

Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency and Regular Meeting of Madera Public Financing Authority Board

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, December 4, 2019
6:00 p.m.**

**Council Chambers
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: Xavier Sanchez, Iglesia Cristiana Betesda

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:

PRESENTATIONS:

- 1) Homeless Discussion - April Molina, LOVE Madera

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 – 9/4/19
- B-2 Informational Report on Register Audited Demands (Report by Don Thiesen)
- B-3 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-4 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)
- B-5 Consideration of a Resolution Amending the City of Madera Classification Plan by Replacing the Administrative Analyst Classification with Administrative Analyst I, Adding Administrative Analyst II, and Removing the Business Manager Classification from the Plan; and Setting the Salary for the Administrative Analyst I and Administrative Analyst II Classifications (Report by Wendy Silva)
- B-6 Consideration of Adopting a Resolution Approving a Professional Services Agreement with MV Cheng & Associates for Interim Financial Services Manager Consulting Services and Authorizing the Mayor to Execute the Agreement (Report by Wendy Silva)
- B-7 Consideration of a Resolution Approving Execution of an Agreement for the Annual Maintenance of the City's Backup Electrical Generators (Report by Jim Howell)
- B-8 Consideration of a Resolution Rescinding Resolution No. 19-100 And Approving the Amended Application for Transportation Development Act (TDA), Local Transportation Funds (LTF) Funds for Fiscal Year (FY) 2019/20 with LTF FY 2018/19 Carryover Balances and Authorizing the City Engineer to Execute and Submit the Application to the Madera County Transportation Commission (MCTC) (Report by Keith Helmuth)

- B-9 Actions Relating to Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01)
- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01) 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 Bellava and Berk Subdivision (Tract No. 18-S-01) into Zone of Benefit 20A; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 20A 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-10 Consideration of a Resolution Approving the Award for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, in the Amount of \$244,857.00 to Witbro, Inc. DBA Seal Rite Paving and Grading, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-11 Consideration of a Resolution Approving an Agreement for Special Counsel Legal Services with Colantuono Highsmith Whatley, PC (Report by Arnolando Rodriguez)
- B-12 Consideration of a Resolution to Request Approval of the List of Authorized Signers for the City's Bank Accounts and Directing that no less than Two Authorized Signers Shall Approve Payments from the City's Accounts (Report by Don Thiesen)
- B-13 Consideration of a Resolution Authorizing the City Manager, and Three Alternates Nominated by the City Manager, to Contract with Union Bank, N.A. and to Conduct Banking Transactions on behalf of the City of Madera (Report by Don Thiesen)

C. PUBLIC HEARINGS

- C-1 Conduct Public Hearing and Consider Waiving Full Reading and Introducing "An Ordinance of the City of Madera Rezoning One Parcel Encompassing Approximately 0.29 Acre Located Approximately 450 feet north of the Northwest Corner of the Intersection of Sherwood Way and Owens Street from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District and Approval of a Negative Declaration" (Report by Jesus Orozco)

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

- D-1 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

- D-2 Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association Representing the General Bargaining Unit and Authorizing the City Manager to Sign the Memorandum (Report by Wendy Silva)

E. ADMINISTRATIVE REPORTS

- E-1 Seek City Council Direction Regarding Term and Amortization to Secure Funding for Energy Improvements (e.g. ENGIE Project) (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

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

G. CLOSED SESSION

- G-1 Liability Claims pursuant to Government Code §54956.95

Agency Claimed Against: City of Madera

Claimants:

1. Francisco Madero
2. Juan Jaime Rubio Salas

- G-2 Public Employee Performance Evaluation – Pursuant to Government Code §54957
Title: City Manager

- G-3 Conference with Labor Negotiators pursuant to Government Code §54957.6 Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, Che Johnson

ADJOURNMENT – Next regular meeting on December 18, 2019

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

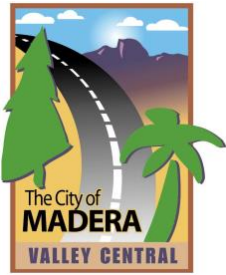
two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.

- Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, 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 December 4, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 2:00 p.m. on November 27, 2019.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	09/04/19
Adopted:	12/04/19

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

**September 4, 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 Attorney Hilda Montoy Cantu, City Clerk Alicia Gonzales, Deputy City Clerk Claudia Mendoza, Chief of Police Dino Lawson, Assistant Fire Chief Matt Watson, Interim Finance Director Susan O'Haro, City Engineer Keith Helmuth, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Acting Planning Manager Chris Boyle, Grant Administrator Ivette Iraheta, Police Lieutenant Dan Foss, Human Resources Director Wendy Silva, and Procurement Services Manager Becky McCurdy.

INVOCATION: Pastor John Pursell, Believer's Church

PLEDGE OF ALLEGIANCE: Mayor Medellin

APPROVAL OF AGENDA

Mayor Medellin called for any amendments to the agenda or items to be pulled.

No revisions were made by council or staff.

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

PUBLIC COMMENT

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

Elizabeth Wisener with Community Action Partnership of Madera County (CAPMC) introduced new employees Angela Andiola and Lori Gonzales. They will be providing homeless outreach services. She also discussed homeless issues within Madera County.

April Molina discussed Madera South High School (MSHS) lockdown and thanked Madera Police Department for posting information online and keeping everyone informed.

No other comments given.

PRESENTATIONS: None.

INTRODUCTIONS: Alicia Gonzales, City Clerk

Mayor Medellin introduced Alicia Gonzales as the new City Clerk and Deputy City Clerk Claudia Mendoza administered the Oath of Office.

City Clerk Alicia Gonzales stated it is a privilege and an honor to work with this team. Thanked everyone for the support and looks forward to serving this community.

A. WORKSHOP

A-1 Madera County Economic Development Commission (EDC) Quarterly Update (Report by Bobby Kahn)

Bobby Kahn with Madera County Economic Development Commission provided Council with a quarterly update report.

B. CONSENT CALENDAR

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

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL

MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – July 31, 2019 and August 7, 2019

B-2 Informational Report on Register of Audited Demands (Report by Susan O’Haro)

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

B-4 Consideration of a Resolution Accepting a Grant Award for \$110,000 from the State of California Office of Traffic Safety and Amending the FY 2019/20 Budget (Report by Dino Lawson)

RES. NO. 19-141 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ACCEPT THE GRANT AWARD FROM THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY IN THE AMOUNT OF \$110,000

B-5 Consideration of a Resolution of the City Council of the City of Madera, Approving a Triennial Disadvantaged Business Enterprise (DBE) Goal of 10 percent for Federal Transit Administration (FTA) Funded Projects (Report by Keith Helmuth)

RES. NO. 19-142 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING A TRIENNIAL DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL OF 10 PERCENT FOR FEDERAL TRANSIT ADMINISTRATION (FTA) FUNDED PROJECTS

B-6 Consideration of a Resolution Accepting a Street Easement Deed, Offered by Joseph Crown Construction and Development, Inc., at the North West Corner of Sunrise Avenue and Tozer Street, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 19-143 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING STREET EASEMENT DEED, OFFERED BY JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., AT THE NORTH WEST CORNER OF SUNRISE AVENUE AND TOZER STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-7 Consideration of a Resolution Approving an Agreement with the California Department of Transportation (Caltrans) for the Positive Location of Underground Utilities Along State Route 145 from Pecan Avenue to 6th Street and Authorizing the City Engineer to Approve and Execute Future Positive Location of Underground Utilities Agreements (Report by Keith Helmuth)

RES. NO. 19-144 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR THE POSITIVE LOCATION OF UNDERGROUND UTILITIES ALONG STATE ROUTE 145 FROM PECAN AVENUE TO 6TH STREET AND AUTHORIZING THE CITY ENGINEER TO APPROVE AND EXECUTE THIS AND FUTURE POSITIVE LOCATION OF UNDERGROUND UTILITIES AGREEMENTS

- B-8 Consideration of a Resolution Approving Funding Amendment Appropriating \$176,334 to the City of Madera Fiscal Year 2019/20 Capital Projects Budget for the Construction of Sunset Ave Sidewalk and Safety Improvements Pine Street to Double Tree Way, Federal Project No. HSIPL – 5157 (111), City Project No. R-66 (RE-BID) (Report by Keith Helmuth)

RES. NO. 19-145 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENT APPROPRIATING \$176,334 TO THE CITY OF MADERA FY 2019/20 CAPITAL PROJECTS BUDGET FOR THE CONSTRUCTION OF SUNSET AVENUE SIDEWALK AND SAFETY IMPROVEMENTS PINE STREET TO DOUBLE WAY, FEDERAL PROJECT NO. HSIPL – 5157 (111), CITY PROJECT NO. R-66 (RE-BID)

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

- C-1 Public Hearing and Update on the Status of the Groundwater Sustainability Plan (GSP) (Report by Keith Helmuth)

City Engineer Keith Helmuth and consultant Greg Young with Tully and Young, Inc. presented report.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, WAS APPROVED THE STATUS UPDATE AS PRESENTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

- C-2 Consideration of Initiation of Annexation into CFD No. 2005-01: (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

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

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2(1), RES NO. 19-146, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-146 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

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

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2(2), RES NO. 19-147, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-147 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (TRACT 19-S-01, TRACT 19-S-02, & TRACT 19-S-03) 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.6.

C-3 Consideration of a Resolution Approving Award of Agreement for Financial Audit Services to the Pun Group. The Agreement is for three years, with two potential one-year extensions, and ranges between \$72,000 to \$76,385 per year (Report by Susan O'Haro)

Interim Finance Director Susan O'Haro and Procurement Services Manager Becky McCurdy presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES NO. 19-148, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-148 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR AUDIT SERVICES TO THE PUN GROUP

C-4 Consideration of Resolution approving reallocation of 2019/2020 Community Development Block Grant (CDBG) funds and;

Grant Administrator Ivette Iraheta presented report.

An audience member (no name or address provided) asked why the Housing Authority declined the funding. Ms. Iraheta responded that the information that staff received was the Housing Authority stated that the proposed allocation was not enough to carry out the full program.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES NO. 19-149, WAS ADOPTED BY A VOTE OF 5/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCIL MEMBERS MONTES AND HOLLEY.

RES. NO. 19-149 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING REALLOCATION OF 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS

Consideration of a Resolution approving a 2019/2020 CDBG Agreement for Services with the Community Action Partnership of Madera County (CAPMC) in the amount of \$18,000 (Report by Ivette Iraheta)

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-4, RES NO. 19-150, WAS ADOPTED BY A VOTE OF 5/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: NONE. ABSTAIN: COUNCIL MEMBERS MONTES AND HOLLEY.

RES. NO. 19-150 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A 2019/2020 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES (\$18,000) WITH THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY

C-5 Consideration of a Minute Order Approving the City of Madera Response to Madera County Grand Jury Final Report 1819-04: "The City of Madera Veiled Transparency" (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented report.

April Molina from the audience discussed the following items:

- Item 4: She is not intimidated but part of the problem may be because this is live streamed people may not want to give their address.
- Items 3A, 3B and 5: She has been coming to the council meetings for less than two years. She has a high school education, but she can understand the agenda and read the reports because she is coming to the meetings or watching the live stream at home. At what point is it required that the general public educate themselves, you can only take them so far.

