUE	UTILITY BILLING DEPOSIT REFUND	0.18
24094	11/08/2019	UB/WATER	WATER	SALAS JOSE LUIS OR CITY OF MADERA	UTILITY BILLING DEPOSIT REFUND	0.02
24095	11/08/2019	UB/WATER	WATER	SALMON J S OR CITY TAX ROLL OFF -LIEN	UTILITY BILLING CREDIT REFUND	374.13
24096	11/08/2019	UB/WATER	WATER	SANTIAGO EUGENIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.27
24097	11/08/2019	UB/WATER	WATER	SEKHON MOHINDER SINGH OR CITY	UTILITY BILLING CREDIT REFUND	6,538.38
24098	11/08/2019	UB/WATER	WATER	STRAUSS MICHEAL	UTILITY BILLING CREDIT REFUND	0.49
24099	11/08/2019	UB/WATER	WATER	THE CROSSINGS AT MADERA UHC MADERA	UTILITY BILLING CREDIT REFUND	10,096.17
24100	11/08/2019	UB/WATER	WATER	VAZQUEZ MIRIAM	UTILITY BILLING CREDIT REFUND	118.13
24101	11/08/2019	UB/WATER	WATER	WESTERN PACIFIC HOUSING INC	UTILITY BILLING DEPOSIT REFUND	68.03
24102	11/08/2019	UB/WATER	WATER	ZEPEDA LUIS	UTILITY BILLING CREDIT REFUND	138.42
24103	11/08/2019	UB/WATER	WATER	ZHANG KUN	UTILITY BILLING CREDIT REFUND	140.88
24104	11/08/2019	STREETS	DRAINAGE	UNITED RENTALS, INC	MISC EQUIPMENT RENTAL	6,823.71
24105	11/08/2019	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	21,600.62
24106	11/08/2019	FINANCE	VARIOUS	VERIZON WIRELESS	CITY CELL PHONE CHARGES	11,185.49
24107	11/08/2019	FINANCE	FINANCE	WILLDAN FINANCIAL SERVICES	CFD ADMINISTRATION FEES	812.87
24108	11/08/2019	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	22.08

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL **$ 1,720,338.27**

REPORT TO CITY COUNCIL

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-3

SUBJECT:
Informational Report on Contract City Attorney Service Expenditures

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 monthly update on expenditures for contract City Attorney services.

DISCUSSION:
The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Liebert Cassidy Whitmore
Billing Period: September 2019 – no new charges

Matter	Charges	
	September 2019	Fiscal Year-to-Date
Tort Liability Claim/Grievance (Personnel related)		$111.00
Total		**$111.00**

Firm: Madera County District Attorney's Office
Billing Period: No bills received to date for FY 2019-20

Firm: Montoy Law
Billing Period: September 2019

Matter	Charges	
	September 2019	Fiscal Year-to-Date
General Legal Review/Advice	$493.50	$2,290.50
City Clerk	$70.50	$23.50
Attendance at Council Meetings & Advice on Same	$2,491.00	$4,024.00
City Manager	$7,614.00	$308.50
Review and Advice on Agreements	$5,851.50	$6,785.00
Public Records Act Matters		$10,199.00
Real Estate Transactions		$456.00
Planning	$1,363.00	$784.00
Finance	$493.50	$910.50
Successor Agency		$1,703.50
Public Works/Engineering	$1,151.50	$1,340.00
Grand Jury		$1,021.00
Litigation	$11,656.50	$12,126.50
Bonds		$0.00
Personnel/Payroll		$72.00
Code Enforcement		$432.00
Police Department - General	$211.50	$211.50
Pitchess Motion (Peace Officer Personnel Records)		$0.00
Discounted Hours	-$1,528.50	-$1,966.00
Total	**$29,868.00**	**$71,906.50**

FINANCIAL IMPACT:
For FY 2019/20, Council entered into an agreement for a contract service delivery model going forward effective August 8, 2019. When the FY 2019/20 operating budget was originally adopted, the City Attorney Department Budget was proposed similar to FY 2018/19 as the long-term service delivery model was not yet known. The Finance Department calculated charges-to-date as of the change in service deliver model to contracting out and collapsed the remaining funds into the contracted legal services line item. Examples of charges incurred to individual line items prior to the change would be costs associated with the recruitment and Request for Proposals process, janitorial services for the space formerly occupied by City Attorney staff, and other similar charges typically split amongst City Hall departments by their square footage portion of the building. Exhibit 1 to this report shows the FY 2019/20 revised City Attorney Budget with charges to date.

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:
1. Exhibit 1: City Attorney's Department Revised Budget and Expenditures-to-Date for FY 2019/20

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10201400 City Attorney							
4343 Interfund Charges Revenue - Le	-3,696	0	-3,696	.00	.00	-3,695.75	.0%
4348 Interfund Charges Revenue - Ad	-27,349	0	-27,349	-9,116.32	.00	-18,232.68	33.3%
5000 Salaries / Full-Time	208,836	-208,836	0	.00	.00	.00	.0%
5300 Public Employees Retirement Sy	54,477	0	54,477	34,365.60	.00	20,111.40	63.1%
5303 Life Insurance Premiums	162	-162	0	.00	.00	.00	.0%
5304 Workers Compensation Insurance	21,364	-21,364	0	.00	.00	.00	.0%
5305 Medicare Tax- Employer's Share	3,301	-3,301	0	.00	.00	.00	.0%
5308 Deferred Compensation/Full-tim	2,051	-2,051	0	.00	.00	.00	.0%
5309 Unemployment Insurance	420	-420	0	.00	.00	.00	.0%
5310 Section 125 Benefit Allow.	32,516	-32,516	0	.00	.00	.00	.0%
6402 Telephone & Fax Charges	1,700	-1,200	500	453.68	.00	46.32	90.7%
6414 Professional Dues	400	-400	0	.00	.00	.00	.0%
6415 Publications/Subscriptions	3,000	-3,000	0	.00	.00	.00	.0%
6416 Office Supplies/Expendable	1,000	-1,000	0	.00	.00	.00	.0%
6440 Contracted Services	2,000	-2,000	0	63.69	.00	-63.69	100.0%
6444 Contracted Services/ Legal	80,000	277,250	357,250	71,906.50	168,093.50	117,250.00	67.2%
6530 Conference/Training/Ed	1,000	-1,000	0	.00	.00	.00	.0%
6900 Interfund Charge - Fac. Maint.	5,674	0	5,674	1,891.32	.00	3,782.68	33.3%
6902 Interfund Charges - Central Su	100	0	100	.00	.00	100.00	.0%
6918 Interfund Charges- Comp Maint	10,202	0	10,202	3,400.68	.00	6,801.32	33.3%
6920 Interfund Charges - Computer R	2,657	0	2,657	885.68	.00	1,771.32	33.3%
GRAND TOTAL	399,815	0	399,815	103,850.83	168,093.50	127,870.92	68.0%

** END OF REPORT - Generated by Wendy Silva **

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: November 20, 2019

_____

Department Director

Agenda Number: B-4

_____

Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of a Resolution Authorizing Acceptance of Grant from the State of California Department of Alcoholic Beverage Control Grant Assistance Program ($18,000) and Authorizing the City Manager to Sign all Related Grant Application Documents on Behalf of the City of Madera; and

Consideration of a Resolution Approving Budget Amendment Appropriating $18,000 to the City of Madera Fiscal Year 2019/2020 Police Department Budgets for the Implementation of ABC Grant Activities

RECOMMENDATION:

Staff recommends that City Council (Council) adopt a Resolution to accept the California Department of Alcoholic Beverages Control (ABC) Office of Traffic Safety (OTS) grant award in the amount of $18,000 and Authorize the City Manager to Sign all Related Grant documents, to enter into a contract with the State and receive the grant funds; and to adopt a Resolution to approve a budget amendment for the City of Madera (City) FY 2019-2020 Police Department budgets to create the line items for the use of the grant funds.

SUMMARY:

The goal of the ABC Minor Decoy Program is to reduce the number of business establishments who sell alcoholic beverages to minors and deter adults from acquiring alcohol for minors. The Police Department recognizes that there is a need in the City to address the number of licensed and unlicensed establishments that are selling alcoholic beverages to minors in the City; therefore, requested that the Grants Department submit a grant proposal to the CA State Department of ABC program for funding to specifically address this issue. The ABC Program selected the City's proposal for funding consideration but must submit a resolution and enter into a contract with the State before being able to receive the grant funds.

DISCUSSION:

City staff submitted a grant proposal to the California Department of ABC OTS on September 6, 2019. On September 25, 2019 City received a letter informing its Police Department that City was selected to receive the funding. Funding for this program comes from OTS through the National Highway Traffic Safety Administration. The grant period begins October 1, 2019 and concludes on August 31, 2020. The City must submit an executed Resolution and Contract documents accepting the grant to be eligible to receive and draw the grant funds.

Madera has consistently ranked in the bottom third of comparative California cities of its size in collisions involving alcohol according to the most recent data found on the ABC website report for cities with a population of less than 67,000. Given the glaring statistics, it is critical that City address the incidence of accidents, particularly those involving minors and alcohol. The City is ranked 13/104 amongst all cities (with 1 being the worse), in collisions that involve alcohol amongst the population age under 21 years, it is ranked 21/104 for collisions involving drinking amongst the ages of 21-34 years. The City also has one of the worse OTS rankings for collisions involving minor pedestrians less than 15 years 11/104 and a very low ranking for Hit and Run accidents, 14/104. The Composite score of 17/104 is indicative of the need to address this annual recurring problem, as evidenced by the ongoing low-ranking year after year.

The funding will allow for 7 Minor Decoy operations, 7 Shoulder Tap operations and 14 IMPACT inspections to take place between October 1, 2019 through August 2020. The Police Department is confident that by implementing the above stated programs it will have a positive impact in reducing these collisions and the associated fatalities and injuries suffered by the residents and visitors of the community. As proposed in the grant request, City intends to announce the initiation of the program through a press release as well as through the Police Department's social media site. In addition, the Police Department proposed that it would announce the conclusion of each minor-decoy and should-tap operation on the Police Department's social media sites and circulate information about the conclusion of the programs to the public.

FINANCIAL IMPACT:

There will be no financial impact to the General Fund. The total project cost is $18,000, which will be covered by the grant. The attached Exhibit AA for the appropriation adjustment will create the budget to be used during the implementation of the grant activities.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 406.4: Increase law enforcement presence at Neighborhood and Community Centers

Strategy 406.6: Expand youth programming to include graffiti, gang and crime prevention as well as self-defense.

Strategy 423.1: Provide opportunities for regulated conflict resolution in neighborhoods.

Strategy 425.3 Apply for Federal Drug-free Community grant and/or other funding resources.

Strategy 427.4 Develop community-neighborhood events that encourage interaction between the Police Department and citizens.

ALTERNATIVES:

1. Not authorize acceptance of the grant.
2. Direct staff to look for alternate funding sources.

ATTACHMENTS:

1. Resolution – ABC Grant
2. Resolution – Budget Amendment
3. Exhibit AA

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING A GRANT AWARD FROM THE CA DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL GRANT ASSISTANCE PROGRAM AND AUTHORIZING CITY MANAGER TO EXECUTE ALL RELATED GRANT APPLICATION DOCUMENTS

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

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

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

WHEREAS, the City of Madera supports the efforts of the MPD to develop innovative community policing strategies including addressing illicit sales of alcohol to minors; and

WHEREAS, the City has been awarded $18,000 through the CA Department of Alcoholic Beverage Control Office of Traffic Safety grant award to address illegal sales of alcohol to minors; and

WHEREAS, the City Council authorizes the acceptance of the CA State Department of Alcoholic Beverage Control Office of Traffic Safety Grant and all related requirements.

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

1. The above recitals are true and correct.
2. The City is directed to accept the grant award in the amount of $18,000.
3. The City Manager or his designee is authorized to execute all documents required for the acceptance and implementation of grant award.
4. City will enter into an agreement with CA State for receipt of award funds and implementation of the grant activities.
5. This resolution shall be effective immediately upon adoption.

*** * ***

RESOLUTION NO. 19-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FUNDING APPROPRIATION OF $18,000 TO THE CITY OF MADERA FISCAL YEAR 2019/2020 MADERA POLICE DEPARTMENT BUDGETS FOR THE IMPLEMENTATION OF CA DEPARTMENT OF ALCOHOL BEVERAGES CONTROL OFFICE OF TRAFFIC SAFETY GRANT

WHEREAS, the City of Madera submitted a grant application to the CA Department of Alcohol Beverages Control (ABC) Office of Traffic Safety (OTS) on September 6, 2019; and

WHEREAS, the City received notification for the CA Department of ABC OTS that City of Madera was selected to be awarded a grant from this CA Department; and

WHEREAS, the City may receive $18,000 under this grant award, contingent upon City submitting a resolution accepting the grant and executing a grant contract; and

WHEREAS, the Fiscal Year 2019/2020 Budget needs to be amended to include the $18,000 under a Madera Police Department budget line item 4720000-4423 to receive the revenue.

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

1. The above recitals are true and correct.
2. The FY 2019/2020 Madera Police Department Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to Finance Department Accounting staff, who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution shall be effective immediately upon adoption.

***

EXHIBIT AA

CITY OF MADERA

Appropriation Adjustment:

FY 2020 Police Department

FUND	ORG CODE	OBJECT CODE	DESCRIPTION	(+)	(-)
OTS ABC Grant					
47920000		4434	Grant - CA State OTS ABC		18,000.00
OTS ABC Grant Expenditures					
47920000		5100		12,298.00	
47920000		5304		1,841.00	
47920000		5305		261.00	
47920000		5310		3,600.00	
			Totals for Adjustment	**18,000.00**	**18,000.00**

REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-5

SUBJECT:

Consideration of a Resolution Appointing Muhammad Latif as a Member of the City of Madera Transit Advisory Board

RECOMMENDATION:

Staff recommends adoption of a Resolution appointing Muhammad Latif as a member of the Madera Transit Advisory Board (TAB)

SUMMARY:

There is a vacancy in District 2. In order to continue to have TAB meetings, a quorum of 4 members need to be present. Councilmembers are asked to make nominations for new appointments to fill vacancies within their districts. The current nomination for the Board is as follows:

Council Member:	**Appointee:**	**Term Expires:**
Jose Rodriguez	Muhammad Latif	12/1/2020

DISCUSSION:

The TAB is comprised of 7 members of whom 6 are nominated by individual Council members and 1 is appointed by the Mayor. Board members serve a term of 2 years or until the Mayor or Council Member who nominated the TAB member is no longer serving, whichever period is shorter. The members typically have transit knowledge and experience which is beneficial when participating and making recommendations during TAB meetings aimed at improving the City's transit services.

Mr. Latif submitted an application to serve as a TAB member on August 1, 2019. He is currently serving on the City's Americans with Disabilities Act Advisory Council and on the Loan Review

Committee. He has resided in the City of Madera for 19 years and is looking forward to serving on the TAB to the best of his abilities to try to make a positive contribution to transit services for the City.

FINANCIAL IMPACT:

There is no financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

- Deny approval of Resolution and request that an alternate candidate be considered at a later meeting.

ATTACHMENTS:

1. Resolution
2. Application

RESOLUTION NO. 19 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING MR. MUHAMMAD LATIF TO THE CITY OF MADERA TRANSIT ADVISORY BOARD REPRESENTING DISTRICT 2.

WHEREAS, Councilmember Jose Rodriguez has nominated Mr. Muhammad Latif for appointment to the City of Madera Transit Advisory Board.

WHEREAS, Mr. Muhammad Latif has accepted the nomination and wishes to serve as a member of the Transit Advisory Board.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY FINDS RESOLVES AND ORDERS AS FOLLOWS:

1. The above recitals are true and correct.
2. Muhammad Latif is hereby appointed to the office of the Transit Advisory Board of the City of Madera for the term prescribed by law.
3. This resolution is effective immediately upon adoption.

* * *

RECEIVED
AUG 0 1 REC'D
BY: M.A.

CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- ☐ ADA Advisory Council
- ☐ Airport Advisory Commission
- ☐ Beautification Committee
- ☐ Civil Service Commission
- ☐ CDBG Review and Advisory Committee
- ☐ Loan Review Committee
- ☐ Planning Commission
- ☒ Transit Advisory Board Unit #2
- ☐ Other: _____

Please type or print in ink.

LATIF MUHAMMAD
LAST NAME FIRST NAME M.I.

[redacted]
MAILING ADDRESS CITY, STATE ZIP E-MAIL ADDRESS

None FAMILY Bussiness (Helper) [redacted]
EMPLOYER JOB TITLE BUSINESS

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
19 YEARS ___ MONTHS	☒ YES ☐ NO	☐ YES ☒ NO

EDUCATIONAL BACKGROUND:

Two years college,

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

AOAA counel, Madera
Loan Review Committee Madera
Owner Manager Grocery Store in Madera
26 years in Bank as Manager security officer, Notary Public

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

As Above

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I will serve see all matters as advised in Laws of Transit - advisory Board. I like love my town, community get opportunity to serve Best of city.

REFERENCES (Optional):

MR. Robert Poythress Supervisor county Board
Mr. Gary Caranda Assesor office Madera.
MR. Derik Robinson city Council Member
MR. JOSE RODRIGUEZ, Council Member, city of Madera

7. 19. 19
DATE

SIGNATURE

8. 1. 19

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:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving the Amended Application for Transportation Development Act (TDA), State Transit Assistance (STA) Funds for Fiscal Year (FY) 2019/20 with STA FY 2008/09 Carryover Balances of $24,471.53 and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC)

RECOMMENDATION:

That the City Council (Council) adopts a Resolution:

1. Approving the FY 2019/20 Revised Application for TDA, STA funds with FY 2008/09 carryover balances

2. Authorizing the City Engineer to execute the amended application and submit it to the MCTC for approval and adoption.

SUMMARY:

Annually, the local agencies are required to submit applications for Local Transportation Funds (LTF) and STA funds for approval by the MCTC. The applications outline the intended use of available funds.

The Council adopted Resolution No. 19-100 on June 19, 2019 approving the use of STA funds for transit related services for Madera Metro and Madera Fixed Route Bus System. This application must be revised as the California State Controller provided a revised apportionment of funds for the City for the current fiscal year from $649,581 to $594,592, a reduction of $54,989. Additionally, MCTC determined that $24,471.53 of outstanding balance of STA funds from FY 2008/09 (10 years ago) allocated to the City was never carried over and therefore was never recognized in subsequent applications. It must therefore be included in an amended application.

DISCUSSION:

STA and LTF applications are prepared for funds apportioned to the City, Madera County, and City of Chowchilla by the MCTC based on population pursuant to the TDA. Changes to these applications by the local agency may be made through an amended application at any time. The original application by the local agency was prepared to reflect the proposed expenditures for the coming fiscal year using only the allocation of funds provided by MCTC in June, and as required by State statue. The amended application for STA funds will reflect the revised amount as provided by MCTC. The use of STA funds is limited to transit related programs.

The revised amount of STA funds for FY 2019/20 is $594,592, after including the STA outstanding balance of $24,471.53 from FY 2008/09 the total funds for STA is $619,063.53

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 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:

Council may not approve the revised application for TDA, STA funds including carryover balances from FY 2008/09. In doing so, the City will lose out on these funds.

ATTACHMENTS:

1. Resolution
2. TDA-STA Original Apportionment
3. TDA-STA Revised Apportionment
4. STA FY 2008/09 Outstanding Balance

Attachment 1

Resolution

RESOLUTION NO. 19 - _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT ACT, STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR (FY) 2019/20 WITH CARRYOVER BALANCES FROM FY 2008/09 OF $24,471.53 AND AUTHORIZING THE CITY ENGINEER EXECUTE THE REVISED APPLICATION AND SUBMIT IT TO THE MADERA COUNTY TRANSPORTATION COMMISSION

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

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

WHEREAS, the California State Controller revised the allocation of STA funds in FY 2019/20 as reported by MCTC; and

WHEREAS, the outstanding balance of STA funds in FY 2008/09 must be added to the FY 2019/20 amended application for proper accounting purposes; and

WHEREAS, the amended TDA - STA application including the actual FY 2008/09 outstanding balance and the revised TDA – STA funds for Fiscal Year 2019/20 provided by MCTC is submitted to the City Council for its review and consideration.

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 Amended Applications for Transportation Development Act - State Transit Assistance Funds, for Fiscal Year 2019/20 of $594,592 including the outstanding balance of STA from FY 2008/09 is approved.

3. The City Engineer is authorized to execute the amended TDA – STA application and submit it to the Madera County Transportation Commission for adoption.

4. This resolution is effective immediately upon adoption.

****

Attachment 2

TDA-STA Original Apportionment

Madera County Transportation Commission

Local Transportation Fund (LTF)

2019/20 Apportionment to Member Agencies

2019/20 Estimate per Madera County Auditor/Controller	$	4,513,322
Less MCTC Administration Expense	$	(100,000)
Balance Available for Allocation	**$**	**4,413,322**

County/Chowchilla adjustment for prison population per May 21, 1996 Agreement
1/31/19 Prison Population from DCR = **5,998**

	DOF(E-1) Population 05/01/19	DOF Prison Population	Adjusted Populations
Chowchilla	18,742	(5,998)	12,744
County	74,375	5,998	80,373

Member	DOF Population 05/01/19	Percent	Available for Allocation	2% Article 3 Bicycle & Pedestrian	3% RTPA Planning	Article 4, 8 Balance
Chowchilla	12,744	7.99%	$ 352,544	$ 7,051	$ 10,576	$ 334,917
Madera	66,419	41.63%	$ 1,837,381	$ 36,748	$ 55,122	$ 1,745,511
County	80,373	50.38%	$ 2,223,397	$ 44,467	$ 66,702	$ 2,112,228
	159,536	100.00%	$ 4,413,322	$ 88,266	$ 132,400	$ 4,192,656

State Transit Assistance Fund (STA)

2019/20 Apportionment to Member Agencies

2019/20 Allocation per State Controller (PUC 99313)	**$**	**1,541,737**
2019/20 Allocation per State Controller (PUC 99314)	**$**	**12,366**
	$	**1,554,103**

Member	DOF (E-1) Population 05/01/19	Percent	PUC 99313 Allocation	PUC 99314 Allocation	**Total**
Chowchilla	12,744	7.99%	$ 123,157	$ 2,090	**$ 125,247**
Madera	66,419	41.63%	$ 641,865	$ 7,716	**$ 649,581**
County	80,373	50.38%	$ 776,715	$ 2,560	**$ 779,275**
	159,536	100.00%	$ 1,541,737	$ 12,366	**$ 1,554,103**

SB-1 State of Good Repair Program (SGR)

2019/20 Apportionment to Member Agencies

2019/20 Allocation per State Controller (PUC 99313)	**$**	**214,784**
2019/20 Allocation per State Controller (PUC 99314)	**$**	**1,723**
	$	**216,507**

Member	DOF (E-1) Population 05/01/19	Percent	PUC 99313 Allocation	PUC 99314 Allocation	**Total**
Chowchilla	12,744	7.99%	$ 17,157	$ 291	**$ 17,448**
Madera	66,419	41.63%	$ 89,420	$ 1,075	**$ 90,495**
County	80,373	50.38%	$ 108,207	$ 357	**$ 108,564**
	159,536	100.00%	$ 214,784	$ 1,723	**$ 216,507**

Attachment 3

TDA-STA Revised Apportionment

Madera County Transportation Commission

Local Transportation Fund (LTF)

2019/20 Apportionment to Member Agencies

2019/20 Estimate per Madera County Auditor/Controller	$ 4,513,322
Less MCTC Administration Expense	$ (100,000)
Balance Available for Allocation	**$ 4,413,322**

County/Chowchilla adjustment for prison population per May 21, 1996 Agreement
1/31/19 Prison Population from DCR = **5,998**

	DOF(E-1) Population 05/01/19	DOF Prison Population	Adjusted Populations
Chowchilla	18,742	(5,998)	12,744
County	74,375	5,998	80,373

Member	DOF Population 05/01/19	Percent	Available for Allocation	2% Article 3 Bicycle & Pedestrian	3% RTPA Planning	Article 4, 8 Balance
Chowchilla	12,744	7.99%	$ 352,544	$ 7,051	$ 10,576	$ 334,917
Madera	66,419	41.63%	$ 1,837,381	$ 36,748	$ 55,122	$ 1,745,511
County	80,373	50.38%	$ 2,223,397	$ 44,467	$ 66,702	$ 2,112,228
	159,536	100.00%	$ 4,413,322	$ 88,266	$ 132,400	$ 4,192,656

State Transit Assistance Fund (STA)

2019/20 Apportionment to Member Agencies

2019/20 Allocation per State Controller (PUC 99313)	**$ 1,391,527**
2019/20 Allocation per State Controller (PUC 99314)	**$ 36,859**
	$ 1,428,386

Member	DOF (E-1) Population 05/01/19	Percent	PUC 99313 Allocation	PUC 99314 Allocation	**Total**
Chowchilla	12,744	7.99%	$ 111,157	$ 17,663	**$ 128,820**
Madera	66,419	41.63%	$ 579,329	$ 15,263	**$ 594,592**
County	80,373	50.38%	$ 701,041	$ 3,933	**$ 704,974**
	159,536	100.00%	$ 1,391,527	$ 36,859	**$ 1,428,386**

SB-1 State of Good Repair Program (SGR)

2019/20 Apportionment to Member Agencies

2019/20 Allocation per State Controller (PUC 99313)	**$ 215,016**
2019/20 Allocation per State Controller (PUC 99314)	**$ 5,695**
	$ 220,711

Member	DOF (E-1) Population 05/01/19	Percent	PUC 99313 Allocation	PUC 99314 Allocation	**Total**
Chowchilla	12,744	7.99%	$ 17,176	$ 2,729	**$ 19,905**
Madera	66,419	41.63%	$ 89,517	$ 2,358	**$ 91,875**
County	80,373	50.38%	$ 108,323	$ 608	**$ 108,931**
	159,536	100.00%	$ 215,016	$ 5,695	**$ 220,711**

Attachment 4

TDA-STA FY 2008/09 Outstanding Balance

STATE TRANSIT ASSISTANCE FUNDS
FY 2008-09

Local Agency	*Allocation*	*Expended*	*Balance*
City of Madera			
Dial-A-Ride Operations	$103,170.00	103,170.00	**$0.00**
Dial-A-Ride Capital	$0.00	-	**$0.00**
MAX Capital	$91,882.00	78,937.59	**$12,944.41**
MAX Operation	$4,900.00	4,901.00	**($1.00)**
FTA Sec 5307-Intermodal Op. match	$0.00	-	**$0.00**
FTA Sec 5307-Intermodal Cap. match	$12,967.00	1,438.88	**$11,528.12**
Fix Route Bus System	$ -	$ -	**$ -**
	$212,919.00	$ 188,447.47	**$ 24,471.53**
City of Chowchilla			
Chowchila Reserve	$ -	-	**$ -**
Chowchilla Area Express	$ 20,489.00	$ 20,489.00	**$ -**
	$ 20,489.00	$ 20,489.00	**$ -**
County of Madera			
Dial-A-Ride City of Madera	$ 168,944.00	$ 168,944.00	**$ -**
CATX-Chowchilla Transit	$ -	$ -	**$ -**
MCCAA-Senior/Escort Transit	$ -	$ -	**$ -**
Madera County Connection	$ -	$ -	**$ -**
Madera Reserve	$ -	$ -	**$ -**
	$ -	$ -	**$ -**
	$ 168,944.00	**$ 168,944.00**	**$ -**
Total	**$ 402,352.00**	**$ 377,880.47**	**$ 24,471.53**

Expenditure Ledger

STA

9/27/2019

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-7

SUBJECT: **Consideration of a Minute Order Acceptance of the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance Project City Project No. R-68, Federal Project No. CML-5157 (110)**

RECOMMENDATION:

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

1. Acceptance of the Construction of Golden State Boulevard Shoulder Paving from Pecan Avenue to Madera Community Hospital Entrance Project City Project No. R-68, Federal Project No. CML-5157 (110) Project
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 June 5, 2019 meeting, awarded a contract to On Point Grading and Paving, Inc., for the Project. The Contractor has substantially 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.

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 saw cutting the edge of the existing pavement, grading and compacting, and paving a four and a half foot shoulder and three feet of shoulder backing.

The final progress payment, less the retention amount of five percent, has been processed. The original contract amount was $141,161.

One Contract Change Order has been processed for scope of work added and credited/deducted to the Project as tabulated in Table 1 below.

Table 1: *Change Order No. 1*		
CCO	*Item Description*	*Amount*
1-1	Credit 29 Ton Bid Item #6 Type A – 1/2 Inch HMA @ $104.2/Ton	($3,021.8)
1-2	Credit 54 Ton Bid Item #7 Shoulder Backing @ $66.16/Ton	($12,967.36)
1-3	Credit Bid Item #8 Lead Compliance Plan @ $1,430.00 LS	*(1,430.00)*
1-4	Credit Compaction Retest Cost @ $360.00 LS	*($360.00)*
	TOTAL ADDITIVE AMOUNT	**$0.00**
	TOTAL DEDUCTIVE AMOUNT	**($17,779.16)**
	TOTAL CHANGE ORDER NO. 1	**($17,779.16)**

The total cost of the Change Order is a deductive in the amount of $17,779.16 decreasing the cost of the project approximately 12.6 percent to $139,381.84.

The construction project was completed within the contract time and adjusted budgeted amount as approved at the June 5, 2019 Council meeting.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund given that the project was completed under budget.

Funding for the project is programmed in Fiscal Year 2019/20 budget to include Congestion Mitigation and Air Quality (CMAQ) and Local Transportation Fund (LTF).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 126: Provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

ALTERNATIVES:

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

ATTACHMENTS:

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 **NOVEMBER 20, 2019**
7. The name of the original contractor, if any, for such work of improvement was **Onpoint Grading and Paving, 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:

GOLDEN STATE BOULEVARD SHOULDER PAVING FROM PECAN AVENUE TO MADERA COMMUNITY HOSPITAL ENTRANCE PROJECT CITY PROJECT NO. R-68, FEDERAL PROJECT NO. CML-5157 (110)

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

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 November, 2019, 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

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-8

SUBJECT:

Actions Relating to Final Map for Melanie Meadows II and III Subdivision (Tract No. 19-S-04):

1) Consideration of a Resolution of the City of Madera Approving the Final Map for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

2) Consideration of a Resolution of the City of Madera Approving Annexation of the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the following resolutions:

1. Resolution No. 19-_____which provides:
   a. Approving the Final Map for the Melanie Meadows Phase II and III Subdivision.
   b. Approving Agreement for the Construction of Improvements for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04).
   c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04).
   d. Accepting the Dedication of Land for Public Use.

2. Resolution No. 19-_____ which provides:
   a. Approving Annexation of Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) into Landscape and Lighting Assessment District Zone of Benefit 21D of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for 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.

SUMMARY:

The Planning Commission on August 9, 2005 approved Tentative Subdivision Map No. TSM VIII-05-11 for the Melanie Meadows Phase II and III Subdivision ("Project"). The Subdivider is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for Melanie Meadows Phase II and III Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements for the vast majority of the subdivision have previously been paid as part of off-site construction of improvements that occurred in conjunction with the Phase I subdivision agreement. Bonds for remaining improvements for such things as minor revisions to the street layout and water meters will be provided in advance of the approval of this Improvement Agreement.

The Subdivider, K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company has signed a Landowner's Consent for annexation into Zone of Benefit 21D of City-Wide Landscape Maintenance District. Pursuant to CEQA Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

The Subdivider requested reimbursements for oversize of storm drain and sanitary sewer improvements requested by the previous City Engineer approximately 13 years ago, not originally identified in the conditions of approval but necessary to intercept said sewer and storm flows. Said reimbursement is included in the Agreement.

FINANCIAL IMPACT:

The Subdivision is included in the City's Community Facilities District to offset any impacts to the City's General Fund. The Subdivider has also paid the required fees for the plan checking and inspection of the installation of required improvements for the subdivision.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

Action 134.1: Consider establishment of design/landscape standards for neighborhoods and business construction - *Current landscape design standards have been enforced which aid in the establishment of Well-Planned Neighborhoods and Housing.*

ALTERNATIVES:

If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zones, this would result in the inability to record the map and for the Subdivider to complete the project. Disapproval will require the Council make certain findings that specific conditions that have not been met.

ATTACHMENTS:

1. Resolution - Approving Final Map
    - Exhibit A - Improvement Agreement
        - Exhibit A – Legal Description
        - Exhibit B – Development Impact Fees
2. Resolution - Confirmation of the Diagram and Assessments (Zone of Benefit 21D)
    - Exhibit A – Legal Description
    - Exhibit B - Assessment Diagram (Zone 21D)
    - Exhibit C- Assessment Amounts
3. Covenant - LMD Zone 21D
    - Exhibit A - Legal Description
4. LMD Zone Map
5. Project Location Map

Attachment 1

Resolution
Final Map and Agreement

RESOLUTION NO. 19-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE MELANIE MEADOWS PHASE II AND III SUBDIVISION (TRACT NO. 19-S-04) AND IMPROVEMENT AGREEMENT AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY

WHEREAS, the Planning Commission on August 9, 2005 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Melanie Meadows Phase II and III Subdivision as part of Tentative Subdivision TSM VIII-05-11; and

WHEREAS, that certain Final Map for the Melanie Meadows Phase II and III Subdivision, prepared by Harbison International, Inc., on behalf of K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on August 9, 2005; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is attached hereto as Exhibit "A" (and on file in the office of the City Clerk entitled, "Improvement Agreement Melanie Meadows Phase II and III Subdivision (Final Map. No. 19-S-04)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Melanie Meadows Phase II and III Subdivision on file in the office of the city engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than One Million One Hundred Seventy-Seven Thousand Eight Hundred Thirty-Four Dollars and Fifty Cents ($1,177,834.50); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and

property damage insurance as required in the above-mentioned Agreement entitled "Improvement Agreement Melanie Meadows Phase II and III Subdivision (Final Map. No. 19-S-04)," as will be filed in the office of the city clerk.

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 Final Map for the Melanie Meadows Phase II and III Subdivision (Tract No. 19-S-04) is approved.

3. The agreement entitled "Improvement Agreement Melanie Meadows Phase II and III Subdivision (Final Map. No. 19-S-04)" for the construction of improvements for the Melanie Meadows Phase II and III Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.

4. The Mayor is authorized to execute the Agreement on behalf of the City.

5. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Melanie Meadows Phase II and III Subdivision.

6. The dedication of lands for public use is accepted.

7. This resolution is effective immediately upon adoption.

* * * * * * * * * * *

Exhibit A

Agreement

RECORDING REQUESTED BY:

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

Fee Waived Per Section 27383 & 27388.1(a)(2)(D) of the Government Code

IMPROVEMENT AGREEMENT
MELANIE MEADOWS PHASE II AND III SUBDIVISION
(FINAL MAP. NO. 19-S-04)

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ___ day of _____, 2019, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

A. Owner has filed with City a certain subdivision map of a proposed division of land known as MELANIE MEADOWS PHASE II AND III SUBDIVISION, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. VIII-05-11 ("Tentative Map") is on file with the City Clerk.

B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.

C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

D. Owner is required to construct certain street, utility, and public improvements within

the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Tentative Tract No. VII-05-11 Melanie Meadows Subdivision, Subdivision Improvement Plans", as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

E. Reference is made hereby to (a) that certain subdivision map entitled, "Subdivision No. 19-S-04" Melanie Meadows Phase II and III, (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.

F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.

G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq*. ("the Subdivision Map Act"), and Section 10-2.701 *et seq*. of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

Wherever used in the Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "Engineer" shall mean the City Engineer of the City of Madera, or duly authorized representative.
2. "Inspector" shall mean the City Engineer of the City of Madera, or his duly authorized representative.
3. "Standard Specifications" shall mean the City of Madera Standard Specifications, including attached details and amendments thereto.
4. "Division" shall mean and include the real property shown and described on the subdivision map as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
5. "Improvements" shall mean all work and improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, concrete, paving, fencing, landscaping, irrigation, grading, and traffic signals.

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.

3. Fee Adjustments:
    a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
    b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Owner's activities to the fullest extent permitted by law, Owner 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 Owner (and its Subcontractors), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Owner (and its Subcontractors) and the City in the performance of professional activities 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, Owner 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 Owner or by any individual or City for which Owner is legally liable, including, but not limited to officers, agents, employees, or subcontractors of Owner, except when caused by the active negligence, sole negligence, or willful misconduct of City.

E. INSURANCE

Prior to the commencement of any work pursuant to this contract, Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars ($5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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.

F. NOTICE OF COMPLETION

The offers of dedication made on the Subdivision Map shall remain open, but will not be accepted by the City until the City Council accepts the Improvements and authorizes the recording of a Notice of Completion. The City may accept such offers in its sole discretion at any later date without further notice to Owner. Until such time as City formally accepts the Improvements and any lands, rights of way or easements, Owner shall be responsible to maintain such lands, rights of way, easements and improvements in a safe condition and good repair.

Owner agrees that the use of any or all streets and improvements specified in this Agreement shall be at all times, prior to the final acceptance of the subdivision by City, at the sole and exclusive risk of Owner, and the issuance of any occupancy permits by City for dwellings located within the subdivision shall not be construed in any manner to be an acceptance or approval of any or all of the streets and improvements in the subdivision, or that stage of development of the streets and improvements represented by their condition

at the time of issuance of any occupancy permits, or any stage of their development reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

Prior to recording the Final Map, or unless otherwise indicated, Owner shall furnish to the City performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the City Engineer whose actions shall be reasonable and consistent with the provisions of this Agreement. Owner shall provide the following as security:

1. Performance Security. Owner shall provide to City performance security in an amount no less than Seven Hundred Eighty-Five Thousand Two Hundred Twenty-Three Dollars ($785,223.00) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.

2. Payment Security. Owner shall provide to City payment security in an amount no less than Three Hundred Ninety-Two Thousand Six Hundred Eleven Dollars and Fifty Cents ($392,611.50) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.

3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Seventy-Eight Thousand Five Hundred Twenty-Two Dollars and Thirty Cents ($78,522.30). The warranty security shall serve as a guarantee and

warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

Owner and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done, and for any work or labor thereon of any kind and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor, and shall file with the City pursuant to section 3800 of the Labor Code a Certificate of Worker's Compensation and shall maintain a valid policy of Worker's Compensation Insurance for the duration of the period of construction or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 21D pursuant to California Streets and Highway Code section 22500, *et. seq*., and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 21D of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 21D shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 21D is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

Owner shall grant City an easement for maintenance, repair or reconstruction of any water main or sewer main or other City-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City

may do, or cause to be done, those acts required of Owner, and shall have recourse against so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this Agreement, or the security therefor, the prevailing party in such action shall be awarded reasonable costs and attorney's fees as may be determined by the Court.

L. TIME OF THE ESSENCE

Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

This Agreement is an integrated agreement, and includes the documents referenced herein and its Exhibits, which are included herewith and made a part of this Agreement. The Final Map has been recorded separately, and a copy is on file with the City Clerk. This Agreement supersedes all prior negotiations, representation, or agreements, whether written or oral.

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM VIII-05-11 approving the Tract Map as adopted on August 9, 2005 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies

having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

Owner shall: (i) be required to pay, and shall cause its contractor and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which Owner receives credits or reimbursements, if any, and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a); and (ii) comply with any applicable provisions of California Labor Code Sections 1720 *et seq*. and implementing regulations of the Department of Industrial Relations. Owner shall or shall cause its contractor and subcontractors to keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, Owner shall, or shall cause its contractor to, post at the Subject Property the applicable prevailing rates of per diem wages. As required by Section D of this Agreement, Owner shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the City) City against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including Owner, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 *et seq*. and the implementing regulations of the Department of Industrial Relations in connection with construction of any Improvements, if any, that are public improvements.

R. ENFORCEMENT OF OBLIGATIONS

City may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided by the following subsection entitled "Attorney's Fees and Legal Expenses," in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed Owner's sole legal remedy for breach or violation of this Agreement by City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees

and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

This Agreement shall burden the Subject Property described and constitute a covenant running with the land in favor of and for the benefit of City which shall be binding upon the successors, transferees, and heirs of Owner. Owner consents to the recordation of this Agreement with the Madera County Recorder.

V. WAIVER

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

W. SUBORDINATION

Owner hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

X. NO ASSIGNMENT

No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

Y. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of the Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

Z. AMBIGUITIES OR UNCERTAINTIES

Any ambiguities or uncertainties herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of the Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code §1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

AA. SEVERABLE PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

BB. RELEASE OF CONDITIONS

The conditions and obligations of this Agreement shall remain in full force and effect until such time as City Engineer issues a written release finding the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Madera County Recorder.

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% of engineer's estimate in an amount no less than Seven Thousand Eight Hundred Fifty-Two Dollars and Twenty-Three Cents ($7,852.23), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIRSHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Owner hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for Subdivision No. 19-S-04 Melanie Meadows Subdivision Phase II and III as noted herein below:

No Reimbursements are due.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by Harbison International, Inc., for Subdivision No. 19-S-04 Melanie Meadows Subdivision Phase II and III the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Storm Drain Construction

   a. Oversize – Oversize of an as yet to be determined length of storm drain pipe. Eligible costs (as originally incurred at time of construction) is based on the difference between installing an 18-inch pipe (or the size required to service the subdivision alone, whichever is greater) and the size actually installed. Reimbursement is provided through the City's Impact Fee Program, subject to the availability of funds. Owner shall provide calculations supporting the extent of oversize provided.

   b. Cost (as originally incurred at time of construction) of extension storm drain pipe to connect the Melanie Meadows storm drain system with adjacent

subdivision. Reimbursement is provided through the City's Impact Fee Program, subject to the availability of funds.

2. Sanitary Sewer Construction

a. Oversize – Oversize of an as yet to be determined length of sanitary sewer pipe. Eligible costs (as originally incurred at time of construction) is based on the difference between installing an 8-inch pipe (or the size required to service the subdivision alone, whichever is greater) and the size actually installed. Reimbursement is provided through the City's Impact Fee Program, subject to the availability of funds. Owner shall provide calculations supporting the extent of oversize provided.

b. Cost (as originally incurred at time of construction) of extension of sanitary sewer pipe to connect the Melanie Meadows storm drain system with adjacent subdivision. Reimbursement is provided through the City's Impact Fee Program, subject to the availability of funds.

3. Terms of Reimbursements to be Provided to Owner

The following terms shall apply to any and all reimbursements to be provided to Owner.

a. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer.

b. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and

only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

JJ. COVENANT TO MAINTAIN TEMPORARY EMERGENCY ACCESS ROAD

As stipulated in the subdivision agreement for Phase I, Owner shall remain responsible for maintenance of the temporary emergency access road shown on the "TENTATIVE TRACT NO. VII-05-11 MELANIE MEADOWS SUBDIVISION, SUBDIVISION IMPROVEMENT PLANS". Said road and its various design features including the water line be perpetually maintained in a useable state until such time as a permanent access road is provided to the subdivision. Upon determination of the City Engineer that it is no longer needed, Owner shall be responsible for the full and complete demolition and removal of said road. For the purposes of satisfying security requirement, Owner hereby agrees to defer reimbursement of storm drain improvements cited above until such time as temporary access road and water line is removed.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Madera County, California.

MM. ACKNOWLEDGEMENT OF CONTENT

Each Party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Owner.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the work and improvements and materials shall be performed, installed and provided in strict accordance with the City of Madera Standard Specifications incorporated herein by this reference, as though set forth in full. All of said work and improvements shall also comply with the requirements of the Madera Municipal Code. In case there are not any Standard specifications of the City for any said work, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

Any work required under this Agreement shall also be performed, installed and provided in accordance with the standards of the State Water Resources Control Board, State Regional Water Quality Control Board, San Joaquin Unified Air Pollution Control District and those of other agencies identified in the Tentative Map Conditions of Approval insofar as they apply.

Until final acceptance of the Improvements, Owner shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision, and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted or required on the plans for the Final Map, which may include plans relating to sewer, water, streets, storm drainage, street lighting, landscape and irrigation, grading, traffic signals, etc., as well as those required by Conditions of Approval (herein collectively referred to as "Improvements") are incorporated by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding the fact that Owner's plans and specifications have been approved by the City, and that completion of the work and other acts are subject to approval of the City, it is understood and agreed that any approval by the City hereof shall in no way relieve Owner of satisfactorily performing said work or its obligations hereunder.

Owner agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer. Owner agrees it shall comply with Madera Municipal Code section 10-2.707(C), which gives the City the right to modify plans and specifications.

D. SCHEDULE

Owner shall perform the work and improvements hereinafter specified to the satisfaction of the City Engineer. Owner understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement.

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

If the construction of the Improvements shall be delayed without the fault of Owner, the time for completion thereof may be extended by the City in writing signed by the City Engineer for such period of time as City may deem reasonable. However, City reserves the right to not issue Certificates of Occupancies for any structures constructed within this tract until improvements are constructed to the satisfaction of the City Engineer. Without limitation of the foregoing sentence, it is agreed that City shall have right to determine whether to issue or withhold Certificates of Occupancy if there is then existing a breach or failure to properly perform the obligations of this agreement, or if issuance would not serve the public health, safety or welfare.

Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connection and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soil tests shall be paid for by Owner and Owner shall contract with the soils lab directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction shall meet all City requirements.

F. CODES AND PERMITS

Owner shall comply with Street, Plumbing, Building, Electrical and Zoning Codes and any other Codes of the City and Owner shall secure an Encroachment Permit from City and the necessary insurance policies required under said permit before working on any City right-of-way or property.

Owner shall install all street improvements in accordance with City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

Whenever Owner varies the period during which work is carried on each day, Owner shall give due notice to the City Engineer so that proper inspection may be provided. Any work done in the absence of the City Engineer will be subject to rejection. The inspection of the work shall not relieve Owner of any of his obligations to fulfill the Agreement as prescribed. Defective work shall be made good and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or Inspector and accepted.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated in underground installations except for transformers consistent with the Construction Plans for Melanie Meadows Phase II and III Subdivision. All new utilities shall be undergrounded and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

(SIGNATURES ON NEXT PAGE)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

SUBDIVIDER/OWNER:

K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company

By: _____
Michael P. Wyatt, Region President

NOTARY ACKNOWLEDGEMENT REQUIRED

SUBORDINATION
(Wilmington Trust Company)

The undersigned is Beneficiary of the beneficial interest in and under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December _____, and recorded on _____, as Document No. _____, in the Official Records of Madera County, California (the "***Deed of Trust***"), which Deed of Trust is by and between K. HOVNANIAN AT MELANIE MEADOWS, LLC, a California limited liability company, as Trustor, and ORANGE COAST TITLE COMPANY, as Trustee, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee and Agent. The undersigned, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Agreement for the Construction of Improvements for Melanie Meadows Subdivision Phase II and III.

Dated:_____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Indenture Trustee and Agent

By:_____
Print Name:_____
Title:_____

Beneficiary

NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE(S)

EXHIBIT “A”
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the southwest corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof. Thence along west line of said Section 15, North 0° 28' west 2649.00 feet to west quarter section corner; thence along the east and west quarter section line south 89° 58’ east 841.61 feet; thence South 0° 07' east 2650.00 feet to south line of said Section 15; thence north 89° 54' west 825.00 feet to the Point of Beginning.

Excepting therefrom the north 40 acres conveyed To C.L. Chimmel by deed recorded December 1, 1933 in Volume 118 Of Official Records, Page 301.

Parcel 2:

Beginning at a point which bears north 89° 58' west 503.80 feet from the south quarter section corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian,

Thence north 89° 58' west 1306.80 feet;
Thence north 0° 07' west 1000.00 feet;
Thence south 89° 58' east 1306.80 feet;
Thence south 0° 07' east 1000.00 feet to the Point of Beginning.

Excepting therefrom the north 26 feet of the west 1300 feet thereof.

Also excepting therefrom:
Lots 1 through 54 inclusive of Melanie Meadows Subdivision Phase 1, in the City of Madera, County of Madera, State of California, recorded in Volume 65 Of Plats at Pages 11 through 13, Madera County Records.

EXHIBIT “B”
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee – northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee – northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee – southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee – southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee – SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee – exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee – northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee – northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee – southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee – southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee – existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee – SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee – city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees – pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees – Wells	562.34	300.78	0.072	[2]

Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at $272 per unit.
Road 28 interceptor to be based on a dwelling unit equivalency at $716 per unit.

[2] A minimum of $413 or the amount determined by the City Engineer by multiplying $413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.

Attachment 2

Resolution
Confirmation of the Diagram and Assessments for Zone of Benefit 21D

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF MELANIE MEADOWS PHASE II AND III SUBDIVISION (TRACT NO. 19-S-04) INTO ZONE OF BENEFIT 21D; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21D 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

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for FY 2020/2021 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 21D of said District consisting of Melanie Meadows Phase II and III Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 21D for the maintenance and servicing of landscaping facilities.

3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 21D on behalf of the City.

4. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2020/2021 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in the agreement "Covenant Landscape Maintenance District Zone of Benefit 21D."

5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.

6. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the southwest corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof. Thence along west line of said Section 15, North 0° 28' west 2649.00 feet to west quarter section corner; thence along the east and west quarter section line south 89° 58’ east 841.61 feet; thence South 0° 07' east 2650.00 feet to south line of said Section 15; thence north 89° 54' west 825.00 feet to the Point of Beginning.

Excepting therefrom the north 40 acres conveyed To C.L. Chimmel by deed recorded December 1, 1933 in Volume 118 Of Official Records, Page 301.

Parcel 2:

Beginning at a point which bears north 89° 58' west 503.80 feet from the south quarter section corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian,

Thence north 89° 58' west 1306.80 feet;
Thence north 0° 07' west 1000.00 feet;
Thence south 89° 58' east 1306.80 feet;
Thence south 0° 07' east 1000.00 feet to the Point of Beginning.

Excepting therefrom the north 26 feet of the west 1300 feet thereof.

Also excepting therefrom:

Lots 1 through 54 inclusive of Melanie Meadows Subdivision Phase 1, in the City of Madera, County of Madera, State of California, recorded in Volume 65 Of Plats at Pages 11 through 13, Madera County Records.