Discussion followed.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-5, MINUTE ORDER APPROVING RESPONSE WITH AMENDMENTS TO MADERA COUNTY GRAND JURY FINAL REPORT 1819-04 WAS APPROVED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

C-6 Consideration of a Resolution approving a contract for \$4,000 per month with the CrisCom Company for Grant Research and Writing Services, as well as Governmental Affairs Consulting Services in connection with the City of Madera Police Department. This would not exceed \$40,000 for the first year (10 months) and \$48,000 for each additional year until end of contract. (Report by Dino Lawson)

Police Chief Dino Lawson, Lieutenant Dan Foss, and consultant Chuck Jelloian with CrisCom Company presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-6, RES NO. 19-151, WAS ADOPTED BY A VOTE OF 7/0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 19-151 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A CONTRACT FOR \$4,000 PER MONTH FOR A CONSULTING SERVICES AGREEMENT WITH THE CRISCOM COMPANY FOR GRANT RESEARCH AND WRITING AS WELL AS GOVERNMENT AFFAIRS CONSULTING

D. WRITTEN COMMUNICATIONS: None.

E. **ADMINISTRATIVE REPORTS:** None.

F. **COUNCIL REPORTS**

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

F-1 Consider Prioritization of Pending Council Workshops and Direction to Staff - Mayor Medellin

Mayor Medellin thanked City Manager Arnoldo Rodriguez for providing list of proposed workshops and requested to prioritize workshops that decisions are needed. For example, Development Impact Fees (DIF), City facilities, and Madera Municipal Golf Course are items that decisions must be made. He believes the focus should be on revenue generating items and there is nothing more important on this list than DIF. He would like to have a discussion and collectively give direction to City Manager on what we agree is the most important. Not to say everything else on the list is off the table but there are items that are important to bring to council, but it is not our top priority at this time.

Discussion followed.

Council reached consensus and provided direction to City Manager Arnoldo Rodriguez to prioritize workshops to discuss Madera Municipal Golf Course and Development Impact Fees.

Council Member Gallegos reminded everyone that the Madera Fair is this weekend.

Council Member Garcia thanked Code Enforcement for addressing items he brought to their attention. He appreciates that these were taken care of within 24 hours.

Council Member Holley reported that he visited Chicago and requested continued prayers for his family.

Council Member Rodriguez reported that he attended a Saint Montelena Neighborhood Watch meeting.

Mayor Pro-Tem Montes thanked Public Works, Code Enforcement and Finance Department for responding to his inquiries.

Mayor Medellin stated that he serves on the EDC Board and Mr. Kahn provided overview of activities. He serves on Local Agency Formation Commission (LAFCO) and as Mr. Boyle reported the next steps for annexation will go through LAFCO. He also serves with Council Member Rodriguez on the Transportation Commission. He will be going with Valley Voice to Washington D.C. to lobby for additional transportation funding, water, and buy America waivers.

Mayor Medellin also reported he met with the morning and evening Parent Project classes. This program is supported by Madera Police Department, Madera Unified, Madera County, CAPMC, and Madera Ministerial Association. It is a 10-week course and he recommends staff go by and take a look. The parents are great citizens of Madera and are reaching out for assistance. He appreciates all partners helping the Parent Project get off the ground.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 10:01 p.m.

G-2 Conference with Legal Counsel - Existing Litigation pursuant to Government Code §54956.9(d)(1):
2 cases: Marvin Fortner WCAB No. ADJ 8269630 & ADJ 8269726

G-3 Closed Session Report – City Attorney

Council returned from closed session at 10:18 p.m. with all members present.

City Attorney Hilda Montoy Cantu stated that there was no reportable action taken.

ADJOURNMENT – The meeting was adjourned at 10:18 p.m. Next regular meeting September 18, 2019

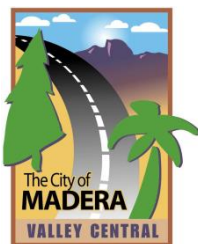
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
Claudia Mendoza, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Don Hieser

Department Director

Arulds Rodriguez

City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for November 9, 2019 to November 22, 2019.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of November 9, 2019 to November 22, 2019 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	24109 - 24226	\$1,369,696.90

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$617,454.17
<i>SDI</i>	EDD	\$2,393.99
<i>CalPERS Payment</i>	CalPERS	\$239,994.67

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

December 4, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24109	11/12/2019	GRANTS	CALHOME PROG	WT CAPITAL LENDER SERVICES	MOBILEHOME STORE/REMOVAL CHARGES	7,056.12
24110	11/18/2019	ENGINEERING	LTF - STREETS	ALERT-O-LITE	TRAFFIC SAFETY EQUIPMENT	841.88
24111	11/18/2019	ADMIN	CENTRAL ADMIN	AMERICAN BUSINESS MACHINES	PLOTTER COPIER SERVICE	474.44
24112	11/18/2019	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	EE'S DECEMBER DENTAL INSURANCE	14,605.76
24113	11/18/2019	FINANCE	VARIOUS	AT&T	10/19 CALNET 3 SERVICE	12,329.30
24114	11/18/2019	FINANCE	PD ADMIN	BANK OF NEW YORK MELLON	SERIES A TAX EXEMPT BASE RENTAL PMT	1,500.00
24115	11/18/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA - MEDICARE	CITY PAID RETIREE RX BILL	117.80
24116	11/18/2019	ENGINEERING	LTF - STREETS	BSK ASSOCIATES	INSPECTION/TESTING SVC GS BLVD	2,938.00
24117	11/18/2019	PD	PD ADMIN	CALIFORNIA NARCOTIC OFFICERS ASSOC.	CNOA TRAINING EXPO	645.00
24118	11/18/2019	FACILITIES	VARIOUS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	1,805.50
24119	11/18/2019	HR	HR/RISK MGT	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	160.00
24120	11/18/2019	FACILITIES	FACILITIES MTC	CA DEPARTMENT OF TRANSPORTATION	SIGNALS & LIGHTING BILLING	5,456.68
24121	11/18/2019	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	OFFICE SUPPLIES	482.63
24122	11/18/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULTIPLE REBATES APPLY TO UB ACCTS	784.55
24123	11/18/2019	SEWER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	520.00
24124	11/18/2019	WWTP	WWTP	ELECTRIC MOTOR SHOP, INC.	OX DITCH NO.1 ANOXIC SELECTOR	8,620.45
24125	11/18/2019	PD	PD ADMIN	HOOVER, CLAY	PER DIEM CNOA TRAINING EXPO	363.00
24126	11/18/2019	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D SPECIFIC PLAN EIR	12,356.25
24127	11/18/2019	AIRPORT	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2020 PROPERTY TAX	11,281.10
24128	11/18/2019	CITY CLERK	VARIOUS	MADERA TRIBUNE	AD FOR BIDS/RECRUITMENTS	988.20
24129	11/18/2019	ENGINEERING	LTF - STREETS	MARK THOMAS & COMPANY, INC.	ENG SERVICES FOR STATE ROUTE 145	14,898.25
24130	11/18/2019	WATER QC	WATER CONS	DHALIWAL, ROMINDER	TURF REPLACEMENT REBATE	900.00
24131	11/18/2019	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	10/19 SERVICE VARIOUS CITY PROPERTIES	34,352.20
24132	11/18/2019	PARKS	ZONE 43A	PARK ASSOCIATES INC	MULCH INSTALLATION	2,480.84
24133	11/18/2019	RECREATION	GENERAL TRUST	AYALA, PAM	PARK DEPOSIT REFUND	50.00
24134	11/18/2019	RECREATION	GENERAL TRUST	BRENNES, DELFINA	PARK DEPOSIT REFUND	50.00
24135	11/18/2019	RECREATION	GENERAL TRUST	CARDIEL, TONY	PARK DEPOSIT REFUND	50.00
24136	11/18/2019	RECREATION	GENERAL TRUST	CASTRO, AUDREY	PARK DEPOSIT REFUND	50.00
24137	11/18/2019	RECREATION	GENERAL TRUST	CASTRO, MARICIA	PARK DEPOSIT REFUND	50.00
24138	11/18/2019	RECREATION	GENERAL TRUST	CUNNINGHAM, MICHELLE	PARK DEPOSIT REFUND	50.00
24139	11/18/2019	RECREATION	GENERAL TRUST	FERIA, BENITO	FACILITY DEPOSIT REFUND	100.00
24140	11/18/2019	RECREATION	GENERAL TRUST	GONZALEZ, FRANCES	PARK DEPOSIT REFUND	50.00
24141	11/18/2019	RECREATION	GENERAL TRUST	RAMIREZ, VERONICA	FACILITY DEPOSIT REFUND	200.00
24142	11/18/2019	RECREATION	GENERAL TRUST	ROSARIO, NOEMI	FACILITY DEPOSIT REFUND	500.00
24143	11/18/2019	RECREATION	GENERAL TRUST	VILLA, JUAN	FACILITY DEPOSIT REFUND	500.00
24144	11/18/2019	RECREATION	GENERAL TRUST	YBARRA, EPI	PARK DEPOSIT REFUND	50.00

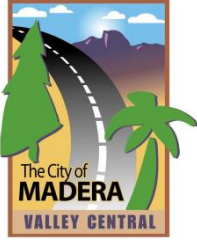
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24145	11/18/2019	ENGINEERING	WATER OPS	PENHALL COMPANY	GPR SCAN FOR UNDERGRND UTILITIES	1,975.00
24146	11/18/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	5,958.10
24147	11/18/2019	WWTP	WWTP	POLYDYNE INC.	DEWATERING POLYMER	6,373.76
24148	11/18/2019	PW	VARIOUS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	517.50
24149	11/18/2019	ENGINEERING	WATER CAP	PROVOST & PRITCHARD CONSULTING	WATER MAIN REPLACEMT PHASE PET	1,996.60
24150	11/18/2019	GRANTS	CDBG ADMIN	ROJAS, JORGE	PER DIEM INFILL INFRA GRANT WKSHP	99.00
24151	11/18/2019	PD	PD ADMIN	SANTOYO, ADRIAN	PER DIEM CNOA TRAINING EXPO	363.00
24152	11/18/2019	FLEET	VARIOUS	SJVAPCD	ANNUAL PERMIT FEE	614.00
24153	11/18/2019	WATER OPS	WATER OPS	SWRCB	GRADE 3 OPERATOR CERT - J TYLER	170.00
24154	11/18/2019	FINANCE	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY VEHICLES 10/21-10/31/19	17,101.21
24155	11/18/2019	PURCHASING	VARIOUS	US BANK CORPORATE PAYMENT SYSTEMS	10/19 CAL-CARD CHARGES - CITYWIDE	132,585.57
24156	11/18/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	OCTOBER LAWN SERVICE	310.00
24157	11/18/2019	FACILITIES	FACILITIES MTC	WESCO DIST. INC.	STREET LIGHT POLES	32,420.88
24158	11/21/2019	PARKS	VARIOUS	EVERGREEN LAWN CARE & MAINTENANCE	OCTOBER LANDSCAPE MAINTENANCE	22,080.00
24159	11/22/2019	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	STORM WATER SOFTWARE - QTR 4	2,050.00
24160	11/22/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXP ACCT	32,652.50
24161	11/22/2019	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS INC.	NOVEMBER ADMIN FEE	4,364.50
24162	11/22/2019	ENGINEERING	SEWER CAP	AKEL ENGINEERING GROUP, INC.	WATER/SEWER CONDITION ASSMT	5,885.95
24163	11/22/2019	PD	PD ADMIN	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
24164	11/22/2019	HR	BLDG/CLERK	ANTHEM BLUE CROSS	CITY PAID RETIREE DEC MEDICAL BILL	1,546.37
24165	11/22/2019	FINANCE	VARIOUS	AT&T	10/19 CALNET 3 SERVICE	2,217.97
24166	11/22/2019	FLEET	FLEET MTC	BARAJA'S BODY SHOP	UNIT #6008 ACCIDENT REPAIRS	5,517.72
24167	11/22/2019	PLANNING	BUILDING	PURL'S SHEET METAL	CANCELLED PERMIT	60.61
24168	11/22/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE DEC MED BILL	146.00
24169	11/22/2019	WATER QC	WATER QC	BSK ASSOCIATES	WATER SAMPLES	456.00
24170	11/22/2019	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,774.57
24171	11/22/2019	PD	PD ADMIN	CALIFORNIA DEPARTMENT OF JUSTICE	OCTOBER FINGERPRINTING APPS	256.00
24172	11/22/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULTIPLE REBATES APPLY TO UB ACCTS	548.53
24173	11/22/2019	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	1,087.79
24174	11/22/2019	HR	GRAFFITI	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	302.00
24175	11/22/2019	UB/WATER	UB/WATER	CORELOGIC INFORMATION SOLUTIONS	OCTOBER REALQUEST SERVICES	325.00
24176	11/22/2019	FLEET	MAX - CAP OUTLY	CREATIVE BUS SALES, INC.	NEW 32FT STARCRAFT ALLSTAR BUS	166,879.24
24177	11/22/2019	UB/WATER	UB/WATER	DIEBERTS CREATIVE COPY INC	UPDATED LOBBY SIGNS	419.20
24178	11/22/2019	UB/WATER	UB/GARBAGE	DATAPROSE, LLC	OCTOBER BILLING	9,776.46
24179	11/22/2019	PD	PD ADMIN	DEPARTMENT OF MOTOR VEHICLES	DUPLICATE TITLE FOR 3 VEHICLES	66.00
24180	11/22/2019	COMM & REC	COMM & REC	DIAMOND COMMUNICATIONS	DEC FIRE ALARM MONITORING	36.00
24181	11/22/2019	FIRE	FIRE	DOMINICI CARPET CLEANING SERVICE	CARPET STEAM CLEANING	275.00
24182	11/22/2019	COMM & REC	COMM & REC	ECOFRESH CARPET CLEANING	FLOOR STEAMING	525.00
24183	11/22/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	9,918.75

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24184	11/22/2019	PW	WATER OPS	FRESNO BEE, THE	RECRUITMENT AD	724.72
24185	11/22/2019	PD	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION- R. CAMP	1,979.50
24186	11/22/2019	PD	MEAS K - PD	FRESNO CITY COLLEGE	REGISTRATION-MULTIPLE OFFICERS	116.00
24187	11/22/2019	PD	PD ADMIN	FRESNO POLICE DEPARTMENT	CADET CAMP	200.00
24188	11/22/2019	PD	PD ADMIN	KER'S GAS & LUBE, INC.	SEPTEMBER PD CAR WASHES	463.50
24189	11/22/2019	ENGINEERING	PROP 1B PTMISEA	KRAZAN & ASSOCIATES, INC.	TESTING SERVICES FOR TRANS-01	1,027.00
24190	11/22/2019	RECREATION	AQUATICS	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	1,452.62
24191	11/22/2019	FINANCE	PAYROLL TRUST	M A C E A	NOVEMBER MONTHLY DUES	2,337.50
24192	11/22/2019	FINANCE	PAYROLL TRUST	M P O A	NOVEMBER MONTHLY DUES	7,685.44
24193	11/22/2019	FINANCE	PAYROLL TRUST	M.C.E.A.	NOVEMBER MONTHLY DUES	380.00
24194	11/22/2019	PD	SUPP LAW ENF	MADERA ANIMAL HOSPITAL	VETERINARY SERVICES	598.00
24195	11/22/2019	RECREATION	SR CITIZEN COMM	MADERA CO. ENVIRONMENTAL HEALTH	CUPA FEES	1,734.00
24196	11/22/2019	HR	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD	72.20
24197	11/22/2019	UB/WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS & ADMIN FEE	365,201.98
24198	11/22/2019	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	NOVEMBER MONTHLY DUES	600.00
24199	11/22/2019	ATTORNEY	ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	29,917.50
24200	11/22/2019	FINANCE	FINANCE	MUNISERVICES, LLC	LTC DISCOVERY - OCTOBER	431.17
24201	11/22/2019	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SERVICES- QTR ENDING 6/30/19	3,247.00
24202	11/22/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	2,943.90
24203	11/22/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,272.75
24204	11/22/2019	ENGINEERING	LTF - STREETS	ON POINT GRADING & PAVING, INC.	GS BLVD SHOULDER PAVING	126,137.26
24205	11/22/2019	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	10/19 SERVICE 0443905948-8	9.85
24206	11/22/2019	PW - STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCHING	9,593.80
24207	11/22/2019	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	6,373.76
24208	11/22/2019	ENGINEERING	MEAS T - RTP	QUAD-KNOPF ENGINEERING	ENG SVC RULE 20B UTILITY UNDERGRND	449.00
24209	11/22/2019	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE DEC PRES BILL	325.00
24210	11/22/2019	ENGINEERING	DRAINAGE CAP	ROLFE CONSTRUCTION CO.	KNOX STORM DRAIN REPAIR	49,702.00
24211	11/22/2019	ENGINEERING	MEAS K - FIRE	RRM DESIGN GROUP	ENG DESIGN SVCS FIRE STATION 58	14,164.78
24212	11/22/2019	PARKS	PARKS	SITE ONE LANDSCAPE SUPPLY LLC	SUPPLIES	615.45
24213	11/22/2019	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	616.07
24214	11/22/2019	PW	SEWER OPS	SWRCB	ANNUAL PERMIT FEE - 3 FACILITIES	57,862.00
24215	11/22/2019	FACILITIES	COMM & REC	SUNBELT RENTALS, INC	LIFT RENTAL	728.86
24216	11/22/2019	WWTP	WWTP	TERRAFORM POWER, LLC.	OCTOBER ELECTRIC UTILITIES	13,326.60
24217	11/22/2019	PD	SUPP LAW ENF	LEATHAM FAMILY, LLC	BADGES	968.25
24218	11/22/2019	PW	VARIOUS	TAMARACK PEST CONTROL	FAB TENTING	6,025.00
24219	11/22/2019	PURCHASING	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR CITY VEHICLES 11/1- 11/10/19	14,835.21
24220	11/22/2019	PD	PD ADMIN	TRANSUNION RISK & ALT DATA SOL.	DATABASE ACCESS OCTOBER	226.00
24221	11/22/2019	PD	PD ADMIN	TRILOGY MEDWASTE WEST LLC	REUSABLE TUB	139.00
24222	11/22/2019	UB/WATER	GENERAL FUND	CASTALLANOS LUIS	UTILITY BILLING CREDIT REFUND	149.90

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
24223	11/22/2019	STREETS	DRAINAGE	UNITED RENTALS, INC	MISCELLANEOUS EQUIPMENT RENTAL	1,132.19
24224	11/22/2019	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	19,606.64
24225	11/22/2019	FINANCE	VARIOUS	VERIZON WIRELESS	CITY CELL PHONE CHARGES	7,697.86
24226	11/22/2019	PD	PD ADMIN	HARRY D. WILSON INC.	CLUTCH REBUILD	2,037.91

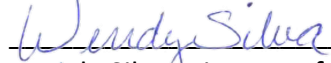
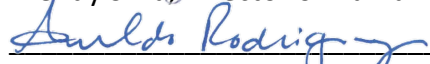
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 1,369,696.90



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources

Arnaldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met November 5, 2019 and approved Eligibility Lists for the following classifications:

- Program Manager – Grants
- Network Administrator
- Administrative Assistant
- Police Officer II
- Police Officer Trainee

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

Name	Position	Department	Status*	Effective Date
Jim Howell	Interim Public Works Operations Director	Public Works	PT	10/28/19
Patricia Franco	Program Leader I	Parks & Community Services Department	PT	10/28/19
Jasmin Quintero	Program Leader I	Parks & Community Services Department	PT	10/28/19

New Hires, continued...

Name	Position	Department	Status*	Effective Date
Ignacio Cardenas	Facility Aid	Parks & Community Services	PT	10/30/19
Darrell Unruh	Interim Planning Manager	Planning	PT	11/21/19

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

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

Name	Old Position	New Position	Effective Date
Maria Alvarez	Accounting Technician III (temporary out-of-class assignment)	Accounting Technician II	10/28/19
Ari Adams	Part Time Network Administrator	Network Administrator (Full Time, Police Department)	11/18/19

The following employees separated from employment since our last report.

Name	Position	Department	Status*	Effective Date
Les Jorgensen	Special Transportation Projects Manager – Licensed	Engineering	PT	10/11/19
Keng Lee	Wastewater Treatment Plant Lab Analyst/Environmental Compliance Inspector I	Public Works – Wastewater Treatment Plant	FT	10/17/19
Cristian Munoz	Public Works Maintenance Worker I	Public Works – Water Conservation	PT	10/21/19
Susan O'Haro	Financial Services Manager	Finance	FT	10/24/19
Chris Boyle	Planning Manager	Planning	FT	10/25/19
Jesus Bravo	Animal Control Officer	Police Department	FT	10/25/19
James Failla	Mechanic III	Fleet	FT	10/31/19
Isaac Arellano	Program Leader I	Parks & Community Services Department	PT	11/5/19
Ignacio Cardenas	Facility Aid	Parks & Community Services Department	PT	11/6/19
Mark Nunez	Wastewater Treatment Plant Operator III	Public Works – Wastewater Treatment Plant	FT	11/8/19

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

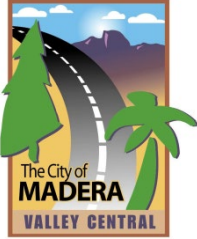
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-4

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)	\$375.00	\$486.00
Total		\$486.00

Firm: Madera County District Attorney's Office

Billing Period: No bills received to date for FY 2019-20

Firm: Montoy Law

Billing Period: October 2019

Matter	Charges	
	October 2019	Fiscal Year-to-Date
General Legal Review/Advice	\$1,386.50	\$4,170.50
City Clerk	\$493.50	\$587.50
Attendance at Council Meetings & Advice on Same	\$3,025.00	\$9,540.00
City Manager		\$7,922.50
Review and Advice on Agreements	\$4,676.50	\$17,313.00
Public Records Act Matters	\$70.50	\$10,269.50
Real Estate Transactions		\$456.00
Planning	\$1,081.00	\$3,228.00
Finance	\$446.50	\$1,850.50
Successor Agency		\$1,703.50
Public Works/Engineering	\$1,316.00	\$3,807.50
Grand Jury		\$1,021.00
Litigation	\$17,711.50	\$41,494.50
Bonds		\$0.00
Personnel/Payroll	\$141.00	\$213.00
Code Enforcement	\$47.00	\$479.00
Police Department - General		\$211.50
Pitchess Motion (Peace Officer Personnel Records)		\$0.00
Discounted Hours	-\$477.50	-\$2,443.50
Total	\$29,917.50	\$101,824.00

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:

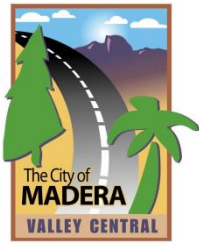
1. Exhibit 1: City Attorney's Department Revised Budget and Expenditures for FY 2019/20 as of 11/25/19

11/25/2019 08:04
wsilvaCity of Madera, CA - LIVE 2018.1
YEAR-TO-DATE BUDGET REPORTP
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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	542.81	.00	-42.81	108.6%
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	101,824.00	138,176.00	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	133,857.46	138,176.00	127,781.79	68.0%

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



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-5

SUBJECT:

Consideration of a Resolution Amending the City of Madera Classification Plan by Replacing the Administrative Analyst Classification with Administrative Analyst I, Adding Administrative Analyst II, and Removing the Business Manager Classification from the Plan; and Setting the Salary for the Administrative Analyst I and Administrative Analyst II Classifications

RECOMMENDATION:

It is recommended the City Council (Council) adopt the resolution replacing the Administrative Analyst classification with Administrative Analyst I, adding Administrative Analyst II, and removing the Business Manager classification from the plan; and setting the assigned salary ranges for Administrative Analyst I and Administrative Analyst II.