Exhibit B

Assessment Diagram

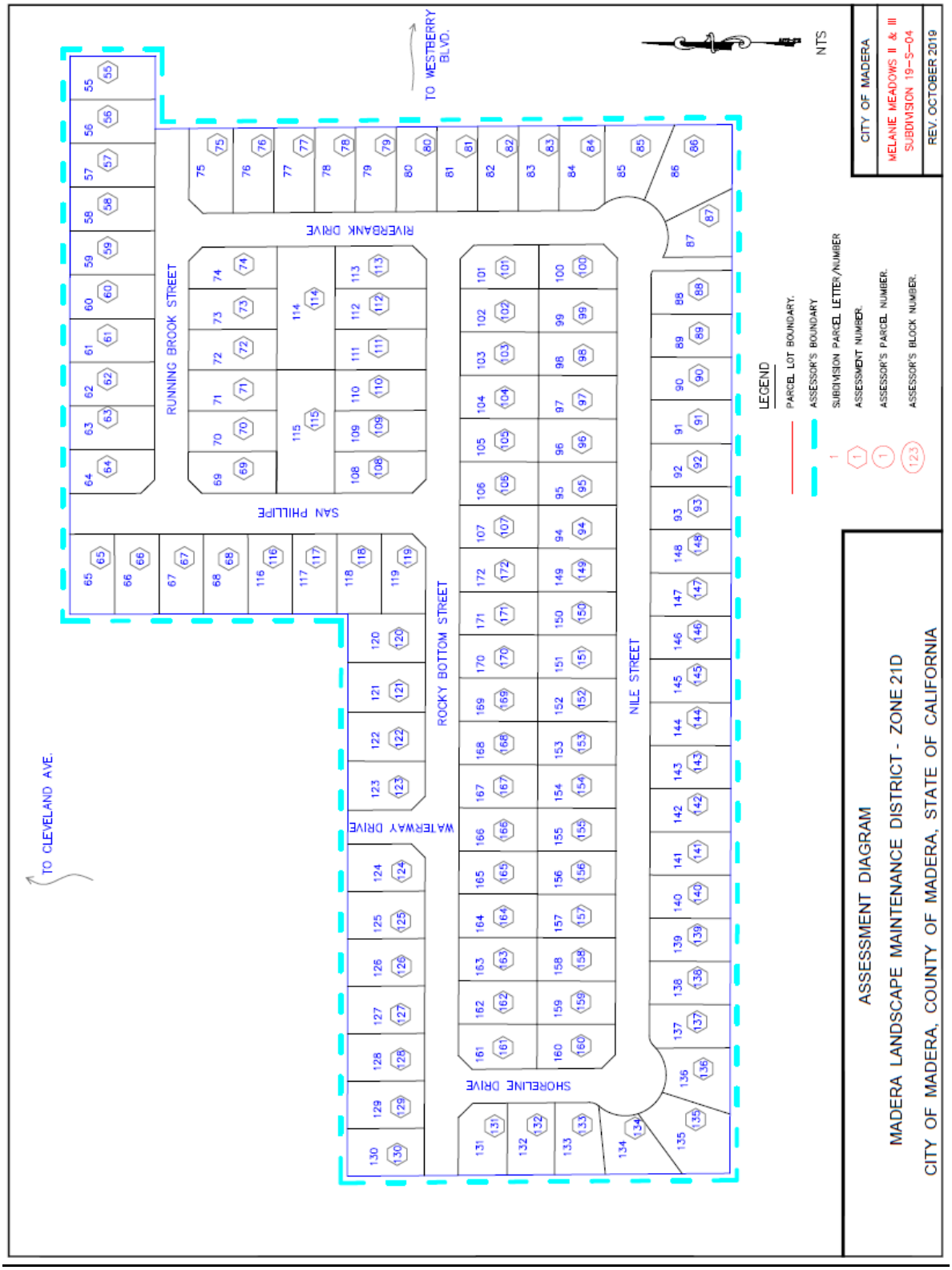


Exhibit C

Assessment Amounts
(Sheet 1 of 6)

Lot	Owner	Assessment Amount (FY 2020/2021)
55	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
56	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
57	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
58	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
59	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
60	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
61	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
62	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
63	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
64	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
65	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
66	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
67	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
68	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
69	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
70	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
71	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
72	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
73	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
74	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Exhibit C

Assessment Amounts
(Sheet 2 of 6)

Lot	Owner	Assessment Amount (FY 2020/2021)
75	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
76	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
77	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
78	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
79	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
80	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
81	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
82	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
83	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
84	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
85	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
86	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
87	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
88	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
89	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
90	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
91	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
92	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
93	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
94	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Exhibit C

Assessment Amounts
(Sheet 3 of 6)

Lot	Owner	Assessment Amount (FY 2020/2021)
95	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
96	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
97	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
98	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
99	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
100	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
101	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
102	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
103	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
104	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
105	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
106	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
107	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
108	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
109	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
110	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
111	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
112	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
113	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
114	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Exhibit C

Assessment Amounts
(Sheet 4 of 6)

115	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
116	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
117	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
118	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
119	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
120	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
121	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
122	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
123	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
124	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
125	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
126	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
127	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
128	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
129	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
130	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
131	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
132	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
133	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
134	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Exhibit C

Assessment Amounts
(Sheet 5 of 6)

135	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
136	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
137	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
138	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
139	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
140	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
141	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
142	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
143	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
144	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
145	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
146	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
147	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
148	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
149	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
150	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
151	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
152	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
153	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
154	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
155	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Exhibit C

Assessment Amounts
(Sheet 6 of 6)

156	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
157	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
158	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
159	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
160	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
161	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
162	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
163	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
164	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
165	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
166	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
167	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
168	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
169	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
170	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
171	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50
172	K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National	$ 117.50

Attachment 3

LMD Covenant

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

Fee Waived per Section 27383 & 27388.1(a)(2)(D) of the Government Code

COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 21D

WHEREAS, **K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company and Wilmington Trust, National Association** hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A" which is incorporated by reference; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map (TSM) VIII-05-11 approval and the Improvement Agreement to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission on August 9, 2005 approved Tentative Subdivision Map TSM VIII-05-11 for the Melanie Meadows Phase II and III Subdivision which provided for the annexation of this subdivision into the aforementioned Zone of Benefit;

and

WHEREAS, maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District subject to acceptance of the subdivision and all improvements including said landscaping.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Tentative Subdivision Map for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed $117.50 per each of the 118 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment

in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant shall be effective on November 6, 2019.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith B. Helmuth, P.E.,
City Engineer

COVENANTOR:

By: _____
K. Hovnanian at Melanie Meadows, LLC, A California Limited Liability Company

NOTARY ACKNOWLEDGEMENT REQUIRED

SUBORDINATION
(Wilmington Trust Company)

The undersigned is Beneficiary of the beneficial interest in and under that certain Deed of Trust, Security Agreement, Assignment of Leases and Rents and Fixture Filing dated December _____, and recorded on _____, as Document No. _____, in the Official Records of Madera County, California (the "***Deed of Trust***"), which Deed of Trust is by and between K. HOVNANIAN AT MELANIE MEADOWS, LLC, a California limited liability company, as Trustor, and ORANGE COAST TITLE COMPANY, as Trustee, and WILMINGTON TRUST, NATIONAL ASSOCIATION, as Indenture Trustee and Agent. The undersigned, as Beneficiary, expressly subordinates said Deed of Trust and its beneficial interest thereunder to the foregoing Agreement for the Construction of Improvements for Melanie Meadows Subdivision Phase II and III.

Dated:_____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Indenture Trustee and Agent

By:_____
Print Name:_____
Title:_____

Beneficiary

NOTARIAL ACKNOWLEDGMENT ON FOLLOWING PAGE(S)

EXHIBIT “A”

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

Parcel 1:

Beginning at the southwest corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the official plat thereof. Thence along west line of said Section 15, North 0° 28' west 2649.00 feet to west quarter section corner; thence along the east and west quarter section line south 89° 58’ east 841.61 feet; thence South 0° 07' east 2650.00 feet to south line of said Section 15; thence north 89° 54' west 825.00 feet to the Point of Beginning.

Excepting therefrom the north 40 acres conveyed To C.L. Chimmel by deed recorded December 1, 1933 in Volume 118 Of Official Records, Page 301.

Parcel 2:

Beginning at a point which bears north 89° 58' west 503.80 feet from the south quarter section corner of Section 15, Township 11 South, Range 17 East, Mount Diablo Base and Meridian,

Thence north 89° 58' west 1306.80 feet;
Thence north 0° 07' west 1000.00 feet;
Thence south 89° 58' east 1306.80 feet;
Thence south 0° 07' east 1000.00 feet to the Point of Beginning.

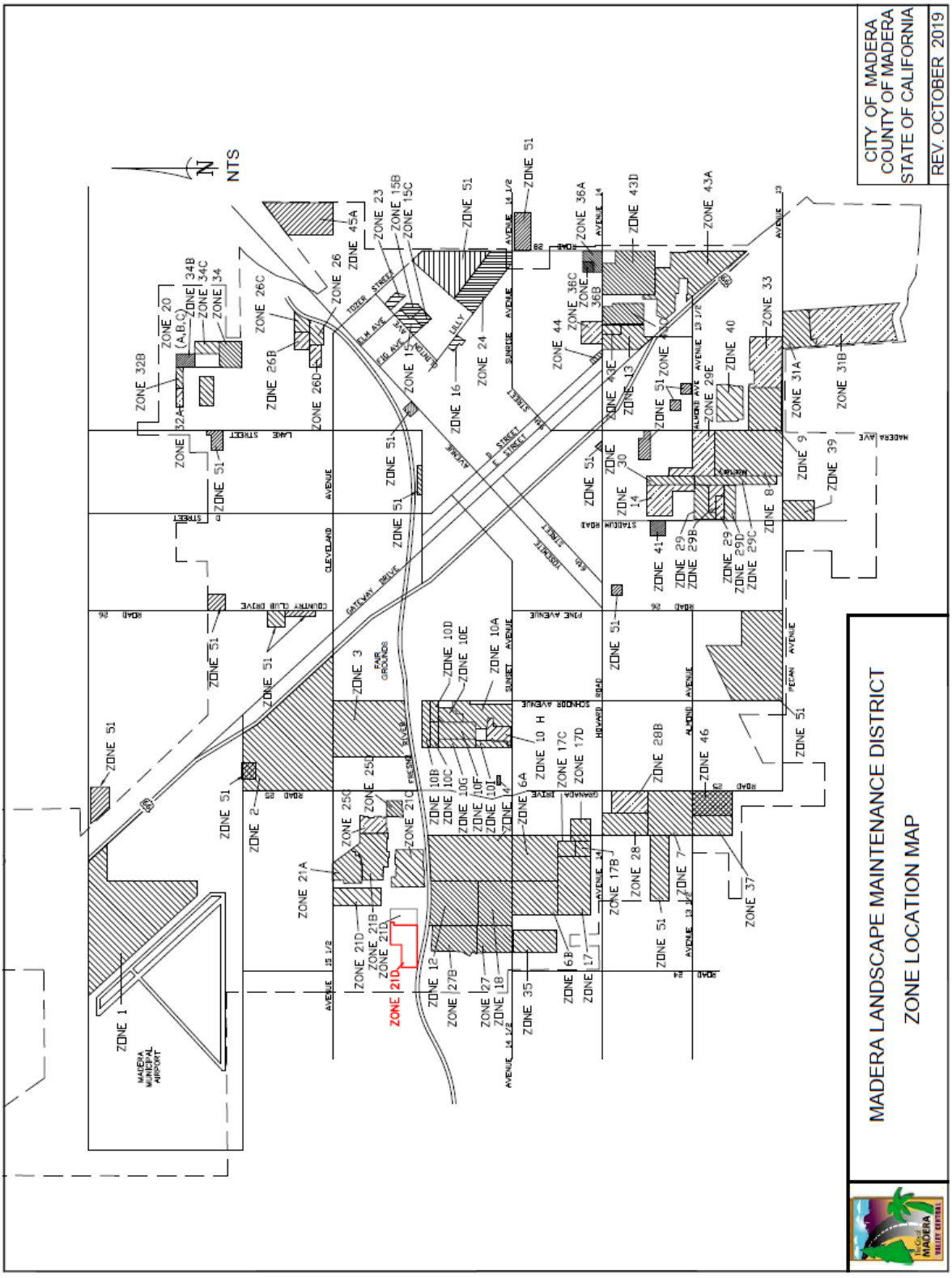
Excepting therefrom the north 26 feet of the west 1300 feet thereof.

Also excepting therefrom:

Lots 1 through 54 inclusive of Melanie Meadows Subdivision Phase 1, in the City of Madera, County of Madera, State of California, recorded in Volume 65 Of Plats at Pages 11 through 13, Madera County Records.

Attachment 4

LMD Zone Map



Attachment 5

Project Location Map



CITY OF MADERA ENGINEERING DEPARTMENT 205 W. 4TH STREET MADERA, CA 93637	K HOVNANIAN HOMES MELANIE MEADOWS II AND III SUBDIVISION	DR BY: EP CH BY: TL DATE: 10/24/19 SCALE: NTS SHT 1 OF 1

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Minute Order Accepting the City of Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention

RECOMMENDATION:

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

1. Acceptance of the City of Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02.
2. The recording of the Notice of Completion
3. The release of retention 35 days after recording of the Notice of Completion

SUMMARY:

The Council, at its April 18, 2019 meeting, awarded a contract to Cushman Contracting Corporation for Madera Wastewater Treatment Plant Rehabilitation Project, City Project No. WWTP 18-02 (Project). The Contractor has substantially 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.

DISCUSSION:

A final project inspection was conducted by the Engineering Department. Affected divisions within the Public Works Department also participated in the final review of the project. All parties agree the project can be recommended for acceptance by the City Council and a “Notice of Completion” recorded.

The work contracted was derived from a list of major maintenance items planned for completion over the next few years to increase process reliability, decrease risk of operations and assure continuous operation of the Wastewater Treatment Plant.

The six major maintenance items contracted for in the 2018 WWTP Rehabilitation Project included:

1. Anaerobic Digester Numbers 1, 2, and 3*
2. Digesters/Centrifuge Complex Underground Drain
3. Primary Clarifiers Numbers 1, 2, and 3
4. Primary clarifiers' effluent/oxidation ditches' influent pumps and motors
5. Plant Water Supply Wells and Hydro Pneumatic Tank System
6. Non-potable Water/Recycled Water Pumps and Hydro Pneumatic Tank System

** Proposed recoating of the Digesters under this project, was excluded from the contract due to budget constraints. The recoating work will be packaged as a new project for next fiscal year.*

Stantec Consulting Service prepared bid specifications and administered the construction contract as a result of a Request for Qualifications issued in late fall of 2016 to identify priority projects.

The Project was not intended to expand the plant's capacity or improve efficiency. The items and equipment included within the current program were selected by Staff in consultation with the Stantec to maintain critical redundancy and reduce risk of a catastrophic failure.

The original contract for the Project was in the amount of $3,312,000. Multiple Contract Change Order(s) were processed for work added/deleted to the project. Major contract adjustments are noted below.

Table 1: *Project Index item with associated Change Order additions or credits*

Item	*Bid Proposal & Contingency*	*Notes*	*Approved Contract and Change Orders Totals*
1)Digester # 1 Mixing system		CO#11)Cleaning,CO#12)Excavation, CO#13)Excavation,CO#18)Electrical, CO#24)Blocked Drain Line	$98,615.73
2)Digester # 1 Heat Exchange Rehab		CO#15)Heat Exchanger	$66,352.87
3)Digester 1-3 Valve Replacement		CO#8Potholing,CO#23)Asphalt Repair	$40,015.93
4)Primary Scum and Sludge Pumps Replacements			-
5)Primary Clarifier # 1-3 New Sludge Collection Equipment		CO#6)Slide Gates No.3,CO#16 Slide gates No.1-2,CO#27Stop Gates for Channel,CO#30.A) Coat Shafts No.2	$149,033.08

6)Concrete Repair and Coating		CO#5)Shoring(adder $45,794.68), CO#7)Existing PEPS Repairs(credit $118,900.00),CO#9)Bypass Pumping(adder $56,032.27)	($17,073.05)
7)Existing Well #2 Modifications			-
8)Existing Well #3 with New Wellhead		CO#21)Mechnical,CO#29)Gravel in Lieu of Hydroseeding	$25,004.03
9)New Surge Tank		CO#20)Ball Valves(adder $347.67), CO#30) SCADA(credit $25,000)	($24,652.33)
10) Existing Centrate Drain Pipeline (To be Lined)		CO#10)Valves,CO#4)Clean Outs, CO#3)Manhole, CO#2)West Grit Line, CO#1)East Grit Line	$161,186.36
11) Existing Well #1 and Hydrotank			$1,497.77
Original Contract Total	$ 3,312,000.00		$3,312,000.00
Original Contingency	$300,000.00		
*12) Emergency Contract Change Order for New Primary Effluent Pump Station (PEPS)	$1,363,601.00		$1,363,601.00
**Increase to Contract Contingency	$300.000.00		
Increase to Contract for New PEPS- Change Orders		CO#28)Walk,CO#26)Water Lines for PEPS, CO#25)Demo Duct Bank, CO#22)New Concrete Mix,CO#17)Off Haul Demo	$64,159.39
Total:	**$5,275,601.00**		**$5,239,740.78**

*Approved by Council February 20, 2019
**Approved by Council February 20, 2019

The Emergency Change Order 12) and associated contingencies were approved by Council once it became evident the intended repairs to the existing PEPS would not address unforeseen structural damage identified when the PEPS was drained.

The total amount of the Change Order(s), in table above under the Notes heading, resulted in a net increase to the contract of $ 564,139, increasing the cost of the project to $5,239,741. This is within the approved project budget and contingency's totals of $5,275,601.

FINANCIAL IMPACT:

Funding for the project was programmed in FY 2018/19 Capital Project and augmented with additional funds from the Unappropriated Fund Balance of the Sewer fund, as approved by the

Council on February 20, 2019. Construction of this project had no financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This proposed action is consistent with the Madera Vision Plan, specifically:

Strategy 115: "Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth."

ALTERNATIVES:

Council may delay acceptance or not accept project. A decision to delay or not accept the project would result in additional claims by the contractor unless such a decision is based on documentable concerns that might justify such a delay. A prolonged project completion time would also translate into additional project administration expenses.

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__**October 15, 2019**
7. The name of the original contractor, if any, for such work of improvement was _____

   Cushman Contracting Corporation

   (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:

   City of Madera Wastewater Treatment Plant Rehabilitation Project,
   City Project No. WWTP 18-02
10. The street address of said property is Madera_____**13048 Rd 21 ½, Madera CA, 93637**_____
    (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

City of Madera Wastewater Treatment Plant Rehabilitation Project,
City Project No. WWTP 18-02

STATE OF CALIFORNIA
County of Madera

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

Signature of Officer: _____

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

State of California
County of Madera

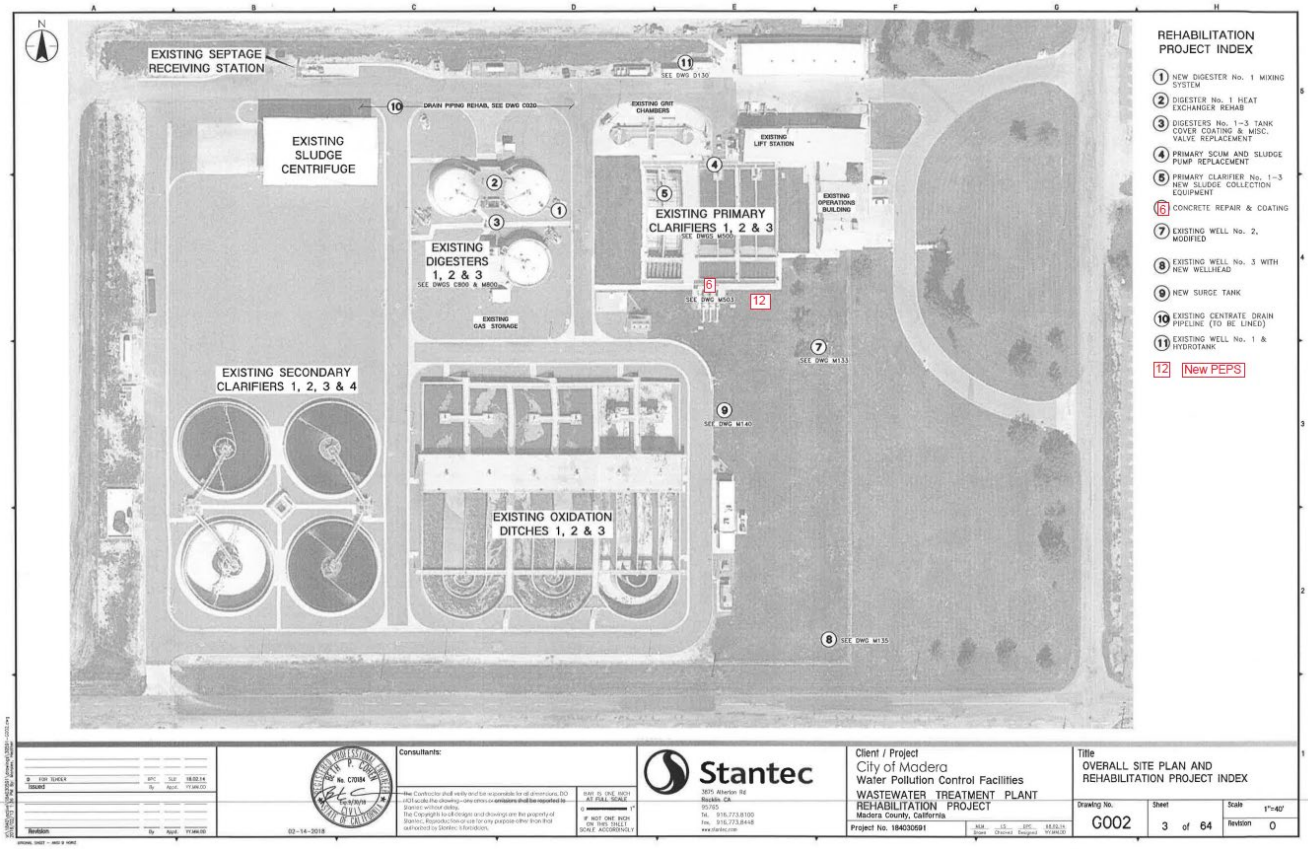
Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 2019, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____(Seal)
Alicia Gonzales, City Clerk

ATTACHMENT 2

LOCATION MAP

LOCATION
Rehabilitation Project Index



ATTACHMENT 3

PROJECT PICTURES



Figure 1: Digester # 1 Mixing System



Figure 2: Digester # 1 Heat Exchanger Rehab



Figure 3: Digester 1-3 Valve Replacement



Figure 4: Primary Scum and Sludge Pumps Replacements



Figure 5: Primary Clarifier # 1-3 New Sludge Collection Equipment



Figure 6: Concrete Repair and Coating



Figure 7: Existing Well # 2 Modifications



Figure 8: Existing Well #3 with New Wellhead



Figure 9: New Surge Tank



Figure 10: Existing Centrate Drain Pipeline (To Be Lined)



Figure 11: Existing Well #1 and Surge Tank (Removal)



Figure 12: New PEPS

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-10

SUBJECT: **Consideration of a Resolution Approving the Award of Contract for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK- 63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 in the Amount of $268,522 to Serna Construction, Inc., and Authorizing the Mayor to Execute the Agreement**

RECOMMENDATION:

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

1. Approving award of Contract for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 (Project) to Serna Construction Inc.

2. Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.

3. Authorizing funding of up to 10 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

4. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

On October 29,2019, the City received two bids for the Project. Serna Construction, Inc. submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Serna Construction, Inc. The funds needed to complete the project are programmed in the Capital Improvement Projects (CIP) Budget Fiscal Year (FY) 2019/20.

DISCUSSION:

The proposed project will provide installation of ADA sidewalks, lighting improvements, and curb ramps at Centennial Park, Pan American Park, and Frank Bergon Senior Center. The project includes excavation of native soil, demolition of concrete improvements, curb and gutter, HMA Type A, striping, and root barrier installation. A map of said improvements is provided in Attachment 2.

BACKGROUND:

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on September 25th and October 2nd, of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield, and also posted on EBidBoard.com, an online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoard's website directly.

On October 29th, 2019, the City received two responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security.

To identify the low bidder, bids were compared based on the Total Bid – Base Bid plus each of the Three Bid Alternates in written words, additionally to determine responsiveness bid were check against the "Bidders Checklist". The bids received are listed in Table 1:

Table 1: *Bid Overview*

Bidder	*Bid*
1. Serna Construction, Inc.	$368,522.00
2. Bush Engineering	$393,940.00
City Engineer's Opinion of Cost	$223,470.00

Serna Construction, Inc. submitted the lowest, responsive and responsible bid that meets the contract requirements. The Total Bid exceeds the funds available for the project. The bid documents state that the ultimate scope of the project, as subsequently determined by the Engineer and dependent on the budget available, may or may not include all or any of the additive bids. The complete bid by Serna Construction, Inc. and recommendation for contract award is identified in Table 2.

Table 2: *Recommended Bid Award*			
Base Bid	*Bid Proposal*	*Notes*	*Recommended Contract Award*
Base Bid	$188,522.00		$188,522.00
Add Alternate 1	$80,000.00		$80,000.00
Add Alternate 2	$100,000.00	Not recommended due to lack of funds	
Total:	**$368,522.00**		**$268,552.00**

Add alternates were provided to ensure that all funds were used if the bidding climate resulted in lower bids than anticipated. As the bidding climate resulted in higher bids, maximization of funds will occur on the base bid plus add alternate 1.

It is recommended that the Council award the contract to Serna Construction, Inc. in the amount of $268,552.00 for the Base Bid plus Add Alternate 1.

FINANCIAL IMPACT:

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

Funding for the project is a conglomeration of various Community Development Block Grant CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 programmed in CIP Budget FY 2019/20.

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:

Potential alternatives to staff's recommendation may include:

1. Reject all bids.
2. Modify the scope of the project which will result in the RFP being recirculated.
3. Provide Staff with additional feedback.

ATTACHMENTS:

1. Resolution
2. Project Map

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CITY PROJECT NO. PK-62 & PK-63, CDBG PROJECT NO. B15MC060053, B17MC0053, AND B18MC060053 IN THE AMOUNT OF $268,522 TO SERNA CONSTRUCTION INC., AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on September 25th and October 2nd, 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053, hereinafter referred to as "the Project"; and

WHEREAS, two sealed bids were received on October 29, 2019, and opened by the City Engineer; and

WHEREAS, funding for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053 is programmed in the Capital Improvement Projects Budget for Fiscal Year 2019/20.

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 (Council) has reviewed and considered all of the information presented including the report to the Council from the Engineering Department.

3. The City finds that Serna Construction, Inc. is the lowest responsible and responsive bidder.

4. The contract for Centennial Park, Pan American, and Frank Bergon ADA and Lighting Improvements, City Project No. PK-62 & PK-63, CDBG Project No. B15MC060053, B17MC0053, and B18MC060053, in the Amount of $268,522 to Serna Construction, Inc. a copy of which is attached hereto as Exhibit 1 and referred to for particulars, is approved.