SUMMARY:

The City received an employee-initiated request to review the classification of Mary Church, Administrative Analyst at Public Works. The Human Resources (HR) Department reviewed the request and is recommending the creation of a classification series that will allow the City to recognize the value of longer tenured employees in the Administrative Analyst classification who are able to work on a broader scope of projects and take responsibility for a more complex workload than an entry-level analyst. At the same time, the City is recommending the removal of the classification of Business Manager from the classification plan. The new Administrative Analyst I will be equivalent in salary and duties to the existing Administrative Analyst. If approved, Administrative Analyst I's may be considered for promotion to Administrative Analyst II after at least two years of employment as an Analyst I and must demonstrate full knowledge of all department and City functions and takes full responsibility for a broad range of assigned departmental programs.

DISCUSSION:

The Administrative Analyst classification is represented by the City's Mid Management Employee Group (MM). The Memorandum of Understanding (MOU) between the City and MM includes a provision that allows employees who believe they are working outside their job description to submit a request to be reviewed for reclassification. The requests are reviewed and analyzed by

either the HR Analyst or Director. The review includes interviewing the employee, the employee's supervisor, and the Department Head for that department. These interviews are used to document the employee's assigned work tasks, the needs of the Department relative to the work performed by the position, whether there are other employees who do or could perform any duties being questioned, and what the overall needs of the City are relative to the duties being performed. The existing job description, along with any other relevant job descriptions, are also reviewed. HR then makes a finding on whether a reclassification should be approved. The findings may be that the employee is not working outside their current job description, the employee is working outside their current job description and needs to be reclassified, or the employee is performing duties more appropriately performed by another employee/classification. If an employee disagrees with HR's findings, they have the right to appeal to the City Manager. The City Manager's decision on reclassifications is final and not appealable, nor can it be grieved.

Ms. Church submitted a reclassification request for consideration to be reclassified to Business Manager. The Business Manager classification was created in 2007 to meet specific needs at that time. However, the classification was only used in the Parks & Community Services (PCS) Department. Upon review of the job description and assigned compensation, the HR Director and City Manager both agree that the classification no longer meets the needs of the City. The adopted Fiscal Year 2019/20 budget has already modified the position at the PCS Department from Business Manager to Administrative Analyst, and adoption of the proposed resolution will not affect the PCS Department's staffing level. It is an administrative action to remove the classification of Business Manager from the classification plan.

Through the reclassification analysis process, it was determined that it would be appropriate to recommend a classification series for the Administrative Analyst classification. The existing job description for Administrative Analyst is broad and can be best described as a position to be filled by a jack-of-all-trades type person. However, there is a distinct difference in the duties and responsibilities that can be taken on by an Analyst as their tenure with the City increases. Analysts are often called on to be the lead point of contact for departments in a Director's absence and must be able to speak to the full scope of services provided by their department. The existing job classification and assigned salary range do not properly reflect these additional duties that longer-tenured Analysts take on. In order to keep and retain quality employees, staff is recommending that the Administrative Analyst classification become an Administrative Analyst I classification with the same assigned salary range, and that an Administrative Analyst II classification be created.

The City utilizes the Administrative Analyst classification in multiple departments. Currently, budgeted Administrative Analyst positions exist in the City Manager's Office, Public Works, PCS, HR, Finance, and Engineering. Staff reviewed the existing assigned responsibilities for Analysts in the City and looked at how the classification is used organization wide. Staff also reviewed Analyst job descriptions for class series in other jurisdictions to review both the types of duties assigned to various Analyst series levels and the rate of compensation. Based on the information gathered, a job description for Administrative Analyst I/II was drafted. A red line, strike-out version of the

modifications to the job description are attached as Exhibit A. A clean copy of the job description is attached as Exhibit B.

It is recommended that the Administrative Analyst I classification be assigned to the salary range for the existing Administrative Analyst classification and that the Administrative Analyst II be placed 15% above the Administrative Analyst I. The proposed assigned salary ranges are shown below in Table 1. Individuals in the Administrative Analyst I classification may be recommended to be promoted to Administrative Analyst II by the Department Head upon demonstration of a thorough knowledge of all department programs and City services and the ability to perform at the required level of an Administrative Analyst II. The recommendation must be approved by the City Manager. At this time, there are no additional immediate promotions expected from the creation of Administrative Analyst II. The City's existing Analysts in other departments are either new to the position or new to their assigned department.

Table 1: Proposed Range Assignments and Classification Plan Changes

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Administrative Analyst I	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Administrative Analyst II	386	\$2,252.37	\$2,364.99	\$2,483.00	\$2,607.37	\$2,737.61	\$2,874.22
~~Business Manager~~	~~427~~	~~\$2,763.07~~	~~\$2,901.15~~	~~\$3,046.58~~	~~\$3,198.86~~	~~\$3,358.48~~	~~\$3,526.43~~

It is recommended that the Administrative Analyst I and Administrative Analyst II be assigned to the MM Employee Group. With authority from the City Council, the HR Director presented the proposed job descriptions and proposed assigned salary ranges to MM, as wages are a mandatory subject of bargaining under the Myers-Milias-Brown Act. Staff proposed the draft job description and salary range assignments in June of this year and has been in negotiations since that time with MM representatives. The MM group has now approved the proposed job description and salary ranges. The MM group would prefer that the Business Manager classification remain, however the City's offer of creating an Administrative Analyst II classification was contingent on the Business Manager classification being removed from the City's classification plan.

FINANCIAL IMPACT:

When an individual is reclassified, and that reclassification results in a promotion to a position with a higher pay rate, the individual is placed on the first step of the new range that represents a minimum 5% increase in base salary. This is consistent with the Personnel Rules & Regulations regarding salary placement upon promotion. In this case, the reclassification at hand will be affecting one employee. The change in pay rate will represent an increase of approximately \$4,070 for the remainder of the fiscal year, including employer paid benefits based on salary, such as retirement costs. Due to a split shared assignment across departments that resulted in a split in payroll allocations between the employee's normal home department and a vacant

position in another department, adequate funds exist in the adopted Fiscal Year 2019-20 budget and the reclassification will not require a budget amendment. The temporary split assignment will end December 6, 2019 and the changes contemplated herein are proposed to take effect December 7, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Job descriptions for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council could direct staff to revisit the proposed assigned job responsibilities for Administrative Analyst I and II.

ATTACHMENTS:

1. Exhibit A: Red line, strike out job description for Administrative Analyst I/II
2. Exhibit B: Clean Copy job description for Administrative Analyst I/II
3. Resolution amending the City of Madera Classification Plan and setting the assigned salary ranges for Administrative Analyst I/II
 - Exhibit 1: City of Madera Salary Schedule for all positions

CITY OF MADERA

ADMINISTRATIVE ANALYST I/II

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, performs professional administrative, analytical and technical duties in providing staff assistance to the City ~~Administrator's~~ Manager's Office or a City department; develops, implements and administers ~~assigned program responsibilities~~ City programs; conducts specific and comprehensive research, analysis and preparation of ~~budgets and reports~~ a wide range of municipal policies involving organization, procedures, finance, and services; manages various projects; assists in office management functions; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Analyst I** is a professional level class in which the incumbent is expected to independently perform ~~the full scope of~~ comprehensive administrative analysis, ~~and~~ conducts research on new and current program activities as assigned, and make recommendations on programmatic and policy changes. ~~The Administrative Analyst II is an advanced professional level class in which the incumbent demonstrates full knowledge of all department and City functions, and takes full responsibility for a broad range of assigned departmental programs. The Administrative Analyst II may act for the Department Director in his or her absence. Individuals classified as Administrative Analyst I may be recommended for promotion to Administrative Analyst II by the Department Head, subject to the approval of the City Manager. Promotion is not automatic nor is promotion based solely on years of service. Such recommendation must demonstrate that the distinguishing characteristics and ability to perform the essential functions of the higher level class are without question. This classification is distinguished from the Program Manager—Grants class which performs duties primarily focusing on grants program responsibility.~~

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the City ~~Administrator, Assistant City Administrator or a department head~~ Manager or applicable Department Director. May exercise technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*Administrative Analyst I

- Conducts research and provides administrative assistance within the City ~~Administrator's~~ Manager's Office or a department.
- Assists in the development and implementation of department or City-wide goals, objectives, policies and procedures.

- Assists in budget preparation, analysis and administration.
- Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational problems.
- Prepares and distributes public information to citizens regarding City programs or department activities.
- Assists in the analysis and resolution of management information system problems and needs.
- Represents the City or a department in a wide variety of meetings with local community groups, professional associations and other local entities as required.
- Assists in the preparation of agenda items; makes presentations to the City Council and other committees as required.
- Assists in the preparation of a wide variety of reports, manuals, procedures and publications.
- Coordinates assigned work with related activities by other City departments, governmental organizations and public organizations; identifies interdepartmental cooperation opportunities.
- May serve as a department safety program coordinator.
- Conducts policy and legislative analyses; oversees a variety of special projects.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Administrative Analyst II: In addition to the essential functions stated above for Administrative Analyst I, the Administrative Analyst II also performs the following:

- Designs and develops new program elements and program modifications as necessary to meet goals and objectives related to areas of assignment; monitors and coordinates the daily operation of assigned program areas; performs analytical work and maintains appropriate records and statistics relative to areas of assigned responsibility.
- Prepares and monitors applicable budgets; reviews purchase requisitions and ensures funds are available and authorized for expenditure; manages and analyzes multiple Federal, State and/or local funding sources.
- Prepares grant proposals for assigned department; monitors active grants to ensure that stipulations and regulations regarding the use of funds are met; maintains proper records.
- Prepares and administers contracts and memorandums of understandings; participates and assists with coordinating or facilitating internal department and City-wide committees and staff meetings; coordinates training.

- Demonstrates broad and extensive knowledge in assigned areas of responsibility; stays current on issues related to assigned areas of responsibility and acts as source of information for other City personnel and the public.
- Responds to complex and/or sensitive complaints and requests for information from the public and City staff; conducts investigations; researches requested information and determines appropriate resolutions.
- Writes a wide variety of complex reports, memoranda, policies, and letters for diverse audiences in clear and concise language that is easily understood. Presents information orally to various audiences in a visually appealing and easily understood manner.
- Supervises clerical, technical and/or professional staff within a department; ensures appropriate systems are in place for hiring, evaluating, coaching, and counseling assigned staff members; coordinates professional development opportunities for assigned staff.
- Creates, interprets, and applies City and Department policies and procedures.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Analyst**.

A typical way of obtaining the required qualifications for Administrative Analyst I is to possess one year of experience in administrative or management analysis and a Bachelor's degree in public administration, business administration or a related field.

A typical way of obtaining the required qualifications for Administrative Analyst II is to possess at least two years of increasingly responsible experience as an Administrative Analyst I that includes a broad range of assignments and responsibilities, and a Bachelor's degree in public administration, business administration or a related field. A Master's degree is preferred.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices and methods of administrative and organizational analysis; public administration policies and procedures; principles, methods and practices of municipal finance, budgeting and accounting; structure and organization of public sector agencies; principles and practices of program development and administration; basic principles and practices of personnel management; budget development and implementation; modern office practices, methods and equipment, including a computer and applicable software.