5. Council authorizes Construction Contingencies of up to 15 percent as approved by the City Engineer.

6. Council authorizes funding of up to 10 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.

7. The Mayor is hereby authorized to execute the contract on behalf of the City.

8. This Resolution is effective immediately upon adoption.

****

Exhibit 1

Contract

AGREEMENT

THIS AGREEMENT made this 20th day of November 2019, between the City of Madera, hereinafter called "**OWNER",** and Serna Construction, Inc., doing business as (an individual), or (a partnership), or (a corporation), hereinafter called **"CONTRACTOR"**.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CDBG PROJECT NO. B15MC060053, B17MC0053, AND B18MC060053, CITY PROJECT NO. PK-62 & PK-63"**

2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.

3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of $262,522.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any WORK.

4. The **CONTRACTOR** agrees to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.

5. The term **"CONTRACT DOCUMENTS"** means and includes the following:

(A) Advertisement for Bids
(B) Information for Bidders
(C) Bid Proposal
(D) Bid Bond
(E) Agreement
(F) Payment Bond
(G) Performance Bond
(H) Insurance Requirements for Contractors
(I) General Conditions
(J) Special Conditions
(K) City of Madera Standard Specifications and Drawings
(L) State Standard Plans and Specifications
(M) PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "**CENTENNIAL PARK, PAN AMERICAN, AND FRANK BERGON ADA AND LIGHTING IMPROVEMENTS, CDBG PROJECT NO. B15MC060053, B17MC0053, AND B18MC060053, CITY PROJECT NO. PK-62 & PK-63" dated September 2019.**

Addenda Nos. 1, dated 10/22/19
Addenda Nos. 2, dated 10/25/19

6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount **of Nine Hundred Fifty ($950.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

8A. CLAIMS RESOLUTION PROCESS FOR DISPUTES.

It is the intent of this Contract that disputes regarding the Contract be resolved promptly and fairly between the Contractor and the Owner. However, it is recognized that some disputes will require detailed investigation and review by one or both parties before a determination and resolution can be reached. For the protection of the rights of both the Contractor and the Owner, the following provisions are provided for the resolution of disputes which cannot be resolved by the Owner and the Contractor within three business days after either party gives verbal notice of dispute or potential dispute to the other's attention and prior to the commencement of such work.

The following provisions are intended by Contractor and Owner to comply with Public Contract Code Sections 9204 and 20104 *et. seq*.

A. Claims:

The term "claim" refers to a separate demand by Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(1) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by Owner under this Contract.

(2) Payment by the Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(3) Payment of an amount that is disputed by the Owner.

B. The Claim Must Be Timely and in Writing:

For all claims the claim must be in writing and include the documents necessary to substantiate the claim. A notice of potential claim must be filed within five (5) business days of Contractor's completion of work that is a potential claim. Notice of an actual claim must be filed on or before the date of final payment.

C. Receipt of Claim by Owner:

Upon receipt of a claim pursuant to this section, the Owner will conduct a reasonable review of the claim and, within a period not to exceed 45 days from the date of receipt, will provide the Contractor with a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, Owner and Contractor may, by mutual agreement, extend the time period provided in this section.

The Contractor shall furnish reasonable documentation to support the claim. If additional information is thereafter required, it shall be requested and provided upon mutual agreement by the Owner and the Contractor. The District's written response to the claim, as further documented, shall be submitted to the claimant within 30 days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation.

D. City Council Approval:

If the Owner needs approval from the City Council to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City Council does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the Owner shall have up to three days following the next duly publicly noticed regular meeting of the City Council after the 45-day period or extension expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

E. Payment of Claim:

Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. If the Owner fails to issue a written statement, paragraph F below shall apply.

F. Meet and Confer:

If the Contractor disputes the Owner's written response, or if the Owner fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the Owner shall schedule a meet and confer conference within 30 days for settlement of the dispute.

Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the Owner shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the Owner issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the Owner and the Contractor sharing the associated costs equally. The Owner and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

Under this Contract, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the Owner and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

If mediation as set forth above does not resolve the parties' dispute, the parties will proceed to arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

G. Filing a Government Code Written Claim Notice:

Following the meet and confer conference, if the claim or any portion remains in dispute, the Contractor may file a claim under the Torts Claims Act as provided in Chapter 1 (commencing with Section 900) and Chapter 2 commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code Section 900.

H. Owner's Failure to Respond to Claim:

Failure by the Owner to respond to a claim from Contractor within the time periods described above or to otherwise meet the time requirements set forth above shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section,

shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

I. Interest:

Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

J. Subcontractor Claims:

If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against Owner because privity of contract does not exist, the Contractor may present to the Owner a claim on behalf of a subcontractor or lower tier subcontractor. For purposes of this paragraph, the term "subcontractor' means any type of subcontractor within the meaning of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code who either is in direct contract with the Contractor or is a lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the Owner shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the contractor presented the claim to the Owner and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

K. Filing of Action on Unresolved Claims:

The parties shall follow the procedures set forth in Public Contracts Code Section 20104.4 if an action is filed to resolve claims under the foregoing provisions. Any action shall be filed in Madera County.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter l, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part l, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars ($50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter l, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars ($25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars ($30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to

grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

(a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

(b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or

(c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

(d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars ($25.00) for each laborer, workman or any **SUBCONTRACTOR**

under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER.** No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR.**

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor,** or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor'**s negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive

as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so, **Contractor** agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", **pages 52-54** of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Serna Construction, Inc.**, 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 writing.

20. Termination.

A. This Agreement may be terminated at any time by either party upon fifteen (15) calendar days written notice. In the event the Agreement is terminated by either party, **Serna Construction, Inc.** 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.

B. 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. An illegal use of funds by **Serna Construction, Inc.**;

2. A failure by **Serna Construction, Inc.**to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by **Serna Construction, Inc.** to City.

In no event shall any payment by City or acceptance by **Serna Construction, Inc.** 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 **Serna Construction, Inc.** the repayment to City of any funds disbursed to **Serna Construction, Inc.** under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

Notice of Termination shall be mailed to the Contractor:

Serna Construction, Inc.
5019 East Nevada Avenue
Fresno, Ca 93727

All notices and communications from **Serna Construction, Inc.** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

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

22. Attorneys' 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 attorneys' 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 or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

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

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

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have

occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City'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 venturer, partner, or associate of **City.** Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

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

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Serna Construction, Inc.** in connection to the Project and correctly sets forth the obligations of the City and **Serna Construction, Inc.** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

27. Assignment-Neither the **Serna Construction, Inc.** nor City will assign its interest in this Agreement without the written consent of the other.

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the relates statues (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statues protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 Binding Agreement. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales,City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

_____
Federal Tax I.D. No.

_____
Contractor License Number

_____
DIR Registration Number

Attachment A) **General Wage Decision No.** *CA20190018*

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

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_____)

On_____,2019 before me, _____
(insert name and title of officer)

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_____(Seal)

General Decision Number: CA20190018 07/26/2019

Superseded General Decision Number: CA20180029

State: California

Construction Types: Building, Heavy (Heavy and Dredging) and Highway

Counties: Alameda, Calaveras, Contra Costa, Fresno, Kings, Madera, Mariposa, Merced, Monterey, San Benito, San Francisco, San Joaquin, San Mateo, Santa Clara, Santa Cruz, Stanislaus and Tuolumne Counties in California.

BUILDING CONSTRUCTION PROJECTS; DREDGING PROJECTS (does not include hopper dredge work); HEAVY CONSTRUCTION PROJECTS (does not include water well drilling); HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate,if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/04/2019
1	02/01/2019
2	02/15/2019
3	02/22/2019
4	05/03/2019
5	07/26/2019

ASBE0016-004 01/01/2019

AREA 1: CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS &

TOULMNE COUNTIES

AREA 2: ALAMEDA, CONTRA COSTA, SAN FRANSICO, SAN MATEO & SANTA CLARA COUNTIES

	Rates	Fringes
Asbestos Removal worker/hazardous material handler (Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not)		
Area 1	$ 28.20	9.27
Area 2	$ 36.53	9.27

ASBE0016-008 01/01/2019

AREA 1: ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANSICO, SAN MATEO, SANTA CLARA, & SANTA CRUZ

AREA 2: CALAVERAS, COLUSA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAU, & TUOLUMNE

	Rates	Fringes
Asbestos Workers/Insulator (Includes the application of all insulating materials, Protective Coverings, Coatings, and Finishes to all types of mechanical systems)		
Area 1	$ 68.11	23.32
Area 2	$ 43.81	31.22

BOIL0549-001 10/01/2016

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: REMAINING COUNTIES

	Rates	Fringes
BOILERMAKER		
Area 1	$ 43.28	37.91
Area 2	$ 39.68	35.71

BRCA0003-001 08/01/2017

	Rates	Fringes

MARBLE FINISHER.....$ 32.60 15.31

BRCA0003-003 08/01/2017

Rates Fringes

MARBLE MASON.....$ 44.60 26.83

BRCA0003-005 05/01/2017

Rates Fringes

BRICKLAYER
(1) Fresno, Kings, Madera, Mariposa, Merced....$ 38.45 21.22
(7) San Francisco, San Mateo.....$ 42.34 25.83
(8) Alameda, Contra Costa, San Benito, Santa Clara.....$ 44.16 21.71
(9) Calaveras, San Joaquin, Stanislaus, Toulumne.....$ 39.66 20.76
(16) Monterey, Santa Cruz...$ 39.51 23.49

BRCA0003-008 09/01/2017

Rates Fringes

TERRAZZO FINISHER.....$ 35.14 16.87
TERRAZZO WORKER/SETTER.....$ 44.11 26.36

BRCA0003-011 04/01/2018

AREA 1: Alameda, Contra Costa, Monterey, San Benito, San Francisco, San Mateo, Santa Clara, Santa Cruz

AREA 2: Calaveras, San Joaquin, Stanislaus, Tuolumne

AREA 3: Fresno, Kings, Madera, Mariposa, Merced

Rates Fringes

TILE FINISHER
Area 1.....$ 28.56 15.87
Area 2.....$ 25.60 14.30
Area 3.....$ 25.88 15.17
Tile Layer
Area 1.....$ 47.77 18.29
Area 2.....$ 42.67 16.81
Area 3.....$ 38.15 17.70

CARP0022-001 07/01/2018

San Francisco County

Rates Fringes

Carpenters
Bridge Builder/Highway Carpenter.....$ 48.40 29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer.....$ 48.55 29.32
Journeyman Carpenter.....$ 48.40 29.32
Millwright.....$ 48.50 30.91

CARP0034-001 07/01/2018

	Rates	Fringes
Diver		
Assistant Tender, ROV Tender/Technician	$ 47.65	32.52
Diver standby	$ 52.61	32.52
Diver Tender	$ 51.82	32.52
Diver wet	$ 97.17	32.52
Manifold Operator (mixed gas)	$ 56.82	32.52
Manifold Operator (Standby)	$ 51.82	32.52

DEPTH PAY (Surface Diving):
050 to 100 ft $2.00 per foot
101 to 150 ft $3.00 per foot
151 to 220 ft $4.00 per foot

SATURATION DIVING:
The standby rate shall apply until saturation starts. The saturation diving rate applies when divers are under pressure continuously until work task and decompression are complete. The diver rate shall be paid for all saturation hours.

DIVING IN ENCLOSURES:
Where it is necessary for Divers to enter pipes or tunnels, or other enclosures where there is no vertical ascent, the following premium shall be paid: Distance traveled from entrance 26 feet to 300 feet: $1.00 per foot. When it is necessary for a diver to enter any pipe, tunnel or other enclosure less than 48"" in height, the premium will be $1.00 per foot.

WORK IN COMBINATION OF CLASSIFICATIONS:
Employees working in any combination of classifications within the diving crew (except dive supervisor) in a shift are paid in the classification with the highest rate for that shift.

CARP0034-003 07/01/2017

	Rates	Fringes
Piledriver	$ 46.65	31.91

CARP0035-007 07/01/2017

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, San Joaquin, Stanislaus, Tuolumne Counties

	Rates	Fringes
Modular Furniture Installer		
Area 1		
Installer I	$ 25.61	20.42
Installer II	$ 22.18	20.42
Lead Installer.	$ 29.06	20.92
Master Installer.	$ 33.28	20.92
Area 2		
Installer I	$ 22.96	20.42
Installer II	$ 20.01	20.42
Lead Installer.	$ 25.93	20.92
Master Installer.	$ 29.56	20.92
Area 3		
Installer I	$ 22.01	20.42
Installer II	$ 19.24	20.42
Lead Installer.	$ 24.81	20.92
Master Installer.	$ 31.83	20.92

CARP0035-008 08/01/2018

AREA 1: Alameda, Contra Costa, San Francisco, San Mateo, Santa Clara counties

AREA 2: Monterey, San Benito, Santa Cruz Counties

AREA 3: San Joaquin

AREA 4: Calaveras, Fresno, Kings, Madera, Mariposa, Merced, Stanislaus, Tuolumne Counties

	Rates	Fringes
Drywall Installers/Lathers:		
Area 1	$ 48.40	29.76
Area 2	$ 42.52	29.76
Area 3	$ 41.02	29.15
Area 4	$ 41.67	29.76
Drywall Stocker/Scrapper		
Area 1	$ 24.20	17.29
Area 2	$ 21.26	17.29
Area 3	$ 20.51	16.88
Area 4	$ 20.84	17.29

CARP0152-001 07/01/2018

Contra Costa County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP0152-002 07/01/2018

San Joaquin County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0152-004 07/01/2018

Calaveras, Mariposa, Merced, Stanislaus and Tuolumne Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

CARP0217-001 07/01/2018

San Mateo County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw		

Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 48.55 29.32
Journeyman Carpenter.....$ 48.40 29.32
Millwright.....$ 48.50 30.91

CARP0405-001 07/01/2018

Santa Clara County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 48.40 29.32
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 48.55 29.32
Journeyman Carpenter.....$ 48.40 29.32
Millwright.....$ 48.50 30.91

CARP0405-002 07/01/2018

San Benito County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 48.40 29.32
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 42.58 29.32
Journeyman Carpenter.....$ 42.52 29.32
Millwright.....$ 45.02 30.91

CARP0505-001 07/01/2018

Santa Cruz County

Rates Fringes

Carpenters
Bridge Builder/Highway
Carpenter.....$ 48.40 29.32
Hardwood Floorlayer,
Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 42.67 29.32
Journeyman Carpenter.....$ 42.52 29.32
Millwright.....$ 45.02 30.91

CARP0605-001 07/01/2018

Monterey County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 42.67	29.32
Journeyman Carpenter	$ 42.52	29.32
Millwright	$ 45.02	30.91

CARP0701-001 07/01/2018

Fresno and Madera Counties

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 41.32	29.32
Journeyman Carpenter	$ 41.17	29.32
Millwright	$ 43.67	30.91

CARP0713-001 07/01/2018

Alameda County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer, Shingler, Power Saw Operator, Steel Scaffold & Steel Shoring Erector, Saw Filer	$ 48.55	29.32
Journeyman Carpenter	$ 48.40	29.32
Millwright	$ 48.50	30.91

CARP1109-001 07/01/2018

Kings County

	Rates	Fringes
Carpenters		
Bridge Builder/Highway Carpenter	$ 48.40	29.32
Hardwood Floorlayer,		

Shingler, Power Saw
Operator, Steel Scaffold &
Steel Shoring Erector, Saw
Filer.....$ 41.32 29.32
Journeyman Carpenter.....$ 41.17 29.32
Millwright.....$ 43.67 30.91

ELEC0006-004 12/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.52	3%+19.05
Technician	$ 46.60	3%+19.05

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0006-007 06/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 71.00	3%+31.215

ELEC0100-002 03/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 38.75	23.06

ELEC0100-005 12/01/2018

FRESNO, KINGS, MADERA

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.55
Technician	$ 38.63	19.71

SCOPE OF WORK

Includes the installation testing, service and maintenance, of the following systems which utilize the transmission and/or transference of voice, sound, vision and digital for commercial, education, security and entertainment purposes for the following: TV monitoring and surveillance, background-foreground music, intercom and telephone interconnect, inventory control systems, microwave transmission, multi-media, multiplex, nurse call system, radio page, school intercom and sound, burglar alarms, and low voltage master clock systems.

A. SOUND AND VOICE TRANSMISSION/TRANSFERENCE SYSTEMS Background foreground music, Intercom and telephone interconnect systems, Telephone systems Nurse call systems, Radio page systems, School intercom and sound systems, Burglar alarm systems, Low voltage, master clock systems, Multi-media/multiplex systems, Sound and musical entertainment systems, RF systems, Antennas and Wave Guide,

B. FIRE ALARM SYSTEMS Installation, wire pulling and testing

C. TELEVISION AND VIDEO SYSTEMS Television monitoring and surveillance systems Video security systems, Video entertainment systems, Video educational systems, Microwave transmission systems, CATV and CCTV

D. SECURITY SYSTEMS Perimeter security systems Vibration sensor systems Card access systems Access control systems, Sonar/infrared monitoring equipment

E. COMMUNICATIONS SYSTEMS THAT TRANSMIT OR RECEIVE INFORMATION AND/OR CONTROL SYSTEMS THAT ARE INTRINSIC TO THE ABOVE LISTED SYSTEMS SCADA (Supervisory Control and Data Acquisition) PCM (Pulse Code Modulation) Inventory Control Systems, Digital Data Systems Broadband and Baseband and Carriers Point of Sale Systems, VSAT Data Systems Data Communication Systems RF and Remote Control Systems, Fiber Optic Data Systems

WORK EXCLUDED Raceway systems are not covered (excluding Ladder-Rack for the purpose of the above listed systems). Chases and/or nipples (not to exceed 10 feet) may be installed on open wiring systems. Energy management systems. SCADA (Supervisory Control and Data Acquisition) when not intrinsic to the above listed systems (in the scope). Fire alarm systems when installed in raceways (including wire and cable pulling) shall be performed at the electrician wage rate, when either of the following two (2) conditions apply:

1. The project involves new or major remodel building trades construction.

2. The conductors for the fire alarm system are installed in conduit.

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* ELEC0234-001 12/24/2018

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
ELECTRICIAN		
Zone A	$ 49.30	25.58
Zone B	$ 54.23	25.73

Zone A: All of Santa Cruz, Monterey, and San Benito Counties within 25 air miles of Highway 1 and Dolan Road in Moss Landing, and an area extending 5 miles east and west of Highway 101 South to the San Luis Obispo County Line

Zone B: Any area outside of Zone A

ELEC0234-003 12/01/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.75

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0302-001 02/25/2019

CONTRA COSTA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 60.48	26.06
ELECTRICIAN	$ 53.76	25.86

ELEC0302-003 12/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 38.42	19.70
Technician	$ 44.18	19.88

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0332-001 06/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 75.35	35.491
ELECTRICIAN	$ 65.52	35.196

FOOTNOTES: Work under compressed air or where gas masks are required, orwork on ladders, scaffolds, stacks, ""Bosun's chairs,"" or other structures and where the workers are not protected by permanent guard rails at a distance of 40 to 60 ft. from the ground or supporting structures: to be paid one and one-half times the straight-time rate of pay. Work on structures of 60 ft. or over (as described above): to be paid twice the straight-time rate of pay.

ELEC0332-003 12/01/2018

SANTA CLARA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.75
Technician	$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-001 06/01/2018

ALAMEDA COUNTY

	Rates	Fringes
CABLE SPLICER	$ 61.03	3%+35.72
ELECTRICIAN	$ 54.25	3%+35.72

ELEC0595-002 06/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
CABLE SPLICER	$ 42.55	7.45%+24.58
ELECTRICIAN		
(1) Tunnel work	$ 38.85	7.45%+24.58
(2) All other work	$ 37.00	7.45%+24.58

ELEC0595-006 12/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	3%+18.96

Technician.....$ 46.02 3%+18.96

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC0595-008 12/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	3%+18.86
Technician	$ 38.63	3%+18.86

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

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* ELEC0617-001 06/01/2019

SAN MATEO COUNTY

	Rates	Fringes
ELECTRICIAN	$ 63.00	37.68

ELEC0617-003 12/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Sound & Communications		
Installer	$ 40.02	19.93
Technician	$ 46.02	19.93

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

* ELEC0684-001 06/01/2019

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
ELECTRICIAN	$ 40.25	3%+22.83

CABLE SPLICER = 110% of Journeyman Electrician

ELEC0684-004 12/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
Communications System		
Installer	$ 33.59	19.56
Technician	$ 38.63	19.71

SCOPE OF WORK: Including any data system whose only function is to transmit or receive information; excluding all other data systems or multiple systems which include control function or power supply; inclusion or exclusion of terminations and testings of conductors determined by their function; excluding fire alarm work when installed in raceways (including wire and cable pulling) and when performed on new or major remodel building projects or jobs for which the conductors for the fire alarm system are installed in conduit; excluding installation of raceway systems, line voltage work, industrial work, life-safety systems (all buildings having floors located more than 75' above the lowest floor level having building access); excluding energy management systems.

FOOTNOTE: Fire alarm work when installed in raceways (including wire and cable pulling), on projects which involve new or major remodel building construction, for which the conductors for the fire alarm system are installed in the conduit, shall be performed by the inside electrician.

ELEC1245-001 01/01/2019

	Rates	Fringes
LINE CONSTRUCTION		
(1) Lineman; Cable splicer	$ 56.79	17.41
(2) Equipment specialist (operates crawler tractors, commercial motor vehicles, backhoes, trenchers, cranes (50 tons and below), overhead & underground distribution line equipment)	$ 45.36	16.24
(3) Groundman	$ 34.68	15.86
(4) Powderman.	$ 49.55	3%+17.65

HOLIDAYS: New Year's Day, M.L. King Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and day after Thanksgiving, Christmas Day

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ELEV0008-001 01/01/2019

	Rates	Fringes
ELEVATOR MECHANIC	$ 67.56	34.125+a+b

FOOTNOTE:
PAID VACATION: Employer contributes 8% of regular hourly rate as vacation pay credit for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

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GROUP 5
Lifting devices.....$ 39.32 30.39
GROUP 6
Lifting devices.....$ 37.98 30.39

OPERATOR: Power Equipment
(Steel Erection - AREA 1:)
GROUP 1
Cranes.....$ 46.30 30.39
Oiler.....$ 36.63 30.39
Truck Crane Oiler.....$ 39.20 30.39
GROUP 2
Cranes.....$ 43.79 30.39
Oiler.....$ 36.36 30.39
Truck Crane Oiler.....$ 38.98 30.39
GROUP 3
Cranes.....$ 42.05 30.39
Hydraulic. .....$ 38.32 30.39
Oiler.....$ 36.14 30.39
Truck Crane Oiler.....$ 38.71 30.39
GROUP 4
Cranes.....$ 39.01 30.39
GROUP 5
Cranes.....$ 35.13 30.39

OPERATOR: Power Equipment
(Tunnel and Underground Work
- AREA 1:)
SHAFTS, STOPES, RAISES:
GROUP 1.....$ 40.77 30.39
GROUP 1-A.....$ 43.24 30.39
GROUP 2.....$ 39.51 30.39
GROUP 3.....$ 38.18 30.39
GROUP 4.....$ 37.04 30.39
GROUP 5.....$ 35.90 30.39
UNDERGROUND:
GROUP 1.....$ 40.67 30.39
GROUP 1-A.....$ 43.14 30.39
GROUP 2.....$ 39.41 30.39
GROUP 3.....$ 38.08 30.39
GROUP 4.....$ 36.94 30.39
GROUP 5.....$ 35.80 30.39

FOOTNOTE: Work suspended by ropes or cables, or work on a Yo-Yo Cat: $.60 per hour additional.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Operator of helicopter (when used in erection work); Hydraulic excavator, 7 cu. yds. and over; Power shovels, over 7 cu. yds.

GROUP 2: Highline cableway; Hydraulic excavator, 3-1/2 cu. yds. up to 7 cu. yds.; Licensed construction work boat operator, on site; Power blade operator (finish); Power shovels, over 1 cu. yd. up to and including 7 cu. yds. m.r.c.