Ability to:

Analyze administrative, operational and organizational problems, evaluate alternatives and reach sound conclusions; consult effectively with management and staff; prepare clear and concise administrative documents and reports; interpret and apply applicable laws, codes and regulations; prepare complete and accurate complex reports; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships-; manipulate and interpret information from database systems

Skill to:

Operate an office computer and a variety of word processing, ~~and~~ spreadsheet, and other software applications; learn new software systems as they are implemented by the City; generate reports and manipulate data from the City's financial or other database systems-

CITY OF MADERA
ADMINISTRATIVE ANALYST I/II

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DEFINITION:

Under direction, performs professional administrative, analytical and technical duties in providing staff assistance to the City Manager's Office or a City department; develops, implements and administers City programs; conducts specific and comprehensive research, analysis and preparation of a wide range of municipal policies involving organization, procedures, finance, and services; manages various projects; assists in office management functions; performs other related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Administrative Analyst I** is a professional level class in which the incumbent is expected to independently perform comprehensive administrative analysis, conduct research on new and current program activities as assigned, and make recommendations on programmatic and policy changes. The Administrative Analyst II is an advanced professional level class in which the incumbent demonstrates full knowledge of all department and City functions and takes full responsibility for a broad range of assigned departmental programs. The Administrative Analyst II may act for the Department Director in his or her absence. Individuals classified as Administrative Analyst I may be recommended for promotion to Administrative Analyst II by the Department Head, subject to the approval of the City Manager. Promotion is not automatic nor is promotion based solely on years of service. Such recommendation must demonstrate that the distinguishing characteristics and ability to perform the essential functions of the higher-level class are without question.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the City Manager or applicable Department Director. May exercise technical and functional supervision over assigned staff.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

Administrative Analyst I

- Conducts research and provides administrative assistance within the City Manager's Office or a department.
- Assists in the development and implementation of department or City-wide goals, objectives, policies and procedures.
- Assists in budget preparation, analysis and administration.

- Gathers and analyzes data and makes recommendations on a variety of administrative, fiscal, personnel and operational problems.
- Prepares and distributes public information to citizens regarding City programs or department activities.
- Assists in the analysis and resolution of management information system problems and needs.
- Represents the City or a department in a wide variety of meetings with local community groups, professional associations and other local entities as required.
- Assists in the preparation of agenda items; makes presentations to the City Council and other committees as required.
- Assists in the preparation of a wide variety of reports, manuals, procedures and publications.
- Coordinates assigned work with related activities by other City departments, governmental organizations and public organizations; identifies interdepartmental cooperation opportunities.
- May serve as a department safety program coordinator.
- Conducts policy and legislative analyses; oversees a variety of special projects.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.

Administrative Analyst II: In addition to the essential functions stated above for Administrative Analyst I, the Administrative Analyst II also performs the following:

- Designs and develops new program elements and program modifications as necessary to meet goals and objectives related to areas of assignment; monitors and coordinates the daily operation of assigned program areas; performs analytical work and maintains appropriate records and statistics relative to areas of assigned responsibility.
- Prepares and monitors applicable budgets; reviews purchase requisitions and ensures funds are available and authorized for expenditure; manages and analyzes multiple Federal, State and/or local funding sources.
- Prepares grant proposals for assigned department; monitors active grants to ensure that stipulations and regulations regarding the use of funds are met; maintains proper records.
- Prepares and administers contracts and memorandums of understandings; participates and assists with coordinating or facilitating internal department and City-wide committees and staff meetings; coordinates training.
- Demonstrates broad and extensive knowledge in assigned areas of responsibility; stays current on issues related to assigned areas of responsibility and acts as source of information for other City personnel and the public.

- Responds to complex and/or sensitive complaints and requests for information from the public and City staff; conducts investigations; researches requested information and determines appropriate resolutions.
- Writes a wide variety of complex reports, memoranda, policies, and letters for diverse audiences in clear and concise language that is easily understood. Presents information orally to various audiences in a visually appealing and easily understood manner.
- Supervises clerical, technical and/or professional staff within a department; ensures appropriate systems are in place for hiring, evaluating, coaching, and counseling assigned staff members; coordinates professional development opportunities for assigned staff.
- Creates, interprets, and applies City and Department policies and procedures.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in preparing reports using a computer keyboard. Additionally, the position requires near and far vision in reading written reports and work related documents. Acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for an **Administrative Analyst**.

A typical way of obtaining the required qualifications for **Administrative Analyst I** is to possess one year of experience in administrative or management analysis and a Bachelor's degree in public administration, business administration or a related field.

A typical way of obtaining the required qualifications for **Administrative Analyst II** is to possess at least two years of increasingly responsible experience as an Administrative Analyst I that includes a broad range of assignments and responsibilities, and a Bachelor's degree in public administration, business administration or a related field. A Master's degree is preferred.

License/Certificate:

Possession of, or the ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Principles, practices and methods of administrative and organizational analysis; public administration policies and procedures; principles, methods and practices of municipal finance, budgeting and accounting; structure and organization of public sector agencies; principles and practices of program development and administration; basic principles and practices of personnel management; budget development and implementation; modern office practices, methods and equipment, including a computer and applicable software.

Ability to:

Analyze administrative, operational and organizational problems, evaluate alternatives and reach sound conclusions; consult effectively with management and staff; prepare clear and concise administrative documents and reports; interpret and apply applicable laws, codes and regulations; prepare complete and accurate complex reports; communicate clearly and concisely, both orally and in writing; establish and maintain effective working relationships; manipulate and interpret information from database systems

Skill to:

Operate an office computer and a variety of word processing, spreadsheet, and other software applications; learn new software systems as they are implemented by the City; generate reports and manipulate data from the City's financial or other database systems

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN BY REPLACING ADMINISTRATIVE ANALYST WITH ADMINISTRATIVE ANALYST I, ADDING ADMINISTRATIVE ANALYST II, AND REMOVING BUSINESS MANAGER; AND SETTING THE ASSIGNED SALARY RANGES FOR THE POSITIONS OF ADMINISTRATIVE ANALYST I AND ADMINISTRATIVE ANALYST II

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

SECTION 1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended effective December 7, 2019 by the replacement of the Administrative Analyst classification with the Administrative Analyst I classification, the addition of the Administrative Analyst II classification, and the removal of the Business Manager classification. The job description for Administrative Analyst I/II is on file with the Office of the City Clerk and referred to for more particulars.

SECTION 2. Effective December 7, 2019, the Administrative Analyst I and Administrative Analyst II classifications are hereby assigned to City of Madera Salary Schedule M as follows. A complete City of Madera Salary Schedule is attached as Exhibit 1.

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Administrative Analyst I	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Administrative Analyst II	386	\$2,252.37	\$2,364.99	\$2,483.00	\$2,607.37	\$2,737.61	\$2,874.22

SECTION 3. This resolution is effective immediately upon adoption.

* * * * *

City of Madera Salary Schedule

Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	\$1,340.65	\$1,407.73	\$1,478.24	\$1,552.18	\$1,629.54	\$1,711.31
Accountant I	MM	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Accountant II	MM	362	\$1,998.25	\$2,098.13	\$2,202.92	\$2,313.09	\$2,428.64	\$2,550.08
Accounting Technician I	GBU	240	\$1,087.50	\$1,141.85	\$1,198.65	\$1,258.88	\$1,321.55	\$1,387.66
Accounting Technician II	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Accounting Technician III	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
Administrative Analyst I	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Administrative Analyst II	MM	386	\$2,252.37	\$2,364.99	\$2,483.00	\$2,607.37	\$2,737.61	\$2,874.22
Administrative Assistant	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Administrative Secretary	GBU	275	\$1,294.62	\$1,359.26	\$1,427.32	\$1,498.81	\$1,573.72	\$1,652.56
Airport Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Airport Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Airport Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Animal Control Officer	GBU	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Assistant Engineer	MM	377	\$2,153.46	\$2,261.19	\$2,373.80	\$2,492.79	\$2,617.16	\$2,748.38
Assistant Planner	GBU	352	\$1,900.81	\$1,995.80	\$2,095.69	\$2,200.47	\$2,310.64	\$2,426.20
Associate Civil Engineer	MM	397	\$2,379.19	\$2,498.17	\$2,623.03	\$2,754.26	\$2,891.85	\$3,036.30
Associate Planner	MM	368	\$2,058.96	\$2,161.79	\$2,270.00	\$2,383.11	\$2,502.58	\$2,627.44
Building Permit Technician	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Chief Building Official	M	464	\$3,323.23	\$3,489.22	\$3,663.53	\$3,847.15	\$4,039.09	\$4,241.31
City Attorney	EXE	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
City Clerk	EXE	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
City Engineer	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
City Manager	EXE	587	\$6,137.22	\$6,444.23	\$6,766.42	\$7,104.77	\$7,459.76	\$7,832.87
Combination Building Inspector	GBU	348	\$1,863.10	\$1,956.63	\$2,054.07	\$2,156.89	\$2,265.10	\$2,378.21
Communications Manager	M	456	\$3,192.98	\$3,352.61	\$3,520.56	\$3,696.34	\$3,881.43	\$4,075.32
Communications Specialist	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Computer Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Construction Inspector I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Construction Inspector II	GBU	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Crime Analysis Technician	MPOA	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Deputy City Clerk	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Deputy City Engineer	MM	463	\$3,306.58	\$3,472.08	\$3,645.42	\$3,828.05	\$4,019.02	\$4,220.26
Director of Community Development	M	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
Director of Financial Services	M	525	\$4,504.74	\$4,729.98	\$4,966.48	\$5,214.73	\$5,475.71	\$5,749.43
Director of Human Resources	M	513	\$4,243.27	\$4,455.29	\$4,678.08	\$4,912.13	\$5,157.44	\$5,415.49
Director of Parks & Community Services	M	509	\$4,159.54	\$4,367.15	\$4,585.54	\$4,814.69	\$5,055.60	\$5,308.25

City of Madera Salary Schedule

Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Electrical and Facilities Operations Manager	MM	421	\$2,681.79	\$2,815.96	\$2,956.48	\$3,104.36	\$3,259.57	\$3,422.63
Electrician II	GBU	361	\$1,987.96	\$2,087.36	\$2,192.15	\$2,301.34	\$2,416.40	\$2,537.35
Electrician III	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71
Engineering Project Manager	MM	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
Engineering Technician I	GBU	302	\$1,481.18	\$1,555.61	\$1,632.97	\$1,714.74	\$1,800.43	\$1,890.52
Engineering Technician II	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Engineering Technician III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Executive Secretary	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to City Administrator	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to the Chief of Police	LEMM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Facilities Maintenance Technician	GBU	289	\$1,388.15	\$1,457.68	\$1,530.63	\$1,607.02	\$1,687.32	\$1,772.03
Facility Aide	GBU	201	\$895.07	\$939.63	\$986.64	\$1,036.09	\$1,087.99	\$1,142.34
Field Representative	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Financial Services Manager	MM	446	\$3,037.76	\$3,189.56	\$3,349.18	\$3,516.64	\$3,692.42	\$3,877.02
Fleet Operations Manager	MM	404	\$2,463.90	\$2,586.80	\$2,716.07	\$2,852.19	\$2,994.68	\$3,144.51
Grant Administrator	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79
Grant Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Grants Specialist	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Human Resources Technician	MM	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Human Resources Technician II	MM	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Industrial Electrical Technician	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71
Information Services Manager	M	474	\$3,493.14	\$3,667.94	\$3,851.07	\$4,043.50	\$4,245.72	\$4,458.23
Legal Assistant	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Maintenance Technician	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Mechanic I	GBU	286	\$1,367.58	\$1,436.13	\$1,508.11	\$1,583.52	\$1,662.35	\$1,745.59
Mechanic II	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22
Mechanic III	GBU	321	\$1,628.56	\$1,709.84	\$1,795.53	\$1,885.14	\$1,979.64	\$2,078.55
Neighborhood Outreach Assistant	GBU	276	\$1,300.99	\$1,366.11	\$1,434.66	\$1,506.15	\$1,581.56	\$1,660.88
Neighborhood Outreach Coordinator	GBU	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Neighborhood Preservation Specialist I	GBU	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Neighborhood Preservation Specialist II	GBU	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Neighborhood Preservation Specialist III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Neighborhood Preservation Supervisor	MM	380	\$2,185.78	\$2,294.97	\$2,409.55	\$2,530.49	\$2,656.82	\$2,789.51
Network Administrator	MM	389	\$2,286.16	\$2,400.25	\$2,520.21	\$2,646.54	\$2,778.74	\$2,917.80
Office Assistant I	GBU	213	\$950.40	\$997.90	\$1,047.84	\$1,100.23	\$1,155.08	\$1,212.85
Office Assistant II	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Paralegal Office Administrator	MM	372	\$2,100.09	\$2,205.37	\$2,315.54	\$2,431.09	\$2,553.02	\$2,680.32