GROUP 3: Asphalt milling machine; Cable backhoe; Combination backhoe and loader over 3/4 cu. yds.; Continuous flight tie

back machine assistant to engineer or mechanic; Crane mounted continuous flight tie back machine, tonnage to apply; Crane mounted drill attachment, tonnage to apply; Dozer, slope brd; Gradall; Hydraulic excavator, up to 3 1/2 cu. yds.; Loader 4 cu. yds. and over; Long reach excavator; Multiple engine scraper (when used as push pull); Power shovels, up to and including 1 cu. yd.; Pre-stress wire wrapping machine; Side boom cat, 572 or larger; Track loader 4 cu. yds. and over; Wheel excavator (up to and including 750 cu. yds. per hour)

GROUP 4: Asphalt plant engineer/box person; Chicago boom; Combination backhoe and loader up to and including 3/4 cu. yd.; Concrete batch plant (wet or dry); Dozer and/or push cat; Pull- type elevating loader; Gradesetter, grade checker (GPS, mechanical or otherwise); Grooving and grinding machine; Heading shield operator; Heavy-duty drilling equipment, Hughes, LDH, Watson 3000 or similar; Heavy-duty repairperson and/or welder; Lime spreader; Loader under 4 cu. yds.; Lubrication and service engineer (mobile and grease rack); Mechanical finishers or spreader machine (asphalt, Barber-Greene and similar); Miller Formless M-9000 slope paver or similar; Portable crushing and screening plants; Power blade support; Roller operator, asphalt; Rubber-tired scraper, self-loading (paddle-wheels, etc.); Rubber- tired earthmoving equipment (scrapers); Slip form paver (concrete); Small tractor with drag; Soil stabilizer (P & H or equal); Spider plow and spider puller; Tubex pile rig; Unlicensed constuction work boat operator, on site; Timber skidder; Track loader up to 4 yds.; Tractor-drawn scraper; Tractor, compressor drill combination; Welder; Woods-Mixer (and other similar Pugmill equipment)

GROUP 5: Cast-in-place pipe laying machine; Combination slusher and motor operator; Concrete conveyor or concrete pump, truck or equipment mounted; Concrete conveyor, building site; Concrete pump or pumpcrete gun; Drilling equipment, Watson 2000, Texoma 700 or similar; Drilling and boring machinery, horizontal (not to apply to waterliners, wagon drills or jackhammers); Concrete mixer/all; Person and/or material hoist; Mechanical finishers (concrete) (Clary, Johnson, Bidwell Bridge Deck or similar types); Mechanical burm, curb and/or curb and gutter machine, concrete or asphalt); Mine or shaft hoist; Portable crusher; Power jumbo operator (setting slip-forms, etc., in tunnels); Screed (automatic or manual); Self-propelled compactor with dozer; Tractor with boom D6 or smaller; Trenching machine, maximum digging capacity over 5 ft. depth; Vermeer T-600B rock cutter or similar

GROUP 6: Armor-Coater (or similar); Ballast jack tamper; Boom- type backfilling machine; Assistant plant engineer; Bridge and/or gantry crane; Chemical grouting machine, truck-mounted; Chip spreading machine operator; Concrete saw (self-propelled unit on streets, highways, airports and canals); Deck engineer; Drilling equipment Texoma 600, Hughes 200 Series or similar up to and including 30 ft. m.r.c.; Drill doctor; Helicopter radio operator;

Hydro-hammer or similar; Line master; Skidsteer loader, Bobcat larger than 743 series or similar (with attachments); Locomotive; Lull hi-lift or similar; Oiler, truck mounted equipment; Pavement breaker, truck-mounted, with compressor combination; Paving fabric installation and/or laying machine; Pipe bending machine (pipelines only); Pipe wrapping machine (tractor propelled and supported); Screed (except asphaltic concrete paving); Self- propelled pipeline wrapping machine; Tractor; Self-loading chipper; Concrete barrier moving machine

GROUP 7: Ballast regulator; Boom truck or dual-purpose A-frame truck, non-rotating - under 15 tons; Cary lift or similar; Combination slurry mixer and/or cleaner; Drilling equipment, 20 ft. and under m.r.c.; Firetender (hot plant); Grouting machine operator; Highline cableway signalperson; Stationary belt loader (Kolman or similar); Lift slab machine (Vagtborg and similar types); Maginnes internal full slab vibrator; Material hoist (1 drum); Mechanical trench shield; Pavement breaker with or without compressor combination); Pipe cleaning machine (tractor propelled and supported); Post driver; Roller (except asphalt); Chip Seal; Self-propelled automatically applied concrete curing mahcine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signalperson; Slip-form pumps (lifting device for concrete forms); Tie spacer; Tower mobile; Trenching machine, maximum digging capacity up to and including 5 ft. depth; Truck- type loader

GROUP 8: Bit sharpener; Boiler tender; Box operator; Brakeperson; Combination mixer and compressor (shotcrete/gunite); Compressor operator; Deckhand; Fire tender; Forklift (under 20 ft.); Generator; Gunite/shotcrete equipment operator; Hydraulic monitor; Ken seal machine (or similar); Mixermobile; Oiler; Pump operator; Refrigeration plant; Reservoir-debris tug (self-propelled floating); Ross Carrier (construction site); Rotomist operator; Self-propelled tape machine; Shuttlecar; Self-propelled power sweeper operator (includes vacuum sweeper); Slusher operator; Surface heater; Switchperson; Tar pot firetender; Tugger hoist, single drum; Vacuum cooling plant; Welding machine (powered other than by electricity)

GROUP 8-A: Elevator operator; Skidsteer loader-Bobcat 743 series or smaller, and similar (without attachments); Mini excavator under 25 H.P. (backhoe-trencher); Tub grinder wood chipper

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ALL CRANES AND ATTACHMENTS

GROUP 1: Clamshell and dragline over 7 cu. yds.; Crane, over 100 tons; Derrick, over 100 tons; Derrick barge pedestal-mounted, over 100 tons; Self-propelled boom-type lifting device, over 100 tons

GROUP 2: Clamshell and dragline over 1 cu. yd. up to and

including 7 cu. yds.; Crane, over 45 tons up to and including 100 tons; Derrick barge, 100 tons and under; Self-propelled boom-type lifting device, over 45 tons; Tower crane

GROUP 3: Clamshell and dragline up to and including 1 cu. yd.; Cranes 45 tons and under; Self-propelled boom-type lifting device 45 tons and under;

GROUP 4: Boom Truck or dual purpose A-frame truck, non-rotating over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) over 15 tons; Truck-mounted rotating telescopic boom type lifting device, Manitex or similar (boom truck) - under 15 tons;

PILEDRIVERS

GROUP 1: Derrick barge pedestal mounted over 100 tons; Clamshell over 7 cu. yds.; Self-propelled boom-type lifting device over 100 tons; Truck crane or crawler, land or barge mounted over 100 tons

GROUP 2: Derrick barge pedestal mounted 45 tons to and including 100 tons; Clamshell up to and including 7 cu. yds.; Self-propelled boom-type lifting device over 45 tons; Truck crane or crawler, land or barge mounted, over 45 tons up to and including 100 tons; Fundex F-12 hydraulic pile rig

GROUP 3: Derrick barge pedestal mounted under 45 tons; Self-propelled boom-type lifting device 45 tons and under; Skid/scow piledriver, any tonnage; Truck crane or crawler, land or barge mounted 45 tons and under

GROUP 4: Assistant operator in lieu of assistant to engineer; Forklift, 10 tons and over; Heavy-duty repairperson/welder

GROUP 5: Deck engineer

GROUP 6: Deckhand; Fire tender

STEEL ERECTORS

GROUP 1: Crane over 100 tons; Derrick over 100 tons; Self-propelled boom-type lifting device over 100 tons

GROUP 2: Crane over 45 tons to 100 tons; Derrick under 100 tons; Self-propelled boom-type lifting device over 45 tons to 100 tons; Tower crane

GROUP 3: Crane, 45 tons and under; Self-propelled boom-type lifting device, 45 tons and under

GROUP 4: Chicago boom; Forklift, 10 tons and over; Heavy-duty repair person/welder

GROUP 5: Boom cat

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TUNNEL AND UNDERGROUND WORK

GROUP 1-A: Tunnel bore machine operator, 20' diameter or more

GROUP 1: Heading shield operator; Heavy-duty repairperson; Mucking machine (rubber tired, rail or track type); Raised bore operator (tunnels); Tunnel mole bore operator

GROUP 2: Combination slusher and motor operator; Concrete pump or pumpcrete gun; Power jumbo operator

GROUP 3: Drill doctor; Mine or shaft hoist

GROUP 4: Combination slurry mixer cleaner; Grouting Machine operator; Motorman

GROUP 5: Bit Sharpener; Brakeman; Combination mixer and compressor (gunite); Compressor operator; Oiler; Pump operator; Slusher operator

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AREA DESCRIPTIONS:

POWER EQUIPMENT OPERATORS, CRANES AND ATTACHMENTS,TUNNEL AND UNDERGROUND [These areas do not apply to Piledrivers and Steel Erectors]

AREA 1: ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, TUOLUMNE

AREA 2 -NOTED BELOW

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern Part

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MADERA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MARIPOSA COUNTY:
Area 1: Remainder
Area 2: Eastern Part

MONTEREY COUNTY:
Area 1: Remainder
Area 2: Southwestern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

ENGI0003-008 07/01/2017

	Rates	Fringes
Dredging: (DREDGING: CLAMSHELL & DIPPER DREDGING; HYDRAULIC SUCTION DREDGING:)		
AREA 1:		
(1) Leverman	$ 44.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 39.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 38.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 35.39	31.25
AREA 2:		
(1) Leverman	$ 46.77	31.25
(2) Dredge Dozer; Heavy duty repairman	$ 41.81	31.25
(3) Booster Pump Operator; Deck Engineer; Deck mate; Dredge Tender; Winch Operator	$ 40.69	31.25
(4) Bargeman; Deckhand; Fireman; Leveehand; Oiler	$ 37.39	31.25

AREA DESCRIPTIONS

AREA 1: ALAMEDA,BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2: MODOC COUNTY

THE REMAINGING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Remainder
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY:
Area 1: Remainder
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

MONTERREY COUNTY
Area 1: Except Southwestern part
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: Al but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:

Area 1: All but the Northwestern corner
Area 2: Remainder

TEHAMA COUNTY:
Area 1: All but the Western border with Mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeastern border with Shasta County
Area 2: Remainder

TUOLUMNE COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

ENGI0003-019 07/26/2017

SEE AREA DESCRIPTIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (LANDSCAPE WORK ONLY)		
GROUP 1		
AREA 1	$ 34.05	28.73
AREA 2	$ 36.05	28.73
GROUP 2		
AREA 1	$ 30.45	28.73
AREA 2	$ 32.45	28.73
GROUP 3		
AREA 1	$ 25.84	28.73
AREA 2	$ 27.84	28.73

GROUP DESCRIPTIONS:

GROUP 1: Landscape Finish Grade Operator: All finish grade work regardless of equipment used, and all equipment with a rating more than 65 HP.

GROUP 2: Landscape Operator up to 65 HP: All equipment with a manufacturer's rating of 65 HP or less except equipment covered by Group 1 or Group 3. The following equipment shall be included except when used for finish work as long as manufacturer's rating is 65 HP or less: A-Frame and Winch Truck, Backhoe, Forklift, Hydragraphic Seeder Machine, Roller, Rubber-Tired and Track Earthmoving Equipment, Skiploader, Straw Blowers, and Trencher 31 HP up to 65 HP.

GROUP 3: Landscae Utility Operator: Small Rubber-Tired Tractor, Trencher Under 31 HP.

AREA DESCRIPTIONS:

AREA 1: ALAMEDA, BUTTE, CONTRA COSTA, KINGS, MARIN, MERCED, NAPA, SACRAMENTO, SAN BENITO, SAN FRANCISCO, SAN JOAQUIN,

SAN MATEO, SANTA CLARA, SANTA CRUZ, SOLANO, STANISLAUS, SUTTER, YOLO, AND YUBA COUNTIES

AREA 2 - MODOC COUNTY

THE REMAINING COUNTIES ARE SPLIT BETWEEN AREA 1 AND AREA 2 AS NOTED BELOW:

ALPINE COUNTY:
Area 1: Northernmost part
Area 2: Remainder

CALAVERAS COUNTY:
Area 1: Except Eastern part
Area 2: Eastern part

COLUSA COUNTY:
Area 1: Eastern part
Area 2: Remainder

DEL NORTE COUNTY:
Area 1: Extreme Southwestern corner
Area 2: Remainder

ELDORADO COUNTY:
Area 1: North Central part
Area 2: Remainder

FRESNO COUNTY
Area 1: Except Eastern part
Area 2: Eastern part

GLENN COUNTY:
Area 1: Eastern part
Area 2: Remainder

HUMBOLDT COUNTY:
Area 1: Except Eastern and Southwestern parts
Area 2: Remainder

LAKE COUNTY:
Area 1: Southern part
Area 2: Remainder

LASSEN COUNTY:
Area 1: Western part along the Southern portion of border with Shasta County
Area 2: Remainder

MADERA COUNTY
Area 1: Remainder
Area 2: Eastern part

MARIPOSA COUNTY
Area 1: Remainder
Area 2: Eastern part

MENDOCINO COUNTY:
Area 1: Central and Southeastern parts

Area 2: Remainder

MONTEREY COUNTY
Area 1: Remainder
Area 2: Southwestern part

NEVADA COUNTY:
Area 1: All but the Northern portion along the border of Sierra County
Area 2: Remainder

PLACER COUNTY:
Area 1: All but the Central portion
Area 2: Remainder

PLUMAS COUNTY:
Area 1: Western portion
Area 2: Remainder

SHASTA COUNTY:
Area 1: All but the Northeastern corner
Area 2: Remainder

SIERRA COUNTY:
Area 1: Western part
Area 2: Remainder

SISKIYOU COUNTY:
Area 1: Central part
Area 2: Remainder

SONOMA COUNTY:
Area 1: All but the Northwestern corner
Area 2: Reaminder

TEHAMA COUNTY:
Area 1: All but the Western border with mendocino & Trinity Counties
Area 2: Remainder

TRINITY COUNTY:
Area 1: East Central part and the Northeaster border with Shasta County
Area 2: Remainder

TULARE COUNTY;
Area 1: Remainder
Area 2: Eastern part

TUOLUMNE COUNTY:
Area 1: Remainder
Area 2: Eastern Part

IRON0377-002 01/01/2019

	Rates	Fringes
Ironworkers:		

Fence Erector.....$ 32.58 23.41
Ornamental, Reinforcing
and Structural.....$ 39.00 32.05

PREMIUM PAY:

$6.00 additional per hour at the following locations:

China Lake Naval Test Station, Chocolate Mountains Naval Reserve-Niland,
Edwards AFB, Fort Irwin Military Station, Fort Irwin Training Center-Goldstone, San Clemente Island, San Nicholas Island, Susanville Federal Prison, 29 Palms - Marine Corps, U.S. Marine Base - Barstow, U.S. Naval Air Facility - Sealey, Vandenberg AFB

$4.00 additional per hour at the following locations:

Army Defense Language Institute - Monterey, Fallon Air Base, Naval Post Graduate School - Monterey, Yermo Marine Corps Logistics Center

$2.00 additional per hour at the following locations:

Port Hueneme, Port Mugu, U.S. Coast Guard Station - Two Rock

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* LABO0067-002 07/01/2019

AREA ""A"" - ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES

AREA ""B"" - CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Asbestos Removal Laborer		
All Counties	$ 24.00	11.30
LABORER (Lead Removal)		
Area A	$ 31.81	24.61
Area B	$ 30.81	24.61

ASBESTOS REMOVAL-SCOPE OF WORK: Site mobilization; initial site clean-up; site preparation; removal of asbestos-containing materials from walls and ceilings; or from pipes, boilers and mechanical systems only if they are being scrapped; encapsulation, enclosure and disposal of asbestos-containing materials by hand or with equipment or machinery; scaffolding; fabrication of temporary wooden barriers; and assembly of decontamination stations.

LABO0073-002 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0073-003 07/01/2018

SAN JOAQUIN COUNTY

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0073-005 06/25/2018

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and

spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0073-007 06/25/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS)		
Construction Specialist Group.	$ 30.49	23.20
GROUP 1.	$ 29.79	23.20
GROUP 1-a.	$ 30.01	23.20
GROUP 1-c.	$ 29.84	23.20
GROUP 1-e.	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2.	$ 29.64	23.20
GROUP 3.	$ 29.54	23.20
GROUP 4.	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker

and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically

covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0073-009 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0261-003 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 20.54	23.65
Traffic Control Person I....	$ 30.84	23.65
Traffic Control Person II...	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0261-005 06/25/2018

SAN FRANCISCO AND SAN MATEO COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 37.82	24.11
GROUP 2.....	$ 37.59	24.11
GROUP 3.....	$ 37.34	24.11

GROUP 4. ..... $ 36.89 24.11
GROUP 5. ..... $ 36.35 24.11
Shotcrete Specialist ..... $ 38.34 24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0261-009 06/25/2018

SAN FRANCISCO, AND SAN MATEO COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.	$ 31.49	23.20
GROUP 1.	$ 30.79	23.20
GROUP 1-a.	$ 31.01	23.20
GROUP 1-c.	$ 30.84	23.20
GROUP 1-e.	$ 31.34	23.20
GROUP 1-f	$ 31.37	23.20
GROUP 2.	$ 30.64	23.20
GROUP 3.	$ 30.54	23.20
GROUP 4.	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

Laborers: (GUNITE - AREA A:)

GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher;

Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0261-011 05/01/2018

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
MASON TENDER, BRICK	$ 35.37	20.70

FOOTNOTES: Underground work such as sewers, manholes, catch basins, sewer pipes, telephone conduits, tunnels and cut trenches: $5.00 per day additional. Work in live sewage: $2.50 per day additional.

LABO0261-014 07/01/2017

SAN FRANCISCO AND SAN MATEO COUNTIES:

	Rates	Fringes
PLASTER TENDER	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0270-003 06/25/2018

AREA A: SANTA CLARA

AREA B: MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person		
Area A	$ 30.54	23.65
Area B	$ 29.54	23.65
Traffic Control Person I		
Area A	$ 30.84	23.65
Area B	$ 29.84	23.65
Traffic Control Person II		
Area A	$ 28.34	23.65
Area B	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0270-004 06/25/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 37.82	24.11
GROUP 2	$ 37.59	24.11
GROUP 3	$ 37.34	24.11
GROUP 4	$ 36.89	24.11
GROUP 5	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or

excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0270-005 07/01/2018

MONTEREY AND SAN BENITO COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO0270-007 06/25/2018

MONTEREY, SAN BENITO, AND SANTA CRUZ, COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B)		
Construction Specialist Group.	$ 30.40	23.20
GROUP 1.	$ 29.79	23.20
GROUP 1-a.	$ 30.01	23.20
GROUP 1-c.	$ 29.84	23.20
GROUP 1-e.	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2.	$ 29.64	23.20
GROUP 3.	$ 29.54	23.20
GROUP 4.	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31

GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural

and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-010 06/25/2018

SANTA CLARA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.	$ 31.49	23.20
GROUP 1.	$ 30.79	23.20
GROUP 1-a.	$ 31.01	23.20
GROUP 1-c.	$ 30.84	23.20
GROUP 1-e.	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20

GROUP 2.....$ 30.64 23.20
GROUP 3.....$ 30.54 23.20
GROUP 4.....$ 24.23 23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty Period.....$ 24.23 23.20

LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31

LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in

connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and

grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0270-011 07/01/2017

MONTEREY, SAN BENITO, SANTA CRUZ, SANTA CLARA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 34.70	21.22

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-001 07/01/2018

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
LABORER (Brick)		
Mason Tender-Brick.....	$ 31.20	22.20

LABO0294-002 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person..	$ 29.54	23.65
Traffic Control Person I....	$ 29.84	23.65
Traffic Control Person II...	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0294-005 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.....	$ 37.82	24.11
GROUP 2.....	$ 37.59	24.11
GROUP 3.....	$ 37.34	24.11
GROUP 4.....	$ 36.89	24.11
GROUP 5.....	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0294-008 06/25/2018

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group.	$ 30.49	23.20
GROUP 1.	$ 29.79	23.20
GROUP 1-a.	$ 30.01	23.20
GROUP 1-c.	$ 29.84	23.20
GROUP 1-e.	$ 30.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2.	$ 29.64	23.20
GROUP 3.	$ 29.54	23.20
GROUP 4.	$ 23.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA B:)		
(1) New Construction	$ 29.54	23.20
(2) Establishment Warranty Period	$ 23.23	23.20
LABORER (GUNITE - AREA B:)		
GROUP 1	$ 29.75	22.31
GROUP 2	$ 29.25	22.31
GROUP 3	$ 28.66	22.31
GROUP 4	$ 28.54	22.31
LABORER (WRECKING - AREA B:)		
GROUP 1	$ 29.79	23.20
GROUP 2	$ 29.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a

below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material

cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0294-010 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender.....	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0294-011 07/01/2017

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes
LABORER (Plaster Tender).....	$ 31.02	22.52

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0304-002 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0304-003 06/26/2017

ALAMEDA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1	$ 36.60	24.83
GROUP 2	$ 36.37	24.83
GROUP 3	$ 36.12	24.83
GROUP 4	$ 35.67	24.83
GROUP 5	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0304-004 06/25/2018

ALAMEDA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.	$ 31.49	23.20
GROUP 1.	$ 30.79	23.20
GROUP 1-a.	$ 31.01	23.20
GROUP 1-c.	$ 30.84	23.20
GROUP 1-e.	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 2.	$ 30.64	23.20
GROUP 3.	$ 30.54	23.20
GROUP 4.	$ 24.23	23.20
See groups 1-b and 1-d under laborer classifications.		
LABORER (GARDENERS, HORTICULTURAL & LANDSCAPE LABORERS - AREA A:)		
(1) New Construction	$ 30.54	23.20
(2) Establishment Warranty Period	$ 24.23	23.20
LABORER (GUNITE - AREA A:)		
GROUP 1	$ 30.75	22.31
GROUP 2	$ 30.25	22.31
GROUP 3	$ 29.66	22.31
GROUP 4	$ 29.54	22.31
LABORER (WRECKING - AREA A:)		
GROUP 1	$ 30.79	23.20
GROUP 2	$ 30.64	23.20

FOOTNOTES:

Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter;

Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts

thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO0304-005 05/01/2018

ALAMEDA COUNTY

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0304-008 07/01/2017

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 34.70	23.11

Work on a swing stage scaffold: $1.00 per hour additional.

LABO0324-002 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 30.54	23.65
Traffic Control Person I	$ 30.84	23.65
Traffic Control Person II	$ 28.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO0324-006 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Tunnel and Shaft Laborers:		
GROUP 1.	$ 37.82	24.11
GROUP 2.	$ 37.59	24.11
GROUP 3.	$ 37.34	24.11
GROUP 4.	$ 36.89	24.11
GROUP 5.	$ 36.35	24.11
Shotcrete Specialist	$ 38.34	24.11

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO0324-012 06/25/2018

CONTRA COSTA COUNTY

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA A:)		
Construction Specialist Group.	$ 31.49	23.20
GROUP 1.	$ 30.79	23.20
GROUP 1-a.	$ 31.01	23.20
GROUP 1-c.	$ 30.84	23.20
GROUP 1-e.	$ 31.34	23.20
GROUP 1-f	$ 30.37	23.20
GROUP 1-g.	$ 30.99	23.20
GROUP 2.	$ 30.64	23.20
GROUP 3.	$ 30.54	23.20
GROUP 4.	$ 24.23	23.20

See groups 1-b and 1-d under laborer classifications.

LABORER (GARDENERS,

HORTICULURAL & LANDSCAPE
LABORERS - AREA A:)
(1) New Construction.....$ 30.54 23.20
(2) Establishment Warranty
Period.....$ 24.23 23.20
LABORER (GUNITE - AREA A:)
GROUP 1.....$ 30.75 22.31
GROUP 2.....$ 30.25 22.31
GROUP 3.....$ 29.66 22.31
GROUP 4.....$ 29.54 22.31
LABORER (WRECKING - AREA A:)
GROUP 1.....$ 30.79 23.20
GROUP 2.....$ 30.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter; Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of

sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

GROUP 2: Asphalt shoveler; Cement dumper and handling dry

cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender, chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

GROUP 1-g, CONTRA COSTA COUNTY: Pipelayer (including grade checking in connection with pipelaying); Caulker; Bander; Pipewrapper; Conduit layer; Plastic pipe layer; Pressure pipe tester; No joint pipe and stripping of same, including repair of voids; Precast manhole setters, cast in place manhole form setters

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LABO0324-014 05/01/2018

CONTRA COSTA COUNTY:

	Rates	Fringes
Brick Tender	$ 35.37	20.70

FOOTNOTES: Work on jobs where heat-protective clothing is required: $2.00 per hour additional. Work at grinders: $.25 per hour additional. Manhole work: $2.00 per day additional.

LABO0324-018 07/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Plasterer tender	$ 37.14	22.32

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-002 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (TRAFFIC CONTROL/LANE CLOSURE)		
Escort Driver, Flag Person	$ 29.54	23.65
Traffic Control Person I	$ 29.84	23.65
Traffic Control Person II	$ 27.34	23.65

TRAFFIC CONTROL PERSON I: Layout of traffic control, crash cushions, construction area and roadside signage.

TRAFFIC CONTROL PERSON II: Installation and removal of temporary/permanent signs, markers, delineators and crash cushions.

LABO1130-003 06/26/2017

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
Tunnel and Shaft Laborers:		

GROUP 1.	$ 36.60	24.83
GROUP 2.	$ 36.37	24.83
GROUP 3.	$ 36.12	24.83
GROUP 4.	$ 35.67	24.83
GROUP 5.	$ 35.13	24.83
Shotcrete Specialist	$ 37.12	24.83

TUNNEL AND SHAFT CLASSIFICATIONS

GROUP 1: Diamond driller; Groundmen; Gunite and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickermen - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Gunite & shotcrete gunman & potman; Headermen; High pressure nozzleman; Miner - tunnel, including top and bottom man on shaft and raise work; Nipper; Nozzleman on slick line; Sandblaster - potman, Robotic Shotcrete Placer, Segment Erector, Tunnel Muck Hauler, Steel Form raiser and setter; Timberman, retimberman (wood or steel or substitute materials therefore); Tugger (for tunnel laborer work); Cable tender; Chuck tender; Powderman - primer house

GROUP 4: Vibrator operator, pavement breaker; Bull gang - muckers, trackmen; Concrete crew - includes rodding and spreading, Dumpmen (any method)

GROUP 5: Grout crew; Reboundman; Swamper/ Brakeman

LABO1130-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER		
Mason Tender-Brick	$ 31.20	22.20

LABO1130-007 06/25/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE , COUNTIES

	Rates	Fringes
LABORER (CONSTRUCTION CRAFT LABORERS - AREA B:)		
Construction Specialist Group.	$ 30.49	23.20
GROUP 1.	$ 29.79	23.20
GROUP 1-a.	$ 30.01	23.20
GROUP 1-c.	$ 29.84	23.20
GROUP 1-e.	$ 30.34	23.20
GROUP 1-f	$ 29.37	23.20
GROUP 2.	$ 29.64	23.20

GROUP 3.....$ 29.54 23.20
GROUP 4.....$ 23.23 23.20
See groups 1-b and 1-d under laborer classifications.
LABORER (GARDENERS,
HORTICULTURAL & LANDSCAPE
LABORERS - AREA B:)
(1) New Construction.....$ 29.54 23.20
(2) Establishment Warranty
Period.....$ 23.23 23.20
LABORER (GUNITE - AREA B:)
GROUP 1.....$ 29.75 22.31
GROUP 2.....$ 29.25 22.31
GROUP 3.....$ 28.66 22.31
GROUP 4.....$ 28.54 22.31
LABORER (WRECKING - AREA B:)
GROUP 1.....$ 29.79 23.20
GROUP 2.....$ 29.64 23.20

FOOTNOTES:
Laborers working off or with or from bos'n chairs, swinging scaffolds, belts shall receive $0.25 per hour above the applicable wage rate. This shall not apply to workers entitled to receive the wage rate set forth in Group 1-a below.