City of Madera Salary Schedule

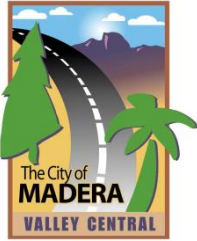
Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Park Planning Manager	MM	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Parks Leadworker	GBU	308	\$1,526.23	\$1,602.61	\$1,682.91	\$1,767.13	\$1,855.27	\$1,947.81
Parks Supervisor	MM	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Parks Worker I	GBU	248	\$1,131.57	\$1,188.37	\$1,247.62	\$1,309.80	\$1,375.42	\$1,443.97
Parks Worker II	GBU	268	\$1,250.07	\$1,312.74	\$1,378.35	\$1,447.39	\$1,519.86	\$1,595.76
Parks Worker III	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Payroll Specialist	GBU	316	\$1,588.41	\$1,667.73	\$1,751.46	\$1,838.62	\$1,930.67	\$2,027.14
Planning Manager	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79
Plans Examiner	GBU	360	\$1,978.17	\$2,077.08	\$2,180.88	\$2,290.08	\$2,404.65	\$2,524.62
Police Auxiliary Services Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Chief	M	554	\$5,205.92	\$5,466.41	\$5,739.63	\$6,026.56	\$6,327.70	\$6,644.01
Police Commander	LEMM	504	\$4,056.72	\$4,259.92	\$4,472.92	\$4,696.20	\$4,931.23	\$5,177.52
Police Corporal	MPOA	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
Police Lieutenant	LEMM	487	\$3,727.19	\$3,913.25	\$4,109.11	\$4,314.76	\$4,530.21	\$4,756.91
Police Office Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Officer I	MPOA	363	\$2,008.04	\$2,108.42	\$2,213.69	\$2,324.35	\$2,440.89	\$2,562.81
Police Officer II	MPOA	373	\$2,110.86	\$2,216.14	\$2,327.29	\$2,443.33	\$2,565.75	\$2,694.03
Police Officer Trainee	MPOA	333	\$1,728.94	\$1,815.61	\$1,906.19	\$2,001.67	\$2,101.56	\$2,206.84
Police Sergeant	MPOA	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Procurement Services Manager	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Program Manager-Grants	MM	366	\$2,038.40	\$2,140.24	\$2,247.48	\$2,359.60	\$2,477.61	\$2,601.49
Property & Evidence Officer	MPOA	296	\$1,437.60	\$1,509.58	\$1,584.98	\$1,664.31	\$1,747.55	\$1,834.70
Public Safety Dispatcher	MPOA	294	\$1,423.40	\$1,494.40	\$1,569.32	\$1,647.66	\$1,729.92	\$1,816.59
Public Works Maintenance Lead Worker	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92
Public Works Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Public Works Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Public Works Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Public Works Maintenance Worker IV	GBU	285	\$1,360.73	\$1,428.79	\$1,500.28	\$1,575.19	\$1,654.02	\$1,736.77
Public Works Operations Director	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
Purchasing Assistant	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
RDA Executive Director	EXE							\$6,827.14
Records Clerk	MPOA	270	\$1,262.80	\$1,325.96	\$1,392.06	\$1,462.08	\$1,535.04	\$1,611.92
Recreation/Community Programs Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Recreation/Community Programs Manager	MM	390	\$2,297.42	\$2,412.49	\$2,532.94	\$2,659.76	\$2,792.45	\$2,932.49
Recreation/Community Programs Supervisor	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Redevelopment Agency Secretary	MM	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Redevelopment Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43

City of Madera Salary Schedule

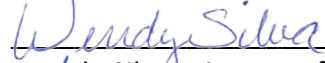
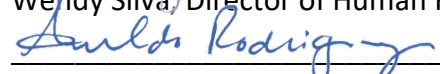
Exhibit 1

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Safety Officer	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Secretary	GBU	253	\$1,159.97	\$1,218.24	\$1,278.96	\$1,343.10	\$1,410.18	\$1,480.69
Senior Civil Engineer	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Senior Nutrition Program Monitor	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Senior Planner	MM	429	\$2,790.98	\$2,930.53	\$3,076.94	\$3,230.69	\$3,392.27	\$3,561.69
Solid Waste Manager	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Solid Waste/Recycling Assistant	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Solid Waste/Recycling Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Streets & Storm Drainage Ops. Manager	MM	385	\$2,241.11	\$2,352.75	\$2,470.75	\$2,594.15	\$2,723.90	\$2,860.02
Streets & Storm Drainage Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Tyler Munis Implementation Project Manager	MM	408	\$2,513.35	\$2,639.19	\$2,770.91	\$2,909.48	\$3,054.90	\$3,207.67
Utility Billing Supervisor	MM	334	\$1,737.75	\$1,824.42	\$1,915.99	\$2,011.47	\$2,112.33	\$2,217.61
Waste Water Treatment Plant Manager	MM	459	\$3,241.46	\$3,403.53	\$3,573.44	\$3,752.16	\$3,939.69	\$4,137.02
Wastewater Collection System Supervisor	MM	346	\$1,844.99	\$1,937.04	\$2,033.99	\$2,135.84	\$2,242.58	\$2,354.71
Water & Sewer Operations Manager	MM	423	\$2,708.72	\$2,843.86	\$2,986.35	\$3,135.69	\$3,292.38	\$3,456.90
Water Meter & Conservation Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Water Quality Specialist I	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Water Quality Specialist II	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92
Water Quality Specialist III	GBU	325	\$1,661.37	\$1,744.61	\$1,831.77	\$1,923.33	\$2,019.30	\$2,120.17
Water Quality Specialist In Training	GBU	262	\$1,213.34	\$1,274.06	\$1,337.71	\$1,404.79	\$1,474.81	\$1,548.75
Water System Lead Worker	GBU	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Water System Supervisor	MM	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
Water System Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Water System Worker I	GBU	272	\$1,275.53	\$1,339.18	\$1,406.26	\$1,476.28	\$1,550.22	\$1,628.07
Water System Worker II	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Water System Worker III	GBU	315	\$1,580.58	\$1,659.41	\$1,742.65	\$1,829.81	\$1,921.37	\$2,017.34
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,835.68	\$1,927.25	\$2,023.71	\$2,125.06	\$2,231.32	\$2,342.96
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
WWTP Lead Operator	GBU	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
WWTP Mechanic	GBU	375	\$2,131.92	\$2,238.66	\$2,350.30	\$2,467.82	\$2,591.21	\$2,720.96
WWTP Operator I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
WWTP Operator II	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
WWTP Operator III	GBU	364	\$2,018.32	\$2,119.19	\$2,224.95	\$2,336.10	\$2,453.13	\$2,575.54
WWTP Operator In Training	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources

Arnaldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-6

SUBJECT:

Consideration of Adopting a Resolution Approving a Professional Services Agreement with MV Cheng & Associates for Interim Financial Services Manager Consulting Services and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

It is recommended that the City Council (Council) adopt the resolution approving the agreement for professional services with MV Cheng & Associates and authorizing the Mayor to execute the agreement.

SUMMARY:

The City currently has two critical vacancies in its Finance Department, the Director of Financial Services and the Financial Services Manager positions. The vacancies were unexpected and the City is in need of securing immediate services to help bridge the gap until full time staff are hired through the normal recruitment and selection processes required in the City's Personnel Rules and Administrative Policies. Working collaboratively, the City Manager and Human Resources Department explored several options for filling the immediate needs, including:

- Contacting multiple consulting firms
- Contacting multiple temporary staffing firms
- Direct contact with individuals who may be interested in part time employment

Through a US Communities contract with ACRO Services Corporation, the City was able to secure temporary staffing services for the Director of Financial Services position. After reviewing all of the potential options that were generated through the above contacts, the City Manager is recommending the City enter into an agreement with MV Cheng & Associates to provide consulting services in the Financial Services Manager capacity, which is the action contemplated by this report.

DISCUSSION:

The City's Director of Financial Services position became vacant in June 2019. The City's Financial Services Manager at that time, Susan O'Haro, agreed to serve as the City's Interim Director of Financial Services and cover both positions. Ms. O'Haro recently resigned her position with the City to move out of state, leaving both positions vacant with minimal notice in the middle of the closing of the Fiscal Year 2018/19 books and completing the Fiscal Year 2018/19 audit. The City Manager and Human Resources Department immediately began making contacts with financial consulting firms, temporary staffing firms, and individuals who may be interested in part time employment with the City. Many candidates were reviewed through a paper screening process and a total of nine (9) candidates were interviewed for the two positions to determine who might be the best fit to meet the City's needs.

Based on the outcome of this process, the City Manager is recommending the City engage MV Cheng & Associates to provide services to fill the Financial Services Manager role. MV Cheng & Associates will provide a consultant to work on site providing needed guidance and assistance to close the Fiscal Year 2018/19 books and complete the Fiscal Year 2018/19 audit. Per the proposed agreement, the individual consultant assigned is subject to the approval of the City Manager. A Professional Services Agreement has been prepared to engage the services of MV Cheng & Associates. The agreement is provided as Exhibit 1 to the proposed resolution.

A formal Request for Proposals process was not conducted due to the urgency of securing these services, however all known avenues for obtaining these services were explored. Pursuant to the City's Purchasing Policy, a formal bidding process is not required when, in unusual or extraordinary circumstances, the City Council or the City Manager determines that the best interests of the City would not be served by securing competitive bids or issuing a request for proposal. The City Manager believes the agreement is in the best interests of the City and engagement of a consultant to provide these services is urgent for the continuation of City business, specifically completing the close of the Fiscal Year 2018/19 books and completing the Fiscal Year 2018/19 audit. All efforts were made to solicit as many potential candidates and options for consideration as possible.

FINANCIAL IMPACT:

The bill rate for the proposed services is \$105 per hour. The City anticipates utilizing these services for a period of two to three months (2-3 months) while a recruitment and hiring processes for full time staff are completed. There may be a need for a brief overlap to allow for knowledge transfer, however the agreement and services are intended as a stop gap measure on an interim basis only. Because of the vacancies in the full time positions, salary savings exist to pay for the temporary staffing services within the adopted Fiscal Year 2019/20 budget.

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:

Council could direct staff to solicit additional proposals or applications for employment.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1 to Resolution: Professional Services Agreement with MV Cheng & Associates

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR
PROFESSIONAL SERVICES BETWEEN THE CITY OF MADERA AND MV CHENG & ASSOCIATES AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has a need to secure immediate expert financial consulting services due to unexpected vacancies in the Finance Department during the critical processes of closing the Fiscal Year 2018/19 books and completing the Fiscal Year 2018/19 audit; and

WHEREAS, the City sought candidates available immediately through multiple consulting firms and temporary staffing agencies, as well as considered direct-hire part time employees; and

WHEREAS, due to the urgent nature of the City's need to secure competent financial consulting services in this capacity, it is not in the best interest of the City to conduct a formal bidding process; and

WHEREAS, after reviewing multiple options, the City Manager has determined that MV Cheng & Associates has the staffing and expertise to provide necessary immediate consulting services in the role of Financial Services Manager; and

WHEREAS, an agreement has been prepared between the City of Madera and MV Cheng & Associates for professional consulting services that is in the best interests of both parties.

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

1. The above recitals are true and correct.
2. The Agreement for Professional Services between the City and MV Cheng & Associates, a copy of which is attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is made and entered into the 4th day of December, 2019, by and between MV Cheng and Associates ("Firm") and the City of Madera ("City").

RECITALS

- A. The City has an immediate need for professional finance and accounting services due to unexpected vacant positions in the City's Finance Department.
- B. Firm has the professional competence, experience, and qualifications to provide professional finance and accounting services required by City.
- C. City desires to retain Firm to provide said services.