LABORER CLASSIFICATIONS

CONSTRUCTION SPECIALIST GROUP: Asphalt ironer and raker; Chainsaw; Laser beam in connection with laborers' work; Cast-in- place manhole form setter; Pressure pipelayer; Davis trencher - 300 or similar type (and all small trenchers); Blaster; Diamond driller; Multiple unit drill; Hydraulic drill

GROUP 1: Asphalt spreader boxes (all types); Barko, Wacker and similar type tampers; Buggymobile; Caulker, bander, pipewrapper, conduit layer, plastic pipelayer; Certified hazardous waste worker including Leade Abatement; Compactors of all types; Concrete and magnesite mixer, 1/2 yd. and under; Concrete pan work; Concrete sander; Concrete saw; Cribber and/or shoring; Cut granite curb setter; Dri-pak-it machine; Faller, logloader and bucker; Form raiser, slip forms; Green cutter; Headerboard, Hubsetter, aligner, by any method; High pressure blow pipe (1-1/2"" or over, 100 lbs. pressure/over); Hydro seeder and similar type; Jackhammer operator; Jacking of pipe over 12 inches; Jackson and similar type compactor; Kettle tender, pot and worker applying asphalt, lay-kold, creosote, lime, caustic and similar type materials (applying means applying, dipping or handling of such materials); Lagging, sheeting, whaling, bracing, trenchjacking, lagging hammer; Magnesite, epoxyresin, fiberglass, mastic worker (wet or dry); No joint pipe and stripping of same, including repair of voids; Pavement breaker and spader, including tool grinder; Perma curb; Pipelayer (including grade checking in connection with pipelaying); Precast-manhole setter;

Pressure pipe tester; Post hole digger, air, gas and electric; Power broom sweeper; Power tampers of all types (except as shown in Group 2); Ram set gun and stud gun; Riprap stonepaver and rock-slinger, including placing of sacked concrete and/or sand (wet or dry) and gabions and similar type; Rotary scarifier or multiple head concrete chipping scarifier; Roto and Ditch Witch; Rototiller; Sandblaster, pot, gun, nozzle operators; Signalling and rigging; Tank cleaner; Tree climber; Turbo blaster; Vibrascreed, bull float in connection with laborers' work; Vibrator; Hazardous waste worker (lead removal); Asbestos and mold removal worker

GROUP 1-a: Joy drill model TWM-2A; Gardner-Denver model DH143 and similar type drills; Track driller; Jack leg driller; Wagon driller; Mechanical drillers, all types regardless of type or method of power; Mechanical pipe layers, all types regardless of type or method of power; Blaster and powder; All work of loading, placing and blasting of all powder and explosives of whatever type regardless of method used for such loading and placing; High scalers (including drilling of same); Tree topper; Bit grinder

GROUP 1-b: Sewer cleaners shall receive $4.00 per day above Group 1 wage rates. ""Sewer cleaner"" means any worker who handles or comes in contact with raw sewage in small diameter sewers. Those who work inside recently active, large diameter sewers, and all recently active sewer manholes shal receive $5.00 per day above Group 1 wage rates.

GROUP 1-c: Burning and welding in connection with laborers' work; Synthetic thermoplastics and similar type welding

GROUP 1-d: Maintenance and repair track and road beds. All employees performing work covered herein shall receive $ .25 per hour above their regular rate for all work performed on underground structures not specifically covered herein. This paragraph shall not be construed to apply to work below ground level in open cut. It shall apply to cut and cover work of subway construction after the temporary cover has been placed.

GROUP 1-e: Work on and/or in bell hole footings and shafts thereof, and work on and in deep footings. (A deep footing is a hole 15 feet or more in depth.) In the event the depth of the footing is unknown at the commencement of excavation, and the final depth exceeds 15 feet, the deep footing wage rate would apply to all employees for each and every day worked on or in the excavation of the footing from the date of inception.

GROUP 1-f: Wire winding machine in connection with guniting or shot crete

GROUP 2: Asphalt shoveler; Cement dumper and handling dry cement or gypsum; Choke-setter and rigger (clearing work); Concrete bucket dumper and chute; Concrete chipping and grinding; Concrete laborer (wet or dry); Driller tender,

chuck tender, nipper; Guinea chaser (stake), grout crew; High pressure nozzle, adductor; Hydraulic monitor (over 100 lbs. pressure); Loading and unloading, carrying and hauling of all rods and materials for use in reinforcing concrete construction; Pittsburgh chipper and similar type brush shredders; Sloper; Single foot, hand-held, pneumatic tamper; All pneumatic, air, gas and electric tools not listed in Groups 1 through 1-f; Jacking of pipe - under 12 inches

GROUP 3: Construction laborers, including bridge and general laborer; Dump, load spotter; Flag person; Fire watcher; Fence erector; Guardrail erector; Gardener, horticultural and landscape laborer; Jetting; Limber, brush loader and piler; Pavement marker (button setter); Maintenance, repair track and road beds; Streetcar and railroad construction track laborer; Temporary air and water lines, Victaulic or similar; Tool room attendant (jobsite only)

GROUP 4: Final clean-up work of debris, grounds and building including but not limited to: street cleaner; cleaning and washing windows; brick cleaner (jobsite only); material cleaner (jobsite only). The classification ""material cleaner"" is to be utilized under the following conditions:
A: at demolition site for the salvage of the material.
B: at the conclusion of a job where the material is to be salvaged and stocked to be reused on another job.
C: for the cleaning of salvage material at the jobsite or temporary jobsite yard.

The material cleaner classification should not be used in the performance of ""form stripping, cleaning and oiling and moving to the next point of erection"".

GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Gunite laborer

WRECKING WORK LABORER CLASSIFICATIONS

GROUP 1: Skilled wrecker (removing and salvaging of sash, windows and materials)

GROUP 2: Semi-skilled wrecker (salvaging of other building materials)

LABO1130-008 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE

	Rates	Fringes
Plasterer tender	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

LABO1130-009 07/01/2018

MARIPOSA, MERCED, STANISLAUS, AND TUOLUMNE COUNTIES

	Rates	Fringes
LABORER (Plaster Tender)	$ 32.02	23.00

Work on a swing stage scaffold: $1.00 per hour additional.

PAIN0016-001 01/01/2019

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN MATEO, SANTA CLARA, AND SANTA CRUZ COUNTIES

	Rates	Fringes
Painters:	$ 42.67	24.03

PREMIUMS:

EXOTIC MATERIALS - $0.75 additional per hour.
SPRAY WORK: - $0.50 additional per hour.
INDUSTRIAL PAINTING - $0.25 additional per hour
[Work on industrial buildings used for the manufacture and processing of goods for sale or service; steel construction (bridges), stacks, towers, tanks, and similar structures]

HIGH WORK:
over 50 feet - $2.00 per hour additional
100 to 180 feet - $4.00 per hour additional
Over 180 feet - $6.00 per houir additional

PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
Drywall Finisher/Taper		
AREA 1	$ 45.16	26.74
AREA 2	$ 41.03	25.34

PAIN0016-012 01/01/2019

ALAMEDA, CONTRA COSTA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES

	Rates	Fringes
SOFT FLOOR LAYER	$ 48.60	27.43

PAIN0016-015 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PAINTER		
Brush	$ 33.68	20.24

FOOTNOTES:
SPRAY/SANDBLAST: $0.50 additional per hour.
EXOTIC MATERIALS: $1.00 additional per hour.
HIGH TIME: Over 50 ft above ground or water level $2.00 additional per hour. 100 to 180 ft above ground or water level $4.00 additional per hour. Over 180 ft above ground or water level $6.00 additional per hour.

PAIN0016-022 01/01/2019

SAN FRANCISCO COUNTY

	Rates	Fringes
PAINTER	$ 46.29	24.03

PAIN0169-001 01/01/2018

FRESNO, KINGS, MADERA, MARIPOSA AND MERCED COUNTIES:

	Rates	Fringes
GLAZIER	$ 35.00	26.26

PAIN0169-005 01/01/2019

ALAMEDA CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN MATEO, SANTA CLARA & SANTA CRUZ COUNTIES

	Rates	Fringes
GLAZIER	$ 50.03	28.19

PAIN0294-004 01/01/2019

FRESNO, KINGS AND MADERA COUNTIES

	Rates	Fringes
PAINTER		
Brush, Roller	$ 30.53	19.11
Drywall Finisher/Taper	$ 34.87	23.68

FOOTNOTE:
Spray Painters & Paperhangers recive $1.00 additional per hour. Painters doing Drywall Patching receive $1.25 additional per hour. Lead Abaters & Sandblasters receive $1.50 additional per hour. High Time - over 30 feet (does not include work from a lift) $0.75 per hour additional.

PAIN0294-005 01/01/2018

FRESNO, KINGS & MADERA

	Rates	Fringes
SOFT FLOOR LAYER	$ 31.49	20.48

PAIN0767-001 01/01/2019

CALAVERAS, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
GLAZIER	$ 38.47	28.40

PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

Employee rquired to wear a body harness shall receive $1.50 per hour above the basic hourly rate at any elevation.

PAIN1176-001 01/01/2017

HIGHWAY IMPR0VEMENT

	Rates	Fringes
Parking Lot Striping/Highway Marking:		
GROUP 1	$ 34.41	16.31
GROUP 2	$ 29.25	16.31
GROUP 3	$ 29.59	16.31

CLASSIFICATIONS

GROUP 1: Striper: Layout and application of painted traffic stripes and marking; hot thermo plastic; tape, traffic stripes and markings

GROUP 2: Gamecourt & Playground Installer

GROUP 3: Protective Coating, Pavement Sealing

PAIN1237-003 10/01/2018

CALAVERAS; SAN JOAQUIN COUNTIES; STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SOFT FLOOR LAYER	$ 36.81	21.51

PLAS0066-002 07/01/2017

ALAMEDA, CONTRA COSTA, SAN MATEO AND SAN FRANCISCO COUNTIES:

	Rates	Fringes
PLASTERER	$ 40.51	27.13

PLAS0300-001 07/01/2018

	Rates	Fringes
PLASTERER		
AREA 188: Fresno.	$ 32.70	31.68
AREA 224: San Benito, Santa Clara, Santa Cruz	$ 32.88	31.68
AREA 295: Calaveras & San Joaquin Couonties.	$ 32.70	31.68
AREA 337: Monterey County	$ 32.88	31.68
AREA 429: Mariposa, Merced, Stanislaus, Tuolumne Counties.	$ 32.70	31.68

PLAS0300-005 07/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	$ 33.49	23.67

PLUM0038-001 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes
PLUMBER (Plumber, Steamfitter, Refrigeration Fitter)	$ 72.00	41.94

PLUM0038-005 07/01/2018

SAN FRANCISCO COUNTY

	Rates	Fringes

Landscape/Irrigation Fitter
(Underground/Utility Fitter).....$ 61.20 30.17

PLUM0062-001 01/01/2019

MONTEREY AND SANTA CRUZ COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER.....$	43.05	33.44

PLUM0159-001 07/01/2018

CONTRA COSTA COUNTY

	Rates	Fringes
Plumber and steamfitter		
(1) Refrigeration.....$	59.42	35.94
(2) All other work.....$	55.92	34.44

PLUM0246-001 01/01/2019

FRESNO, KINGS & MADERA COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER .....$	40.15	32.64

PLUM0246-004 01/01/2017

FRESNO, MERCED & SAN JOAQUIN COUNIES

	Rates	Fringes
PLUMBER (PIPE TRADESMAN) .....$	13.00	10.74

PIPE TRADESMAN SCOPE OF WORK:
Installation of corrugated metal piping for drainage, as well as installation of corrugated metal piping for culverts in connection with storm sewers and drains; Grouting, dry packing and diapering of joints, holes or chases including paving over joints, in piping; Temporary piping for dirt work for building site preparation; Operating jack hammers, pavement breakers, chipping guns, concrete saws and spades to cut holes, chases and channels for piping systems; Digging, grading, backfilling and ground preparation for all types of pipe to all points of the jobsite; Ground preparation including ground leveling, layout and planting of shrubbery, trees and ground cover, including watering, mowing, edging, pruning and fertilizing, the breaking of concrete, digging, backfilling and tamping for the preparation and completion of all work in connection with lawn sprinkler and landscaping; Loading, unloading and distributing materials at jobsite; Putting away materials in storage bins in jobsite secure storage area; Demolition of piping and fixtures for remodeling and additions; Setting up and tearing down work benches, ladders and job shacks; Clean-up and sweeping of jobsite; Pipe wrapping and

waterproofing where tar or similar material is applied for protection of buried piping; Flagman

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PLUM0342-001 07/01/2018

ALAMEDA & CONTRA COSTA COUNTIES

	Rates	Fringes
PIPEFITTER		
CONTRA COSTA COUNTY	$ 58.68	42.40
PLUMBER, PIPEFITTER, STEAMFITTER		
ALAMEDA COUNTY	$ 58.68	42.40

PLUM0355-004 07/01/2018

ALAMEDA, CALAVERAS, CONTRA COSTA, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SAN MATEO, SANTA CLARA, SANTA CRUZ, STANISLAUS, AND TUOLUMNE COUNTIES:

	Rates	Fringes
Underground Utility Worker /Landscape Fitter	$ 27.10	16.30

PLUM0393-001 07/01/2018

SAN BENITO AND SANTA CLARA COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER	$ 62.66	41.93

PLUM0442-001 01/01/2019

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS & TUOLUMNE COUNTIES

	Rates	Fringes
PLUMBER & STEAMFITTER	$ 42.25	30.64

PLUM0467-001 07/01/2018

SAN MATEO COUNTY

	Rates	Fringes
Plumber/Pipefitter/Steamfitter	$ 65.11	35.25

ROOF0027-002 01/01/2019

FRESNO, KINGS, AND MADERA COUNTIES

	Rates	Fringes

ROOFER.....$ 28.21 14.21

FOOTNOTE: Work with pitch, pitch base of pitch impregnated products or any material containing coal tar pitch, on any building old or new, where both asphalt and pitchers are used in the application of a built-up roof or tear off: $2.00 per hour additional.

ROOF0040-002 09/21/2018

SAN FRANCISCO & SAN MATEO COUNTIES:

	Rates	Fringes
ROOFER	$ 39.88	18.72

ROOF0081-001 08/01/2018

ALAMEDA AND CONTRA COSTA COUNTIES:

	Rates	Fringes
Roofer	$ 39.40	17.58

ROOF0081-004 08/01/2018

CALAVERAS, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
ROOFER	$ 39.40	17.58

ROOF0095-002 08/30/2018

MONTEREY, SAN BENITO, SANTA CLARA, AND SANTA CRUZ COUNTIES:

	Rates	Fringes
ROOFER		
Journeyman	$ 42.59	18.89
Kettle person (2 kettles); Bitumastic, Enameler, Coal Tar, Pitch and Mastic worker	$ 44.59	18.89

SFCA0483-001 01/01/2019

ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO AND SANTA CLARA COUNTIES:

	Rates	Fringes
SPRINKLER FITTER (FIRE)	$ 63.52	31.17

SFCA0669-011 04/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, MONTEREY, SAN BENITO, SAN JOAQUIN, SANTA CRUZ, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SPRINKLER FITTER	$ 38.85	21.87

SHEE0104-001 07/02/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO, SANTA CLARA

AREA 2: MONTEREY & SAN BENITO

AREA 3: SANTA CRUZ

	Rates	Fringes
SHEET METAL WORKER		
AREA 1:		
Mechanical Contracts under $200,000	$ 51.87	37.91
All Other Work	$ 59.11	38.51
AREA 2.	$ 48.90	32.70
AREA 3.	$ 51.21	30.26

SHEE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 40.34	32.80

SHEE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding metal deck and siding)	$ 38.40	35.69

SHEE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER	$ 38.49	35.65

SHEE0104-015 07/01/2017

ALAMEDA, CONTRA COSTA, MONTEREY, SAN BENITO, SAN FRANCISCO, SAN

MATEO, SANTA CLARA AND SANTA CRUZ COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Metal Decking and Siding only)	$ 37.53	32.10

SHEE0104-018 07/01/2018

CALAVERAS, FRESNO, KINGS, MADERA, MARIPOSA, MERCED, SAN JOAQUIN, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
Sheet metal worker (Metal decking and siding only)	$ 39.93	32.70

TEAM0094-001 07/01/2018

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 31.68	27.86
GROUP 2	$ 31.98	27.86
GROUP 3	$ 32.28	27.86
GROUP 4	$ 32.63	27.86
GROUP 5	$ 32.98	27.86

FOOTNOTES:

Articulated dump truck; Bulk cement spreader (with or without auger); Dumpcrete truck; Skid truck (debris box); Dry pre-batch concrete mix trucks; Dumpster or similar type; Slurry truck: Use dump truck yardage rate.

Heater planer; Asphalt burner; Scarifier burner; Industrial lift truck (mechanical tailgate); Utility and clean-up truck: Use appropriate rate for the power unit or the equipment utilized.

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Dump trucks, under 6 yds.; Single unit flat rack (2-axle unit); Nipper truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump truck (when flat rack truck is used appropriate flat rack shall apply); Concrete pump machine; Fork lift and lift jitneys; Fuel and/or grease truck driver or fuel person; Snow buggy; Steam cleaning; Bus or personhaul driver; Escort or pilot car driver; Pickup truck; Teamster oiler/greaser and/or serviceperson; Hook tender (including loading and unloading); Team driver; Tool room attendant (refineries)

GROUP 2: Dump trucks, 6 yds. and under 8 yds.; Transit mixers, through 10 yds.; Water trucks, under 7,000 gals.; Jetting trucks, under 7,000 gals.; Single-unit flat rack (3-axle unit); Highbed heavy duty transport; Scissor truck; Rubber-tired muck car (not self-loaded); Rubber-tired truck

jumbo; Winch truck and ""A"" frame drivers; Combination winch truck with hoist; Road oil truck or bootperson; Buggymobile; Ross, Hyster and similar straddle carriers; Small rubber-tired tractor

GROUP 3: Dump trucks, 8 yds. and including 24 yds.; Transit mixers, over 10 yds.; Water trucks, 7,000 gals. and over; Jetting trucks, 7,000 gals. and over; Vacuum trucks under 7500 gals. Trucks towing tilt bed or flat bed pull trailers; Lowbed heavy duty transport; Heavy duty transport tiller person; Self- propelled street sweeper with self-contained refuse bin; Boom truck - hydro-lift or Swedish type extension or retracting crane; P.B. or similar type self-loading truck; Tire repairperson; Combination bootperson and road oiler; Dry distribution truck (A bootperson when employed on such equipment, shall receive the rate specified for the classification of road oil trucks or bootperson); Ammonia nitrate distributor, driver and mixer; Snow Go and/or plow

GROUP 4: Dump trucks, over 25 yds. and under 65 yds.; Water pulls - DW 10's, 20's, 21's and other similar equipment when pulling Aqua/pak or water tank trailers; Helicopter pilots (when transporting men and materials); Lowbedk Heavy Duty Transport up to including 7 axles; DW10's, 20's, 21's and other similar Cat type, Terra Cobra, LeTourneau Pulls, Tournorocker, Euclid and similar type equipment when pulling fuel and/or grease tank trailers or other miscellaneous trailers; Vacuum Trucks 7500 gals and over and truck repairman

GROUP 5: Dump trucks, 65 yds. and over; Holland hauler; Low bed Heavy Duty Transport over 7 axles

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

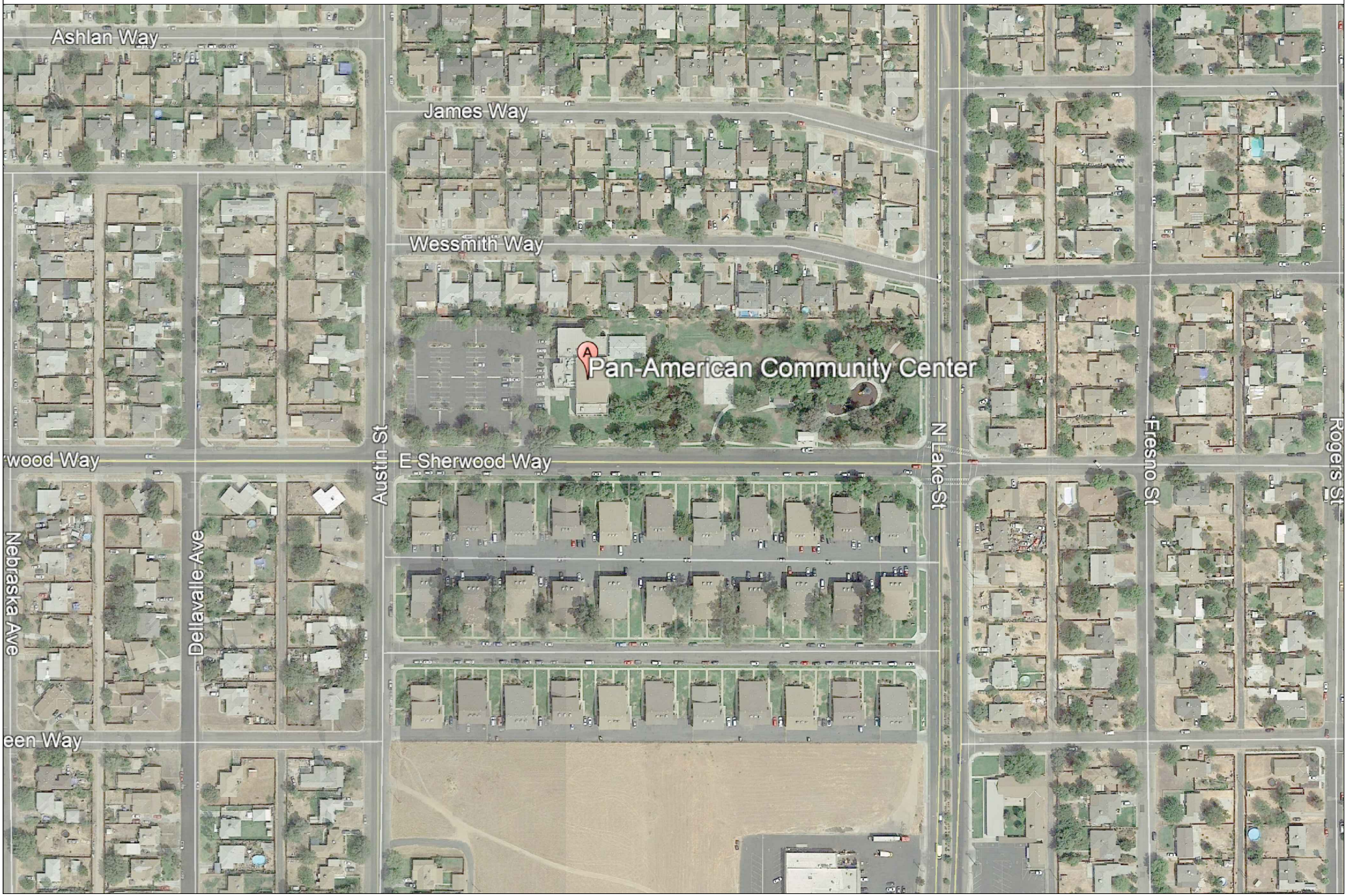
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END OF GENERAL DECISION"

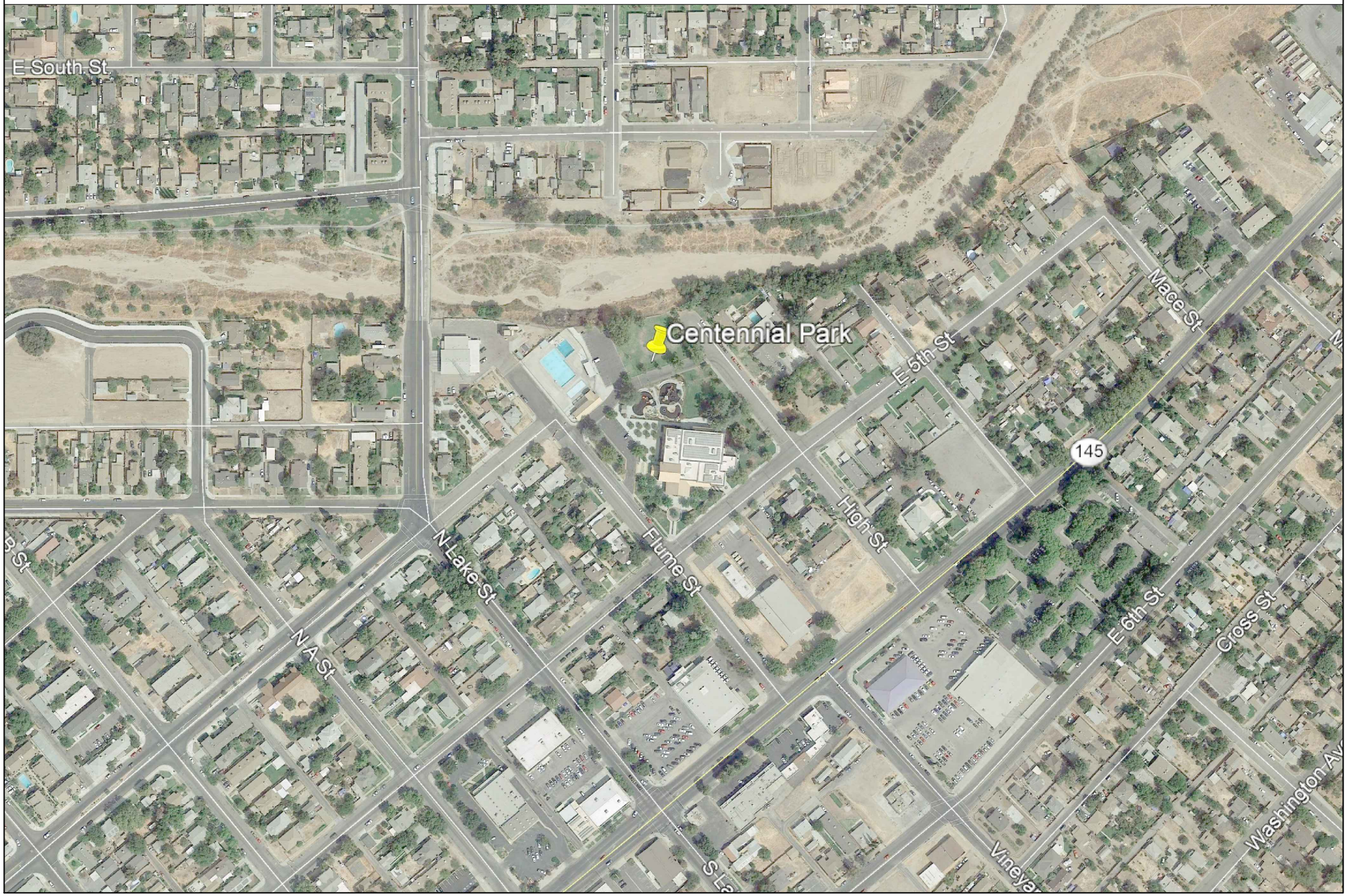
Attachment 2

Project Map

LOCATION MAP - PAN AMERICAN CENTER
ADA IMPROVEMENTS



LOCATION MAP - CENTENNIAL PARK
ADA, LIGHTING AND SHADE STRUCTURE IMPROVEMENTS



LOCATION MAP - FRANK BERGON CENTER
ADA IMPROVEMENTS



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: November 20, 2019

Agenda Number: B-11

Becky McCurdy, Procurement Services Mgr.