AGREEMENT

1. Incorporation of Recitals. The recitals set forth above are incorporated herein by this reference.

2. Services. The City hereby contracts with Firm to provide services herein set forth at the compensation and upon the terms and conditions herein expressed, and Firm hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Firm to commence work immediately upon approval of this agreement by the City Council at a scheduled meeting of said governing body.

3. Obligations, duties and responsibilities of Firm. It shall be the duty, obligation and responsibility of the Firm, in a skilled and professional manner, to perform the services in accordance with the Scope of Work identified in Exhibit A.

4. Compensation. City shall compensate Firm for professional services at the rate of \$105 per hour for consulting services.

5. Assignment of Personnel. MV Cheng & Associates will provide a qualified individual to serve as Financial Services Manager Consultant to the City. Personnel assigned are subject to the approval of the City Manager.

6. Billings and Payments.

6.1 Firm shall submit a billing statement which will include services by Firm provided monthly in arrears, no later than the tenth of the month following the month service was rendered. The billing statement shall be submitted to the City's designee.

6.2 Billings are to be made directly to the following address:

City of Madera

Attn: Wendy Silva
205 W. 4th Street
Madera, CA 93637

6.3 The billing statements shall be prepared and organized in a manner that facilitates an efficient review of the services performed.

6.4 City shall make payments monthly based on a monthly itemized billing statement for the previous month. City shall make its best effort to process payments promptly and not later than 30 days after receiving Firm's monthly billing statement.

7. Term and Termination.

7.1 This Agreement shall be effective on December 4, 2019, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect unless otherwise terminated earlier by one of the parties. Firm may be contacted following termination of the Agreement for clarification and consultation on matters covered during performance of the scope of services. Any such contact will be billed in accordance with Section 4 of this Agreement.

7.2 City reserves the right to discharge Firm and terminate this Agreement at any time. In the event of such discharge or termination, the City shall compensate Firm for services rendered up to and including the date of termination. City shall terminate services and/or the Agreement by delivering to Firm a written notice specifying the extent to which services and/or the Agreement are terminated and the effective date of the termination. Notice of termination shall be emailed as follows:

MV Cheng & Associates
Misty Cheng, President & CEO
mcheng@mvchengassociates.com

7.3 Firm may terminate this Agreement at any time by giving the City not less than fifteen (15) days prior written notice. Notices required under this section shall be emailed as follows:

City of Madera
Wendy Silva, Director of Human Resources
wsilva@madera.gov

8. Insurance and Indemnification.

8.1 During the term of this Agreement, Firm shall maintain, keep in force, and pay all premiums required to maintain and keep in force the policies and limits of such policies as required in Exhibit B of this Agreement.

8.2 To the furthest extent allowed by law, Firm shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Firm, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligations under this paragraph are in addition to, and are not limited by any insurance which Firm is otherwise required to maintain under this Agreement.

9. Independent Contractor. In performance of the work, duties and obligations assumed by Firm under this Agreement, it is mutually understood and agreed that Firm, including any and all of Firm'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 servant, employee, agent, partner, or associate of City. Because of its status as an independent contractor, Firm and its employees shall have absolutely no right to employment rights and benefits available to City employees. Firm shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Firm shall be solely responsible and hold City harmless from all matters related to payment of Firm's employees, including compliance with social security, withholding, and all other regulations governing such matters.

10. Hiring of Consultant's Associates and/or Subcontractors. City agrees that each of Consultant's associates and/or subcontractors will only be able to obtain a direct contract or professional services agreement with the City, only after the expiration of the contract or professional services agreement with Consultant AND only after 2 years from the expiration date of the contract or professional services agreement with Consultant. City agrees to hire one of Consultant's associates and/or subcontractors as a full time, permanent, fully benefited employee of the City, only after City has performed a recruitment AND the associate and/or subcontractor has billed 960 hours to the City. If City employs Consultant's associates and/or subcontractors through another temporary service or staffing agency, City agrees to pay a fee of 10% of the associate and/or subcontractor's annualized wages based on the hourly rate charged, to Consultant.

11. Compliance with Law. Firm shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, and directives, and all provisions required to be included are incorporated by reference.

12. Miscellaneous.

12.1 Consent. Whenever in this Agreement the approval or consent of a party is required, such approval or consent shall be in writing and shall be executed by a person having the express authority to grant such approval or consent.

12.2 Governing Law. The parties agree that this Agreement shall be governed and constructed by and in accordance with the Laws of the State of California.

12.3 Required License and Professional Credentials. Firm and personnel providing services shall maintain all licenses and professional credentials necessary for the provision of such services. Firm shall promptly notify City of changes of status or events that might impact the provision of professional services to City.

12.4 Force Majeure. Neither party shall be deemed to be in default on account of any delay or failure to perform its obligations under this Agreement, which directly results from an Act of God or an act of a superior governmental authority.

12.5 Headings. The paragraph headings are not a part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

12.6 Incorporation of Documents. All documents constituting the Agreement documents described in Section 3 hereof and all documents which may, from time to time, be referred to in any duly executed amendment hereto are by such reference incorporated in the Agreement and shall be deemed to be part of this Agreement.

12.7 Integration. This Agreement and any amendments hereto between the parties constitute the entire Agreement between the parties. There are no other prior oral or written agreements between the parties that are not incorporated in this Agreement.

12.8 Modification of Agreement. This Agreement shall not be modified or be binding upon the parties unless such modification is agreed to in writing and signed by the parties.

12.9 Provision. Any agreement, covenant, condition, clause, qualification, restriction, reservation, term or other stipulation in the Agreement shall define or otherwise control, establish or limit the performance required or permitted or to be required of or permitted by either party. All provisions, whether covenants or conditions, shall be deemed to be both covenants and conditions.

12.10 Severability. If a court of competent jurisdiction finds or rules that any provision of this Agreement is void or unenforceable, the provisions of this Agreement not so affected shall remain in full force and effect.

12.11 Successors and Assigns. The provisions of this Agreement shall inure to the benefit of, and shall apply to and bind, the successors and assigns of the parties.

12.12 Venue. In the event that suit is brought by either party hereunder, the parties agree that trial of such action shall be vested exclusively in the state courts of California in the County of Madera or in the United States District Court for the Eastern District of California.

California in the County of Madera or in the United States District Court for the Eastern District of California.

12.13 Recovery of Costs. The prevailing party in any action brought to enforce the terms of this Agreement or arising out of this Agreement may recover its reasonable costs, including reasonable attorney's fees, incurred or expended in connection with such action against the non-prevailing party.

13. Signatures. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Firm and the City.

MV CHENG & ASSOCIATES

CITY OF MADERA



Misty Cheng
President & CEO



Andrew J. Medellin, Mayor

Date: 11-25, 2019

Date: _____, 2019

ATTEST

Alicia Gonzales, City Clerk

Date: _____, 2019

EXHIBIT A

SCOPE OF SERVICES

Firm will provide professional accounting and finance services to include:

1. Coordinating the activities of a variety of finance services including general accounting, accounts payable, accounts receivable, payroll, financial analysis, and financial reporting.
2. Oversee and perform complex accounting procedures, audits, budget adjustments and journal corrections
3. Review and recommend improvements to accounting, budgeting and reporting procedures; implement new procedures in consultation with the City Manager; establish system controls for financial systems and develop procedures to improve existing systems.
4. Analyze the financial information needs of City programs and develop financial systems to fulfill those needs; evaluate the effectiveness of current systems and procedures; develop financial statement formats in accordance with generally accepted accounting principles and legal requirements.
5. Establish accounting controls in accordance with standard audit requirements; assist external auditors in the annual fiscal audit; acts as liaison with external auditors for the development of audit schedules and other requirements for the annual audits.
6. Prepare or supervise the preparation of reports and analyses for the City Manager and departments including the annual financial report; respond to requests for information and advise City departments, governmental agencies and the public of City finance and accounting policies.
7. Coordinate information systems software and hardware upgrades, systems processing and reporting.
8. Provide staff assistance and technical support to assigned program activities and other City departments; conduct financial, organizational and operational service delivery studies; make recommendations to address and resolves identified service delivery issues.
9. Oversees debt service activities.

EXHIBIT B**INSURANCE REQUIREMENTS****Insurance Requirements.**

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

Minimum Scope and Limits of Insurance:

Firm shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products, and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage should be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Firm arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Workers' Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Firm shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim in the aggregate. Firm shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Firm agrees to maintain continuous coverage through a period of no less than three years after completion of services required by this Agreement.

Maintenance of Coverage.

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

Proof of Insurance.

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

Acceptable Insurers.

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

Waiver of Subrogation.

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

Enforcement of Contract Provisions (non estoppel).

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

Specifications not Limiting.

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

higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Firm.

Notice of Cancellation.

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

Self-insured Retentions.

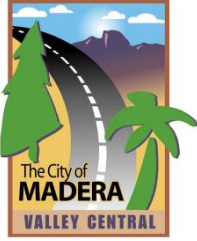
Any self-insured retentions must be declared to and approved by City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk Manager.

Timely Notice of Claims.

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

Additional Insurance.

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



REPORT TO CITY COUNCIL

Approved by:


Jim Howell, Interim Department Director

Council Meeting of: December 4, 2019

Agenda Number: B-7


Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of a Resolution Approving Execution of an agreement for the annual maintenance of the City's backup electrical generators

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution to execute an agreement for annual maintenance, for three years with the potential to extend the contract by two years with mutual consent of both parties, of the City's backup electrical generators with Industrial Electrical and authorize the Mayor to sign the documents necessary to approve the agreement.

SUMMARY:

In September of 2019 the City published a Request for Proposal (RFP) No. 201920-03 for annual generator service. In recent years, annual generator maintenance was accomplished in small batches with several contractors. The City generator inventory has grown in recent years and it is imperative that they be operational during emergencies. By consolidating the annual maintenance of all generators to one service provider, staff anticipates enhanced, standardized service for all generators. Staff also anticipates a cost savings for the City under a single award agreement rather than the individual awards that were made in the past.

DISCUSSION:

In September of 2019, the City published RFP No. 201920-03 for the annual service of the City's 11 standby generators. Four responses were received and found to be both responsive and responsible. They were then evaluated by a committee comprised of City staff and ranked in accordance with the terms of the RFP. Industrial Electrical was the contractor receiving the highest ranking and was also found to be the lowest bidder.

Worth noting is that any of the four responding contractors are capable of performing the tasks required. The ranking matrix was weighted with cost and experience being of critical importance. All four bidders can perform the work and have adequate capabilities to do the servicing.

The agreement is for an initial three-year term starting on December 4, 2019. Included in the agreement is the option for two additional one-year extensions. These extensions can be initiated by staff contingent the service is acceptable and will be processed by Purchasing upon mutual agreement of the City and Industrial Electrical

The cost for the annual service is broken down as follows:

- Year one \$16,430
- Year two \$16,430
- Year three \$16,430

This will include all aspects of the annual maintenance such as changing the oil, air filters, inspection of the cooling systems and transfer switches that automatically switch power from utility power to generator power, they will check engine block heaters, and test the generators under load to confirm that each generator is able to start and perform as required.

The City's has various types and sizes of generators, which protect the City in the event of an interruption in power, a subject that has received added attention due to recent power outages in nearby communities. While ongoing power outages are not anticipated in the City at this time, preparedness for power outages should not be taken lightly. This service is critical in making sure that the City is taking precautionary measures to ensure adequate fire suppression and potable water flows, and that sewer lift stations remain operational in the event of power outage.

FINANCIAL IMPACT:

Funds have been appropriated in the current budget for this project. By consolidating the annual maintenance of all generators to one service provider, staff anticipates a cost savings for the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this agreement is not listed in the vision or action plans; the requested action is not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

Council may elect to reject all responses to the RFP. At that point Purchasing would publish a new RFP and start the process over. Staff received responses from all vendors providing this service in the area and would not expect a new RFP to be beneficial.