Arnoldo Rodriguez, City Manager

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

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a Resolution approving the Amending Agreement to Master Services Agreement for online/phone payment services with Paymentus Corporation and authorize the Mayor to execute the agreement

SUMMARY:

The Finance Department has been using Paymentus Corporation for its online/phone payment services. The principal user of this service has been Utility Billing. In order to improve customer service and in conjunction with the implementation of the Tyler Munis Utility Billing software, it is necessary to amend the existing agreement with Paymentus Corporation. Once this is completed and in conjunction with the implementation of the Tyler Munis software, customers and staff will be able to access their accounts in "real time" and in many cases their payments will show on their accounts immediately upon their completion of the payment process.

DISCUSSION:

The Finance Department has been using Paymentus corporation for online/phone payment service since October 27, 2009. In order to integrate this system with the Munis Utility Billing module and amendment to the agreement is necessary. Since Paymentus is one of the approved vendors of these services, it will also allow staff to make the transition with little to no impact customers. The end result will be customers and staff being able to see payments much more quickly in comparison to the existing system. In turn, this will provide customers with a greatly enhanced level of service that that is currently unavailable.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this type of agreement 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.

ALTERNATIVES:

Council may elect to reject the amended agreement. At that point, the City would need to find another vendor to provide these services and the resulting delay would extend the Utility Billing implementation project. The extension of the project would add considerable cost because of the need to continue to run two programs in parallel until the conversion can be completed.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

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

WHEREAS, the City of Madera (the "City") is in need of online/phone payment services; and

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

WHEREAS, the City desires to amend an existing agreement with Paymentus Corporation to provide for integration with the City's Tyler Munis Utility Billing Module; and

WHEREAS, Paymentus Corporation has prepared an Amending Agreement.

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 Amending Agreement for online/phone payment services provided by Paymentus Corporation which is attached to this resolution as Exhibit "A" is hereby approved.
3. The Mayor of the City of Madera is authorized to execute the Amending Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption

****

Paymentus

AMENDING AGREEMENT

Customer:	City of Madera
Customer Address:	205 West Fourth St. Madera, CA 93637
Contact for Notices to Customer:	Ann Booey

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

WHEREAS:

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

B - The parties now wish to amend Section 9.1 of the Master Services Agreement ("Term") to extend the current contract term to March 12, 2024. At the end of the Term, this agreement will automatically renew for successive three (3) year periods unless either Client or Paymentus provides the other party with not less than three (3) months prior written notice of intent not to renew.

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

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

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

Customer:

By: _____

Name: _____

Title: _____

Date: _____

Paymentus:

By: _____

Name: _____

Title: _____

Date: _____

REPORT TO CITY COUNCIL

Approved by:

_____ for the _____
Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: B-12

SUBJECT:

Second reading and consideration of adoption of an Ordinance: Waive full reading and adopt Ordinance rezoning two parcels encompassing approximately 0.29 acre located approximated 200 feet west of the intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District.

RECOMMENDATION:

It is recommended that the City Council (Council) waive the full reading and adopt Ordinance rezoning two parcels encompassing approximately 0.29 acre located approximated 200 feet west of the intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District.

SUMMARY:

The Council introduced the Rezone Ordinance at a public hearing held on November 6, 2019. The second reading and adoption of the Ordinance will complete the rezoning process.

DISCUSSION:

Planning Commission (Commission) on October 8th approved a precise plan application that allows for the development of a three-story, eight-unit apartment building in conjunction with a negative declaration and a resolution recommending approval of a rezone. Approval of the precise plan is contingent upon approval of the zoning ordinance

Rezoning the property from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District ultimately facilitates the development of one additional dwelling unit where a maximum of seven dwelling units are currently allowed.

At its November 6th meeting, Council approved the adoption of a Negative Declaration. Council also introduced the Ordinance that rezones the project site from the R3 (High Density) to PD-1500 (Planned Development). Rezoning of the subject properties is consistent with the HD (High Density) General Plan land use designation, the recommendations of the Housing Element Vacant Sites Inventory and the requirements of the PD-1500 (Planned Development) Zone District.

FINANCIAL IMPACT:

The applicant paid $9,230.00 in Planning Department entitlement fees to offset the costs associated with processing this rezoning request, the precise plan, and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved precise plan, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the subdivision require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements is "A Well-Planned City." The Commission, considering how the project and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help provide consistency with Strategy 131, which states, "Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities."

ALTERNATIVES:

The City Council could consider alternatives other than staff's recommendation of introduction of the rezone ordinance. Those may include:

1. Denial of the request for rezoning. Should the requests be denied, the project site would remain within the R3 (High Density) Zone District. The precise plan would be considered null and void.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

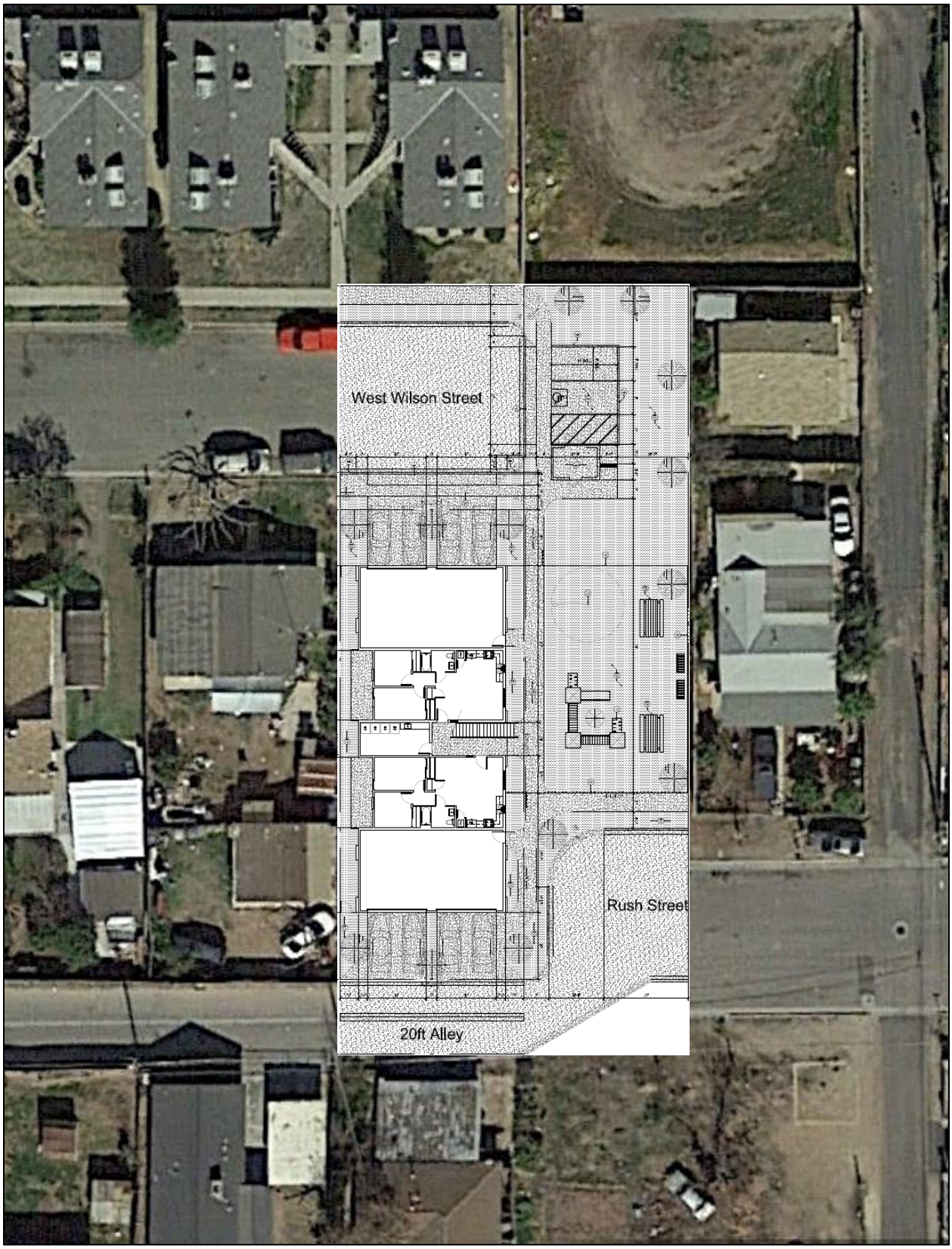
ATTACHMENTS:

1. Aerial Map
2. Project Site Plan
3. Rezone Ordinance
   Exhibit A - Zoning Map

Attachment 1: Aerial Photo



Attachment 2: Project Site Plan



Attachment 3: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.29 ACRES OF PROPERTY LOCATED APPROXIMATED 200 FEET WEST OF THE INTERSECTION OF SONORA AND RUSH STREETS (120 WILSON AVE. AND 117 W. RUSH ST.) FROM THE R3 (HIGH DENSITY) TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT (APN: 003-093-006 AND 008).

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

SECTION 1. The Planning Commission of the City of Madera and this City Council (Council) have held duly noticed public hearings for the rezoning of approximately .29 acres located approximated 200 feet west of the intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) to the PD-1500 (Planned Development) Zone District.

SECTION 2. Based on the testimony and information presented at its public hearing, the Council has determined that the proposed rezoning is consistent with the General Plan, as amended, and subsequent development will be in conformance with all standards and regulations of the Municipal Code. The Council has further determined that the adoption of the proposed rezoning is in the best interest of the City of Madera. Such determination is based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.

2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.

3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 3. The Council hereby approves the rezoning of the above-described property by rezoning it from the R3 (High Density) to the PD-1500 (Planned Development) Zone District in the manner required by Chapter 3 of Title X of the Madera Municipal Code. The Council hereby amends the City of Madera Zoning Map. The amendment is illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 5. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: November 20, 2019

Agenda Number: D-1

SUBJECT:

Consideration of a Resolution to Approve a New Logo for Madera Metro

RECOMMENDATION:

Staff recommends the City Council (Council) review the status of branding and outreach efforts for the City of Madera's (City) transit system and adopt a new logo for Madera Metro.

SUMMARY:

Since June 2017, a strategic objective for City's transit system has been to have a more critical eye and consideration of the service image of Madera's transit services. In 2018, the City was awarded $60,000 in grant funds to develop and address goals for improving the service brand as just one mechanism for increasing ridership. A new name and logo were developed by a professional design firm with significant input from the community, including the Transit Advisory Board and ongoing input from City's transit staff. Now, being presented for Council's consideration is a recommendation for a new logo for Madera Metro.

DISCUSSION:

Background

The City began public transportation services in the 1970s as Dial-A-Ride (DAR) service and later took on the name, Madera Area Express (MAX), as a broad term for the entire system after instituting fixed-route service in the late 1990s. It then adopted the logo found on Attachment 1. More recently, at the December 19, 2018 Council meeting, staff presented recommendations for a new name and logo. Council expressed receptivity towards the proposed name and made several suggestions to staff for further development of the logo. On June 2019 staff returned to Council to request adoption of Madera Metro as the new name for the system and it was adopted. City staff immediately began to use the new name for marketing and outreach activities.

Staff brings before Council, the recommendation for a new logo which is identified below. The proposed logo includes City's Beatification Committee members' feedback. There is concurrence amongst members of the Transit Advisory Board, the Beautification Committee, and transit staff on the logo that is best suited to represent the City. In addition, other logos designed by JSA are included on Attachment 2, so that Council may consider alternate design elements, i.e., colors and graphics.

Proposed logo:



Should Council not find that the recommended logo is the best fitting for Madera Metro, JSA will be available to receive more specific input from Council and/or members of the public on desired logo design features, in order for JSA to continue to redesign the logo for Madera Metro, until a logo that is well-liked by all parties is achieved. Attachment 3 provides a summary of the recent efforts that have been taken to develop the recommended logo.

FINANCIAL IMPACT:

There is no impact to the General Fund. All activities are funded within the transportation budgets. The new name and logo are being developed within the awarded $60,000. With $21,330 for design and consulting services augmented by City staff time and the remaining $38,670 for producing materials such as brochures, bus wraps, signage, maps, etc.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Adoption of the attached resolution is consistent with Strategy 121 of the City of Madera Vision 2025 Plan.

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

ATTACHMENTS:

1. Current brand/logo
2. Optional logo design elements
3. Logo development process timeline
4. Resolution

Attachment 1

Current Brand/Logo





Attachment 2

Optional Logo Design Options







Attachment 3

Logo Development Process & Timeline

June 21, 2017: Staff provided a transit workshop to Council. Council requested that staff work on developing bus stop signage/maps that would improve the ability to locate stops and to utilize the fixed route. Additionally, Council directed staff to work on incorporating technology into transit services.

July 19, 2017: TAB meeting with information and discussion on examples of mascots and logos; reaching out to high schools or Madera Community College Center for design development.

October 18, 2017: Staff provided progress updates following the June Workshop to Council. Council provided suggestions to staff and supported the re-designing of transit's image, with community input, by developing a more professional and modern style, including the development of a new logo, new messaging and/or new marketing materials.

June 5, 2018: City secured $60,000 funding award to develop logo and outreach campaign.

August 25, 2018: Jeffrey Scott Agency was selected as the City's transit marketing plan consultant. The contract, with a not-to-exceed amount of $21,330, provides for digital marketing advisory services; graphic design, branding, and development of external collateral such as Rider Guides and brochures; content development; public relations; and paid media.

Sept. 11, 2018: During a kickoff meeting, JSA recommended that the first strategy be to review the current brand and ensure the City was clearly identifying Madera transit services and had an effective brand that could serve as the foundation for all future public outreach. From this point forward, the focus has been on establishing a clear, effective, and attractive brand to grow ridership.

Sept. 21, 2018: JSA presented three potential naming configurations for transit: Madera Express, Madera Connect, and Madera Metro.

Oct 17, 2018: Madera Metro was selected and confirmed by the Transit Advisory Board as the most fitting as 'metro' translated well in other languages and had a 'coolness' factor to attract the next generation of transit riders. In addition, the TAB reviewed various logo color schemes, design elements and provided feedback via an interactive voting process to help the designer adjust the logo design to meet the Plan objectives.

Nov. 7, 2018: Staff met again to review changes to the design elements of the logo, weigh feedback and provide input to JSA. It was decided to wait and share information with the new City Manager prior to finalizing a proposed logo.

Dec. 7, 2018: Staff held a final meeting facilitated by JSA to develop a consensus for the transit logo to be recommended to City Council for approval. The new logo is meant to include suggestions of movement, i.e., transit as well as classic lines and fonts that are not too trendy.

Dec. 19, 2018: A Public Hearing was held before City Council meeting to make a recommendation for adoption of a new name and new logo. Council did not adopt any recommendation, but instead provided feedback to staff on how to move forward with the logo design.

June 5, 2019: Council approved the new name for the transit system, Madera Metro.

Sept. 18 & 19, 2019: As directed by Council, staff consulted with City's Beautification Committee members on their preferences for transit's logo.

Attachment 4

RESOLUTION NO. 19 -_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A NEW LOGO FOR MADERA METRO

WHEREAS, the City of Madera ("City") provides the City's transit services for fixed-route and demand-response services to City and County residents; and

WHEREAS, the City wishes to rebrand its transit services to modernize and improve its image; and

WHEREAS, members of the Transit Advisory Board, the Beautification Committee and transit staff all agree that the proposed logo designed by Jeffrey Scott Agency best suits the Madera Metro's rebranding strategies.

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 of the City of Madera does hereby adopt a new logo for Madera Metro.
3. This resolution is effective immediately upon adoption.

***

REPORT TO CITY COUNCIL

Approved by:

_____ for the ___
Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: D-2

SUBJECT:

Consideration of Initiation of Annexation into CFD No. 2005-01:

1. A Resolution Adopting a Boundary Map Showing the Territory Proposed for Annexation to City of Madera Community Facilities District No. 2005- 01.

   And

2. A Resolution Declaring the City's Intention to Authorize the Annexation of Territory into City of Madera Community Facilities District No. 2005-01.

RECOMMENDATION:

After reviewing the above-referenced Resolutions and accompanying documents, it is recommended that the City Council (Council) adopt the Resolutions so that the territory proposed for annexation into the City's Community Facilities District 2005-01 can proceed to completion.

SUMMARY:

The attached Resolutions will begin the proceedings for the annexation of the development project known as Sun Set Ridge (the "Project") into Community Facilities District 2005-01 (the "CFD 2005-01"). The conditions of approval for the Project require it to annex into CFD 2005-01, which was established as an annexable district to provide funding to offset the increased cost for public safety, open space, and parks maintenance created by new development.

DISCUSSION:

By Resolution No. 05-334, the City Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City of Madera (City) would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-Projects may be annexed one at a time, or in a group if they are ready at the same time.

One project makes up Annexation No. 7. Sun Set Ridge is owned by Tommy Jarrell. The Project includes one lot which will be developed with 22 multi-family residential units. The boundaries of the Project consist of the area within assessor's parcel number 006-360-042 as depicted on Attachment 1.

Project Name	*Owner*	*Lots*	*Location*
Sun Set Ridge	Tommy Lee Jarrell	1	Linden St. / Laurel St.

The two attached Resolutions represent the first steps that must be taken in the annexation process. The first Resolution adopts a boundary map depicting the territory that is proposed for annexation. The second Resolution declares the City's intention to annex the proposed territory into CFD 2005-01. The Resolution also establishes January 15, 2020, as the public hearing date for the final consideration of the annexation of the property into CFD 2005-01. See Attachment 1 to view a map of the subdivision. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the seventh annexation. See Attachment 2 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2019/20 Fiscal Year CFD 2005-01 assessment for multi-family residential development is approximately $428.12 per home. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 22 units in Annexation #7 will be $9,418.64. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

ALTERNATIVES:

The City Council adopted Ordinance C.S. 792, which established the district and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

ATTACHMENTS:

1. Resolution - Adopting Boundary Map
   Exhibit A - Annexation Map No. 7
2. Resolution - Declaration of Intention to Authorize Annexation
3. Sun Set Ridge Subdivision Map
4. CFD 2005-01 Annexation Map
5. Rate and Method of Apportionment

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01

WHEREAS, the City Council of the City of Madera, California, ("City Council"), formed a Community Facilities District, designated as Community Facilities District No. 2005-01 (hereafter referred to as "CFD No. 2005-01"), pursuant to the terms and provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California (the "Act"); and

WHEREAS, the City Council desires to initiate proceedings to annex certain territory to CFD No. 2005-01; and,

WHEREAS, there has been submitted a map attached as Exhibit A showing the territory proposed to be annexed to CFD No. 2005-01, said area to be designated as Community Facilities District No. 2005-01, Annexation No. 7 (hereafter referred to as "Annexation No. 7").

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

SECTION 1. Recitals. The above recitals are all true and correct.

SECTION 2. Annexation Map. The map showing Annexation No. 7 and to be subject to the levy of a special tax by CFD No. 2005-01 upon the annexation of such territory to CFD No. 2005-01 is hereby approved and adopted. Such map is designated by the name of "Annexation No. 7 to City of Madera Community Facilities District No. 2005-01."

SECTION 3. Certificate. A certificate shall be endorsed on the original and on at least one (1) copy of the map of Annexation No. 7, evidencing the date and adoption of this Resolution, and within fifteen days after the adoption of the Resolution fixing the time and place of the Public Hearing on the intention to annex Annexation No. 7 to CFD No. 2005-01, a copy of said map shall be filed with the correct and proper endorsements thereon with County Recorder, all in the manner and form provided for in Section 3111 of the Streets and Highways Code of the State California.

EXHIBIT A

SHEET 1 OF 1

ANNEXATION MAP NO. 7
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 7 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

FEE WAIVED PER SECTIONS 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE.

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

Annexation Parcel

(1) Map Reference Number

1 in = 83 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	006-360-042

WILLDAN

Attachment 2: Declaration of Intention to Authorize Annexation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIOFRNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (SUN SET RIDGE) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 7.

WHEREAS, the City Council of the City of Madera has conducted proceedings to establish Community Facilities District No. 2005-01 (Public Services) (the "CFD") pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (the "Act"), Chapter 2.5 of Part 1 of Division 2 of Title 5, commencing at Section 53311, of the California Government Code; and

WHEREAS, under the Act, the City Council, as the legislative body for the CFD, is empowered with the authority to annex territory to the CFD, and now desires to undertake proceedings to annex territory to the CFD.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA, HEREBY RESOLVES:

SECTION 1. This Council hereby finds and determines that public convenience and necessity require that territory be added to the CFD.

SECTION 2. The name of the existing CFD is "Community Facilities District No. 2005-01 (Public Services)".

SECTION 3. The territory included in the existing CFD is as shown on the map thereof filed in the office of the County Recorder, County of Madera State of California, to which map reference is hereby made which have been filed with the Madera County Recorder's Office.

The territory now proposed to be annexed to the CFD is as shown on the Boundary Map of Annexation No. 7 to the CFD, on file with the City Clerk, a copy of which is attached hereto as Exhibit "A" and made a part hereof, the boundaries of which territory are hereby preliminarily approved. The City Clerk is hereby directed to cause the recordation of said Boundary Map of Annexation No. 7 to the CFD, showing the territory to be annexed, in the Office of the County Recorder of the County of Madera within fifteen days of the date of adoption of this resolution.

SECTION 4. The types of public services financed by the CFD and pursuant to the Act consist of those services (the "Services") described in Exhibit A to Resolution No. 05-334 adopted by the Council on the 16st day of November 2005 (the "Resolution of Formation"). It is presently intended that the Services will be shared, without preference or priority, by the existing territory in the CFD and the territory proposed to be annexed to the CFD.

SECTION 5. Except to the extent that funds are otherwise available to the CFD to pay for the Services and/or the principal and interest as it becomes due on bonds of the CFD issued to finance the Services, a special tax sufficient to pay the costs thereof is intended to be levied annually within the CFD, and collected in the same manner as ordinary ad valorem property taxes. The proposed rate and method of apportionment of the special tax among the parcels of real property within the CFD, as now in existence and following the annexation proposed herein, and in sufficient detail to allow each landowner within the territory proposed to be annexed to the CFD to estimate the maximum amount such owner will have to pay, is described in Exhibit B, which is hereby incorporated by this reference.

SECTION 6. Notice is given that on January 15, 2020, at 6:00 p.m., in the regular meeting place of this Council, being the City Council Chambers, located at 205 W. 4th St, Madera, California, the Council, as legislative body for the CFD, will conduct a public hearing on the annexation of territory to the CFD and consider and finally determine whether the public interest, convenience and necessity require said annexation of territory to the CFD and the levy of said special tax therein.

SECTION 7. The City Clerk is hereby directed to cause notice of said public hearing to be given by publication one time in a newspaper of general circulation in the area of the CFD. The publication of said notice shall be completed at least seven days before the date herein set for said hearing. Said notice shall be substantially in the form specified in Section 53339.4 of the Act. The City Clerk shall also cause a copy of the Resolution of Annexation, or a notice thereof, to be mailed to each landowner (and to each registered voter, if any) within the territory proposed to be annexed, which resolution or notice shall be mailed at least fifteen days before the date of said hearing.

Attachment 3: Sun Set Ridge Subdivision Map

SHEET 1 OF 1

ANNEXATION MAP NO. 7
COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK THIS _____ DAY OF_____, 20__.

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 7 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF, HELD ON THE _____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

_____
CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____, 20__, AT THE HOUR OF _____ O'CLOCK _____.M. IN BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF CALIFORNIA.

_____
COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

FEE WAIVED PER SECTIONS 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE.

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

Annexation Parcel

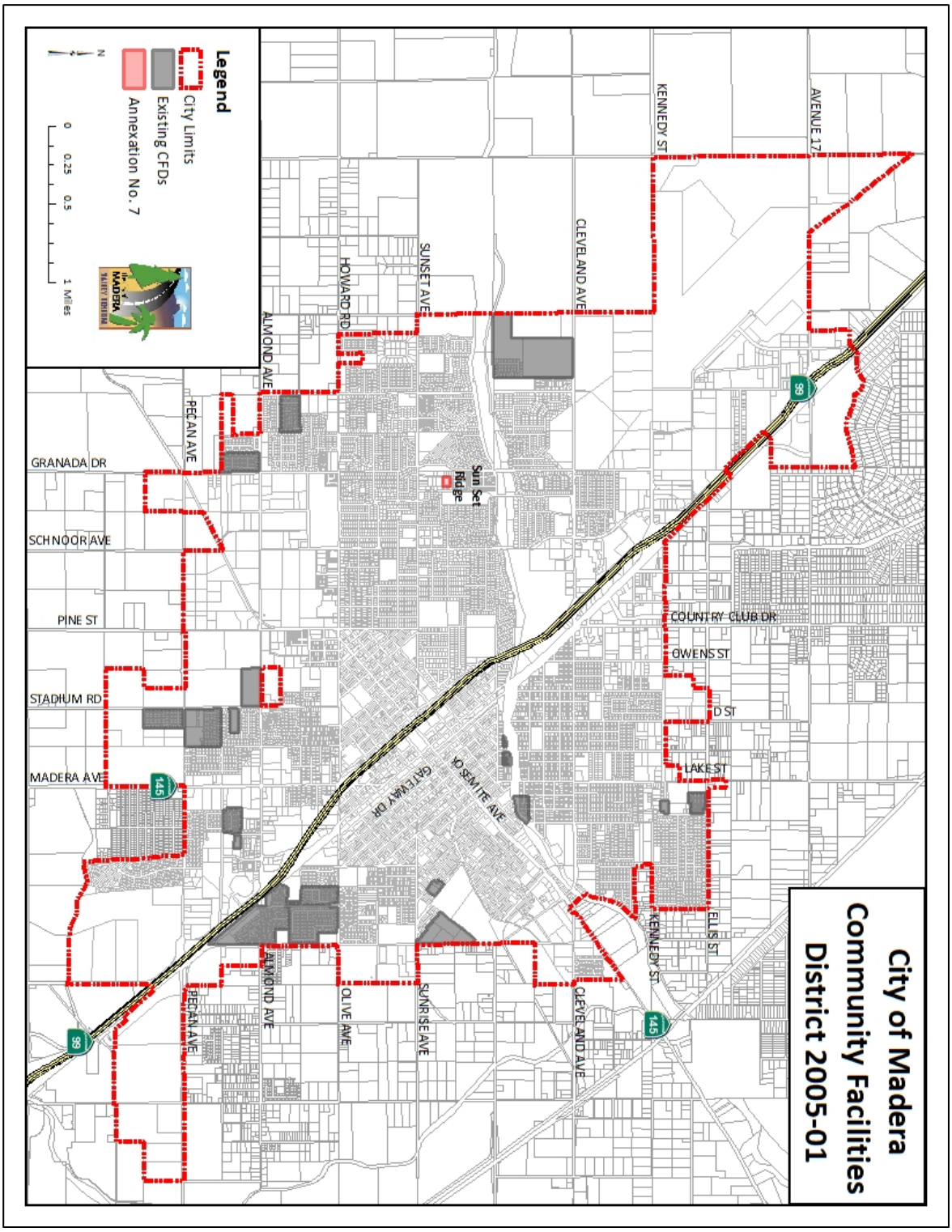
(1) Map Reference Number

1 in = 83 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	006-360-042

WILLDAN

Attachment 4: CFD 2005-01 Map



RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

"Base Year" means Fiscal Year ending June 30, 2007.

"City" means the City of Madera.

"Council" means the City Council of the City of Madera, acting as the legislative body of the District. "County" means the County of Madera, California.

"**Developed Multi-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

"**Developed Property"** means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

"**Developed Single-Family Residence"** means all Assessor's Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

"District Administrator" means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

"District" means Community Facilities District No. 2005-01 of the City of Madera.

"Entitled Property" means an Assessor's Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term "Entitled Property" shall apply only to Assessors' Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor's Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

"Final Map" means an Assessor's Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

"Fiscal Year" means the period starting July 1 and ending on the following June 30.

"Land Use Class" means any of the classes listed in Table 1.

"Lot" means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

"Maximum Special Tax" means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor's Parcel.

"Non-Residential Property" means all Assessors' Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

"Property Owner Association Property" means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

"Proportionately" means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor's Parcels within each Land Use Class.

"Public Property" means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

"Service Costs" means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial finding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

"Special Tax" means the Special Tax to be levied in each Fiscal Year on each Assessor's Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

"Special Tax Requirement" means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year's Special Tax levy.

"State" means the State of California.

"**Property"** means all of the Assessor's Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

"Tax Exempt Property" means an Assessor's Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

"Undeveloped Property" means, for each Fiscal Year, all Assessor's Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor's Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
1	Developed Single-Family Residence	$311 per unit
2	Developed Multi-Family Residence	$285 per unit
[1] Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit[1]
3	Entitled Property	$166 per lot
[1] Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum

Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, P.E., Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: D-3

SUBJECT:

Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees Until Certificate of Occupancy for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) and Approval of Amendment to Improvement Agreements (Report by Keith Helmuth)

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the following Resolution:

Resolution No. 19-_____ Approving the Request for Deferral of Development Impact Fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until Certificate of Occupancy and approving amendment to Improvement Agreements.

SUMMARY:

The Subdivider, Joseph Crown Construction and Development Inc., a California Corporation, on October 28, 2019 formally requested a deferral of development impact fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until issuance of individual Certificate of Occupancies for each house as they are completed.

DISCUSSION:

The Conditions of Approval for the La Spezia II Subdivision (Tract No. 19-S-01), approved by the Planning Commission on February 12, 2019, and the Improvement Agreement for the La Spezia II Subdivision (Tract No. 19-S-01) recorded on October 28, 2019 require the Subdivider to pay development impact fees at the time of building permit issuance. This is consistent with past practice for developments of all types.

The Conditions of Approval for the La Spezia III Subdivision (Tract No. 19-S-02) approved by the Planning Commission on March 12, 2019, and the Improvement Agreement for the La Spezia III Subdivision (Tract No. 19-S-02) recorded on October 28, 2019 include similar language as La Spezia II.

This request is rooted in the Subdivider's desire to secure 47 building permits before the end of the calendar year to avoid what is believed to be a meaningful cost increase to the overall project as a result of changes to the California Building Standards Code that become effective January 1, 2020. Approval of the Subdivider's request to defer development impact fees would, as described, result in substantial savings from what would be incurred due to costly code changes. The deferral of fees may also allow for those deferred fees to be directed to a larger number of houses being constructed at any given time. If Council approves the deferral of development impact fees until issuance of Certificate of Occupancy, staff recommends that the Subdivider pay the current impact fees in effect at the time of payment.

It should be acknowledged that approving a deferral of development impact fees for these projects will almost certainly set a precedent for future development.

Though not anticipated at this time, a fee deferment process may need to be adopted by the City to account for future development projects requesting development impact fee deferments. It is likely that the City will need to implement a system to ensure development impact fees are collected subject to Council's approval. To address this, the City's accounting software, Munis, will require a few updates that, when implemented, will prevent the issuance of a Certificate of Occupancy prior to development impact fees being collected.

The Madera Municipal Code does not require development impact fees be paid at a specific time. However, conditions of approval do require payment prior to Building Permit. As such, formal Council approval is required along with direction on how future requests should be accommodated; Council approval or otherwise.

FINANCIAL IMPACT:

None as the development impact fees are not being waived, only deferred until a later date. The Subdivider will pay the development impact fees in effect at the time of issuance of Certificate of Occupancy.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Development impact fees are not specifically addressed in the vision or action plans.

ALTERNATIVES:

If Council does not approve the deferral of development impact fees until the issuance of Certificate of Occupancy, the Subdivider will be required to pay development impact fees at the time of building permit issuance. The Subdivider may also choose to secure less permits.

ATTACHMENTS:

1. Resolution – Approving Request for Deferral of Development Impact Fees and Approval of Amendment to Improvement Agreements
   Exhibit A – Amendment to Improvement Agreement

Attachment 1

Resolution

RESOLUTION NO. 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REQUEST FOR DEFERRAL OF DEVELOPMENT IMPACT FEES FOR THE LA SPEZIA II SUBDIVISION (TRACT NO. 19-S-01) AND THE LA SPEZIA III SUBDIVISION (TRACT NO. 19-S-02) AND APPROVING AMENDMENT TO IMPROVEMENT AGREEMENT

WHEREAS, on October 28, 2019, Subdivider, Joseph Crown Construction and Development Inc., a California Corporation, ("Crown") formally requested a deferral of development impact fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until issuance of individual Certificate of Occupancies for each house as they are completed; and

WHEREAS, the Conditions of Approval for the La Spezia II Subdivision (Tract No. 19-S-01) approved by the Planning Commission on February 12, 2019 and the Improvement Agreement for the La Spezia II Subdivision (Tract No. 19-S-01) recorded on October 28, 2019 require the Subdivider to pay development impact fees at the time of building permit issuance; and

WHEREAS, the Conditions of Approval for the La Spezia III Subdivision (Tract No. 19-S-02) approved by the Planning Commission on March 12, 2019 and the Improvement Agreement for the La Spezia III Subdivision (Tract No. 19-S-02) recorded on October 28, 2019 require the Subdivider to pay development impact fees at the time of building permit issuance; and

WHEREAS, the proposed Agreement allows Crown to defer the payment of the Development Impact Fees until such time as Crown requests a certificate of occupancy for each home constructed on the above-referenced subdivisions; and

WHEREAS, the proposed amendment to Agreement is consistent with the Subdivision Map Act.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.

2. The Council hereby grants the request to defer payment of the Development Impact Fees until such time as Crown requests a certificate of occupancy for each home constructed on the above-referenced subdivisions.

3. The Council approves the Amendment to Improvement Agreement attached as Exhibit 'A' with Crown to defer impact fees on La Spezia II Subdivision (Tract No. 19-S-01) and

the La Spezia III Subdivision (Tract No. 19-S-02) until such time as Crown requests a certificate of occupancy for each home constructed.

4. The Mayor is authorized to execute the Amendment to Improvement Agreement on behalf of the City.

* * *

Exhibit A

Amendment to Improvement Agreement

AMENDMENT TO IMPROVEMENT AGREEMENT FOR LA SPEZIA II SUBDIVISION (FINAL MAP NO. 19-S-01) BETWEEN THE CITY OF MADERA AND JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC., A CALIFORNIA CORPORATION DEFERRING DEVELOPMENT IMPACT FEES

This Amendment to Improvement Agreement to Defer Impact Fees ("Amendment to Agreement") is made as of November 20, 2019, by and between the City of Madera, a California general law city, (City), and "Joseph Crown Construction and Development Inc., a California Corporation, ("Crown"). City and Crown are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 28, 2019, Subdivider, Joseph Crown Construction and Development Inc., a California Corporation, ("Crown") formally requested a deferral of development impact fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until issuance of individual Certificate of Occupancies for each house as they are completed; and

WHEREAS, on October 16, 2019 the City and Crown entered into an Improvement Agreement for La Spezia II Subdivision (Final Map No. 19-S-01) ("Improvement Agreement") recorded on October 28, 2019, which requires Crown to pay development impact fees at the time of building permit issuance; and

WHEREAS, Crown and City wish to enter into this Amendment to Agreement authorizing deferment of the payment of the Impact Fees on each lot until such time as Crown seeks and the City is prepared to issue a certificate of occupancy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Amendment to Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated by reference.

2. Deferment. The Improvement Agreement is hereby amended to allow the City to defer the collection and allow Crown to defer payment of the Development Impact Fees in connection with each of the lots in the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until such time as Crown seeks and the City is prepared to issue a certificate of occupancy.

3. Conditions Precedent for Issuance of Certificates of Occupancy. All other terms and conditions precedent for issuance of a Certificate of Occupancy shall continue in full force.

4. Continued Binding Effect of Improvement Agreement. Except as amended herein, all other

terms and conditions in the Improvement Agreement shall remain in full force and effect.

5. Authority to Execute Amendment to Agreement. The Parties represent that they have the sole right and exclusive authority to execute this Amendment to Agreement. Each of the Parties further warrant, represent and agree that such Party has not heretofore assigned or transferred or purported to assign or transfer, to any person, firm, partnership, corporation or entity whatsoever, any action or actions, cause of causes of action, at law or in equity, or rights, claims, demands, costs, expenses (including, without limitation, attorney's fees) damages or losses in connection with their rights in connection with the Improvement Agreement.

6. Binding Successors. This Amendment to Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present, and future. Without limiting the generality of the foregoing sentence, it is agreed that the benefits and burdens of this Amendment to Agreement shall be binding upon, and benefit the present and future owners of each and every lot or parcel described in the Improvement Agreement and related Final Map. This Amendment to Agreement shall be recorded in the Madera County Recorder's Office.

7. Legal Representation. The Parties represent and acknowledge that each of them has been represented by legal counsel, and/or had the opportunity to be represented, with respect to this Amendment to Agreement and all matters covered by or related to this Amendment to Agreement, and each Party shall bear its own attorney fees for such.

8. Modification. This Amendment to Agreement contains the entire agreement between the Parties on the subject matter hereof and may not be altered, amended or modified in any respect, except in a writing duly executed by the Party to be charged.

9. Effectuation. The Parties agree to execute any and all documents, including but not limited to disclaimers, building permits, certificates of occupancy, and to do all other things as may be reasonably necessary to comply with and carry out the terms of this Amendment to Agreement.

10. Governing Law. This Amendment to Agreement shall be interpreted and governed by the laws of the State of California.

11. Waiver. Should any term, clause or provision be found to be waived, unenforceable or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

12. Attorney's Fees. In the event suit is brought to enforce or interpret any Party of this Amendment to Agreement, the prevailing Party shall be entitled to recover as an element of his costs of suit reasonable attorney's fees. The "prevailing party" shall be the Party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment to Agreement.

CITY OF MADERA

_____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVED:

_____
Keith Helmuth, City Engineer

SUBDIVIDER/OWNER:

Joseph Crown Construction and Development Inc., a California Corporation

_____
Joseph Crown, Director

AMENDMENT TO IMPROVEMENT AGREEMENT FOR LA SPEZIA III SUBDIVISION (FINAL MAP NO. 19-S-02) BETWEEN THE CITY OF MADERA AND JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC., A CALIFORNIA CORPORATION DEFERRING DEVELOPMENT IMPACT FEES

This Amendment to Improvement Agreement to Defer Impact Fees ("Amendment to Agreement") is made as of November 20, 2019, by and between the City of Madera, a California general law city, (City), and "Joseph Crown Construction and Development Inc., a California Corporation, ("Crown"). City and Crown are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

WHEREAS, on October 28, 2019, Subdivider, Joseph Crown Construction and Development Inc., a California Corporation, ("Crown") formally requested a deferral of development impact fees for the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until issuance of individual Certificate of Occupancies for each house as they are completed; and

WHEREAS, on October 16, 2019 the City and Crown entered into an Improvement Agreement for La Spezia III Subdivision (Final Map No. 19-S-02) ("Improvement Agreement") recorded on October 28, 2019, which requires Crown to pay development impact fees at the time of building permit issuance; and

WHEREAS, Crown and City wish to enter into this Amendment to Agreement authorizing deferment of the payment of the Impact Fees on each lot until such time as Crown seeks and the City is prepared to issue a certificate of occupancy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Amendment to Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

13. Recitals. The recitals set forth above are true and correct and are incorporated by reference.

14. Deferment. The Improvement Agreement is hereby amended to allow the City to defer the collection and allow Crown to defer payment of the Development Impact Fees in connection with each of the lots in the La Spezia II Subdivision (Tract No. 19-S-01) and the La Spezia III Subdivision (Tract No. 19-S-02) until such time as Crown seeks and the City is prepared to issue a certificate of occupancy.

15. Conditions Precedent for Issuance of Certificates of Occupancy. All other terms and conditions precedent for issuance of a Certificate of Occupancy shall continue in full force.

16. Continued Binding Effect of Improvement Agreement. Except as amended herein, all other

terms and conditions in the Improvement Agreement shall remain in full force and effect.

17. Authority to Execute Amendment to Agreement. The Parties represent that they have the sole right and exclusive authority to execute this Amendment to Agreement. Each of the Parties further warrant, represent and agree that such Party has not heretofore assigned or transferred or purported to assign or transfer, to any person, firm, partnership, corporation or entity whatsoever, any action or actions, cause of causes of action, at law or in equity, or rights, claims, demands, costs, expenses (including, without limitation, attorney's fees) damages or losses in connection with their rights in connection with the Improvement Agreement.

18. Binding Successors. This Amendment to Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present, and future. Without limiting the generality of the foregoing sentence, it is agreed that the benefits and burdens of this Amendment to Agreement shall be binding upon, and benefit the present and future owners of each and every lot or parcel described in the Improvement Agreement and related Final Map. This Amendment to Agreement shall be recorded in the Madera County Recorder's Office.

19. Legal Representation. The Parties represent and acknowledge that each of them has been represented by legal counsel, and/or had the opportunity to be represented, with respect to this Amendment to Agreement and all matters covered by or related to this Amendment to Agreement, and each Party shall bear its own attorney fees for such.

20. Modification. This Amendment to Agreement contains the entire agreement between the Parties on the subject matter hereof and may not be altered, amended or modified in any respect, except in a writing duly executed by the Party to be charged.

21. Effectuation. The Parties agree to execute any and all documents, including but not limited to disclaimers, building permits, certificates of occupancy, and to do all other things as may be reasonably necessary to comply with and carry out the terms of this Amendment to Agreement.

22. Governing Law. This Amendment to Agreement shall be interpreted and governed by the laws of the State of California.

23. Waiver. Should any term, clause or provision be found to be waived, unenforceable or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.

24. Attorney's Fees. In the event suit is brought to enforce or interpret any Party of this Amendment to Agreement, the prevailing Party shall be entitled to recover as an element of his costs of suit reasonable attorney's fees. The "prevailing party" shall be the Party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Amendment to Agreement.

CITY OF MADERA

_____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney

ATTEST:

_____
Alicia Gonzales, City Clerk

APPROVED:

_____
Keith Helmuth, City Engineer

SUBDIVIDER/OWNER:

Joseph Crown Construction and Development Inc., a California Corporation

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Joseph Crown, Director

REPORT TO CITY COUNCIL

Approved by:

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Keith Helmuth, P.E., Department Director

_____
Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: D-4

SUBJECT:

Consideration of a Resolution of the City of Madera Approving Request for Deferral of Development Impact Fees Until Certificate of Occupancy for the Bellava and Berk Subdivision (Tract No. 18-S-01) (Report by Keith Helmuth)

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the following Resolution:

Resolution No. 19-_____ Approving the Request for Deferral of Development Impact Fees until Certificate of Occupancy for the Bellava and Berk Homes Subdivision (Tract No. 18-S-01).

SUMMARY:

Subsequent to a similar request to defer development impact fees, a second Subdivider, Bellava Construction, LLC, a California Limited Liability Company, did on November 6, 2019 formally request a deferral of development impact fees for the Bellava and Berk Homes Subdivision (Tract No. 18-S-01).

DISCUSSION:

The Conditions of Approval for the Bellava and Berk Homes Subdivision (Tract No. 18-S-01), approved by the Planning Commission on June 13, 2017, require the Subdivider to pay development impact fees at the time of building permit issuance. This is consistent with past practice for developments of all types.

This request is rooted in the Subdivider's desire to secure not less than seven building permits, but as many as fourteen should a deferral of impact fees be granted, before the end of the calendar year to avoid what is believed to be a meaningful cost increase to the overall project as a result of changes to the California Building Standards Code that become effective January 1, 2020. Approval of the Subdivider's request to defer development impact fees would, as described, result in substantial savings from what would be incurred due to costly code changes. If Council approves the deferral of development impact fees until issuance of Certificate of Occupancy, staff recommends that the Subdivider pay the current impact fees in effect at the time of payment.

The Madera Municipal Code does not require development impact fees be paid at a specific time. However, conditions of approval do require payment prior to Building Permit. As such, formal Council approval is required.

FINANCIAL IMPACT:

None as the development impact fees are not being waived, only deferred until a later date. The Subdivider will pay the development impact fees in effect at the time of issuance of Certificate of Occupancy.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Development impact fees are not specifically addressed in the vision or action plans.

ALTERNATIVES:

If Council does not approve the deferral of development impact fees until the issuance of Certificate of Occupancy, the Subdivider will be required to pay development impact fees at the time of building permit issuance. The Subdivider may also choose to secure less permits.

ATTACHMENTS:

1. Resolution – Approving Request for Deferral of Development Impact Fees

Attachment 1

Resolution

RESOLUTION NO. 19-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REQUEST FOR DEFERRAL OF DEVELOPMENT IMPACT FEES FOR THE BELLAVA AND BERK HOMES SUBDIVISION (TRACT NO. 18-S-01)

WHEREAS, on November 6, 2019, Subdivider, Bellava Construction, LLC, a California Limited Liability Company, ("Bellava") formally requested a deferral of development impact fees for the Bellava and Berk Homes Subdivision (Tract No. 18-S-01); and

WHEREAS, the Conditions of Approval for the Bellava and Berk Homes Subdivision (Tract No. 18-S-01) approved by the Planning Commission on June 13, 2017 require the Subdivider to pay development impact fees at the time of building permit issuance; and

WHEREAS, the proposed Agreement allows Bellava to defer the payment of the Development Impact Fees until such time as Bellava requests a certificate of occupancy for each home constructed on the above-referenced subdivision; and

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Madera as follows:

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The Council hereby grants the request to defer payment of the Development Impact Fees until such time as Bellava requests a certificate of occupancy for each home constructed on the above-referenced subdivisions.

* * *

REPORT TO CITY COUNCIL
Late Distribution Notice

Approved by:

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: F-1

SUBJECT:

Options Relating to Tenant Evictions: The report for the subject item will be a late distribution.

Should you have any questions, please do not hesitate to reach out.

REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: November 20, 2019

Agenda Number: Written Communications-1

SUBJECT:

Consideration of a resolution approving written request by the Madera Evening Lions, seeking City Council approval to cover the cost of Police efforts in the amount of $1,378.00 in association with the Candlelight Christmas Parade of Lights on December 5th, 2019, as well as $101 in permit fees.

RECOMMENDATION:

Staff recommends the City Council (Council) adopt the attached resolution waiving the fees to cover the cost of Police relating to the Madera Evening Lions Candlelight Christmas Parade of Lights in the amount of $1,378.60. Staff also recommends that the Council waive the $101 permit fee.

SUMMARY:

Madera Evening Lions will be holding the Candlelight Christmas Parade of Lights on December 5th, 2019 from 6:00 pm to 7:00 pm. Historically, the Council has recognized this function as a community event and has covered the costs associated with Police presence and traffic control.

DISCUSSION:

Karla Gran, President of the Madera Evening Lions, has requested the Council waive fees for a special event permit and is asking the council to cover the cost for Police services associated with the event. Costs include traffic and crowd control. The Police Department is prepared to provide these services at the direction of Council.

Madera Evening Lions will be required to obtain the appropriate encroachment permits for the use of City streets as part of the parade route.

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

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control is estimated to be $1,378.60 to pay for overtime for five officers. The Madera Evening Lions have also asked for a waiver of the $101 permit fee. The total amount that the Madera Evening Lions are petitioning Council for relief is $1,479.60

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 317: "Develop and encourage festival, gatherings, and events…"
Strategy 313: "Provide year-round programs fostering community pride…"

ALTERNATIVES:

Council can choose not to waive the fees and Madera Evening Lions would incur all costs associated with their Candlelight Christmas Parade of Lights. The expenses are anticipated to total $1,479.60.

ATTACHMENTS:

1. Resolution
2. Request letter received from Madera Evening Lions.

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA WAIVING THE FEES TO COVER COSTS OF POLICE SERVICES RELATING TO THE CANDLELIGHT CHRISTMAS PARADE OF LIGHTS FOR THE MADERA EVENING LIONS IN THE AMOUNT OF $1,378.60, AND PERMIT FEES IN THE AMOUNT OF $101

WHEREAS, on October 28, 2019, the City received a request from the Madera Evening Lions requesting the waiver of City costs related to the Candlelight Christmas Parade of Lights; and

WHEREAS, the Madera Evening Lions has planned and organized this community event annually and has provided citizens of Madera and neighboring areas a place to celebrate; and

WHEREAS, on November 20th, 2019, the City Council of the City of Madera considered a request by Madera Evening Lions to waive the fees to cover costs relating to the Candlelight Christmas Parade of Lights; and

WHEREAS, the City fees for Police are $1,378.60, and permit fees are $101; and

WHEREAS, the City Council finds it is in the best interest of the City to approve the waiver of fees; and

WHEREAS, this request provides a public benefit to the community.

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

1. The foregoing recitals are true and correct and incorporated herein by reference.

2. The Council finds that the waiver of fees as set forth in this resolution serves a public purpose and is in the best interest and welfare of the City and its residents.

3. The City Council does hereby waive the City fees requested by Madera Evening Lions in the amount of $1,479.60 associated with the Candlelight Christmas Parade of Lights

4. This resolution is effective immediately upon adoption.

* * * * * * * *

Madera City Clerk
RECEIVED
By:
Date: 10/28/19

Madera Evening Lions
1625 Howard Rd., #210
Madera, CA., 93637

October 28, 2019

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

City Clerk

On behalf of the Madera Downtown Association, the Madera Evening Lions is requesting to go before the City Council on the November 20th agenda for the purpose of requesting a waiver of fees for services provided by the Madera Police Department at the Candlelight Christmas Parade of Lights. I would also like to request that this waiver, if granted, cover a three-year period of time.

Respectfully submitted

Karla Gran

Karla Gran, President
Madera Lions Club
[redacted]