ATTACHMENTS:

1. Resolution
2. Agreement

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AWARD OF AGREEMENT FOR THE ANNUAL
MAINTENANCE OF THE CITY'S BACKUP ELECTRICAL GENERATORS.**

WHEREAS, the City of Madera (the "City") is in need of Backup Generator Maintenance services and the City has issued a Request for Proposals (RFP) for Backup Generator Service.

WHEREAS, City requires a Backup Generator Maintenance Agreement from a qualified professional service provider.

WHEREAS, Service Provider is a firm having the necessary experience and qualification to provide services under this Backup Generator Maintenance Agreement.

WHEREAS, after conducting an RFP process for Backup Generator Annual Service and after review and consideration, City desires to retain Service Provider to provide said services.

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

1. The above recitals are true and correct.
2. The Agreement with Industrial Electrical is attached hereto.
3. The Mayor of the City of Madera is authorized to execute the Agreement and any and all documents necessary to effectuate the Agreement on behalf of the City.
4. This resolution is effective immediately upon adoption.

CITY OF MADERA

BACKUP GENERATOR MAINTENANCE AGREEMENT

THIS AGREEMENT made and entered into the 4th day of December 2019, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" and Industrial Electrical, hereinafter called "Service Provider."

RECITALS

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

AGREEMENT

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

1. **Services.** The City hereby contracts with Service Provider to provide Backup Generator Maintenance services, herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions City hereby authorizes Service Provider to commence work on December 4, 2019.

2. **Obligations, duties and responsibilities of Service Provider.** It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform, furnish and supply to the City the services and supplies in accordance with the minimum service requirements as listed below:

- Visual inspection of the site and unit
- Check and adjust all fluid levels and pressures for correct operation
- Inspect and service air filtration system, change filter if necessary
- Inspect exhaust system – including manifold, piping, muffler
- Inspect turbocharger – oil leaks, abnormal noise, and end play

- Inspect cooling system – radiator, hoses, water pump, belts, pulleys, clamps, and fan assembly. Inspect for leaks or cracks
- Inspect engine fan drive belts and adjustment
- Inspect and test radiator cap for correct pressure
- Inspect engine block heater – proper operating temperature, coolant flow, hoses and heater
- Inspect fuel system – fuel lines, filters, tanks, priming pumps, transfer pumps, level indicator, water instruction, DEF tank, DEF lines, DEF level indicator, and any leaks
- Inspect oil system – oil level, pressure, crankcase breather, excessive blow-by
- Inspect starting system – batteries, voltages, clean connections, test starter and alternator operation and charging rates
- Inspect and test monitoring and safety control systems – ensure proper operation
- Controls – inspect control pane condition and operation, start/stop/auto operation, and meter operation
- Inspect automatic transfer switch – check proper operation
- Service air filters and clean housing
- Replace fuel filter and service primary filter
- Drain and replace engine oil and filters, sample oil for lab analysis
- Service water separator
- Grease bearings, fans shafts, linkages and equipment fittings as required
- Inspect generator end bearing for condition and lubricate as necessary. Inspect exciter, generator conductors, connection and generator fan assembly
- Inspect generator circuit breakers and tighten connections. Inspect and clean engine/generator control panel and connection panel
- Inspect and service automatic transfer switch and enclosure. Check for proper operation and timing of ATS and controls
- Load bank testing – put generator on resistive load bank capable of 100% of nameplate rating for minimum of 2 hours. All operating parameters will be monitored during the load test.

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

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

A. Cost Schedule

<u>Location</u>	<u>Year 1 Cost</u>	<u>Year 2 Cost</u>	<u>Year 3 Cost</u>
City Hall	\$1,125.00	\$1,125.00	\$1,125.00
PD	\$1,725.00	\$1,725.00	\$1,725.00

WWTP	\$3,375.00	\$3,375.00	\$3,375.00
Public Works	\$985.00	\$985.00	\$985.00
Well 18	\$1,725.00	\$1,725.00	\$1,725.00
375 kW Port	\$1,550.00	\$1,550.00	\$1,550.00
125 kW Port	\$1,195.00	\$1,195.00	\$1,195.00
Fire Station #56	\$1,175.00	\$1,175.00	\$1,175.00
Water Tower	\$1,175.00	\$1,175.00	\$1,175.00
Fairgrounds	\$1,175.00	\$1,175.00	\$1,175.00
SIU - PD	\$1,225.00	\$1,225.00	\$1,225.00
Fire Station #58			
TOTAL	\$16,430.00	\$16,430.00	\$16,430.00

B. Hourly Service Rate for additional work \$ 120.00

4. Term of Agreement. This Agreement shall be effective on December 4, 2019, after approval by the City Council at a duly scheduled meeting thereof and shall continue in full force and effect through December 3, 2022, unless otherwise terminated earlier by one of the parties pursuant to Section 8 of this Agreement. This Agreement may be extended by mutual written consent annually thereafter, not to exceed two (2) additional years, by providing such notice to the parties as identified in Section 8 of this Agreement. Fees and Costs for the optional extensions may be adjusted based upon the Consumer Price Index, Pacific Cities and U. S. Average for all urban consumers, Western Cities Category "C" or 2.5%, whichever is less.

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

Provider. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Service Provider's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Service Provider performs work under this Agreement.

6. Hold Harmless and Insurance Requirements.

6.1 Indemnification and Waivers. Service Provider shall defend, indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by or arising out of Service Provider's operations under the terms of this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. Service Provider shall and does hereby waive any claim against the City of Madera, its officers, volunteers and employees, for any damage to equipment or other property connected with Service Provider's operations under this Agreement arising from any cause.

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

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

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

8. Termination.

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

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

- A. An illegal use of funds by Service Provider;
- B. A failure by Service Provider to comply with any material term of this Agreement;

- C. A substantially incorrect or incomplete report submitted by Service Provider to City.

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

All notices shall be mailed to the City:

City of Madera
Fleet Operations Manager
1030 South Gateway Drive
Madera, CA 93637

To Service Provider: Industrial Electrical
1417 Coldwell Avenue
Modesto, Ca 95350

9. Compliance with Laws.

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

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

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

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

9.5. Alcohol and Drug-Free Workplace. City reserves the right to deny access to, or require Service Provider to remove from, City facilities personnel of any Service

Provider or subcontractor who City has reasonable grounds to believe has engaged in alcohol abuse or illegal drug activity which in any way impairs City's ability to maintain safe work facilities or to protect the health and well-being of City employees and the general public. City shall have the right of final approval for the entry or re-entry of any such person previously denied access to, or removed from, City facilities. Illegal drug activity means possessing, furnishing, selling, offering, purchasing, using or being under the influence of illegal drugs or other controlled substances for which the individual lacks a valid prescription. Alcohol abuse means possessing, furnishing, selling, offering, or using alcoholic beverages, or being under the influence of alcohol.

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

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

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

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

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

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

CITY OF MADERA

BY: _____
Andrew Medellin, Mayor

Industrial Electrical

BY: _____
Rich Hodge, Service Manager

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney

Exhibit A

Insurance Requirements for Service Providers

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

Minimum Scope and Limits of Insurance

Service Provider shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Service Provider arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Service Provider shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

All insurance policies shall be issued by an insurance company currently authorized by the Insurance commissioner to transact business of insurance in the State of California, with an assigned policyholders'

Rating of A- (or higher) and a Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide.

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

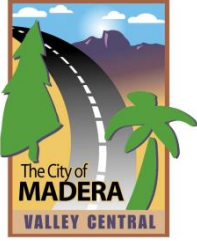
Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City's Risk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

Timely Notice of Claims

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

Additional Insurance

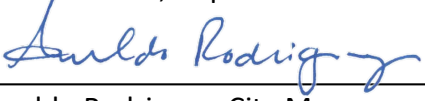
Service Provider shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgement may be necessary for its proper protection and prosecution of the Work.



REPORT TO CITY COUNCIL

Approved by: 

Keith Helmuth, Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-8

SUBJECT:

Consideration of a Resolution Rescinding Resolution No. 19-100 and Approving the Amended Application for Transportation Development Act (TDA), Local Transportation Funds (LTF) Funds for Fiscal Year (FY) 2019/20 with LTF FY 2018/19 Carryover Balances 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. Rescinding Resolution No. 19-100 and approving the amended application for TDA, LTF for FY 2019/20 with FY 2018/19 carryover balances.
2. Authorizing the City Engineer to execute the amended application and submit it to the MCTC for approval and adoption.

SUMMARY:

On June 19, 2019, Council adopted Resolution No. 19-100 for the use of FY 2019/20 LTF and STA funds as required by MCTC. This Resolution reflected the LTF and STA applications that included the projected amounts for FY 2019/20.

At the November 20, 2019 Council meeting, Council approved an amended application for STA.

The amended application for LTF is required for proper accounting of the City's claim filed with MCTC for expenditures of the LTF in FY 2019/20.

DISCUSSION:

LTF and STA applications are prepared for funds apportioned to the City of Madera, Madera County, and City of Chowchilla by the MCTC based on population pursuant to the TDA. Changes to this application by the local agency can be made through an amended application at any time. The original LTF application was prepared to reflect the proposed expenditures for the FY 2019/20 using only the allocation of funds provided by MCTC in May of 2019, and as required by statute. The amended LTF application includes the new revenue in FY 2019/20 and prior year balance rolled over from FY 2018/19.

The approved allocation for FY 2019/2020 is \$1,782,259. With the carryover balances from FY 2018/2019 of \$3,713,407.93, the new proposed allocation is \$5,495,666.93. The amended LTF allocation for each activity is summarized in Exhibit A attached to this report.

This amended LTF application will include funding for programs and projects approved by Council in the FY 2019/20 Budget Capital Improvement Program (CIP).

The amendment to the LTF application is prepared and submitted to MCTC annually after the prior year's final expenses and claims have been processed, and the excess prior year funds and carryover balances have been confirmed by MCTC.

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:

The Council may provide staff direction on how to amend the TDA application or may refer the item back to staff for additional information.

ATTACHMENTS:

1. Resolution
Exhibit A - Application

Attachment 1

Resolution

RESOLUTION NO. 19-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, RESCINDING RESOLUTION NO. 19-100 AND APPROVING
THE AMENDED APPLICATION FOR TRANSPORTATION DEVELOPMENT
ACT, LOCAL TRANSPORTATION FUNDS, STATE TRANSIT ASSISTANCE
FUNDS FOR FISCAL YEAR 2019/2020 WITH LOCAL TRANSPORTATION
FUNDS 2018/2019 CARRYOVER BALANCES AND AUTHORIZING THE CITY
ENGINEER TO EXECUTE AND SUBMIT THE APPLICATION 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 unexpended balance of LTF funds in FY 2018/2019 must be added to the FY 2019/2020 amended application for proper accounting purposes; and

WHEREAS, the TDA - LTF application For FY 2019/2020 with the actual FY 2018/2019 carryover balance is submitted to the City Council for its review and consideration.

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

1. The above recitals are true and correct.
2. Resolution No. 19-100 approved on June 19, 2019 is hereby rescinded
3. The City Council of the City of Madera approves the Application, a copy of which is attached hereto as Exhibit A and incorporated by reference.
4. The City Engineer is authorized to execute the amended TDA – LTF application and submit it to the Madera County Transportation Commission for adoption.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Application

Madera County Transportation Commission

TDA Amendment Request

Agency: City of Madera

Date: 12/4/2019

Fiscal Year: 2019-2020

Amending: ☒ LTF ☐ STA

Type of Amendment: ☒ Carryover of PY Funds ☐ Reassign funds ☐ Other

Project	Approved Allocation	New Proposed Allocation	Difference
1 Pedestrian and Bikeway Facilities	\$36,748.00	\$131,947.86	\$95,199.86
2 Streets and Roads	\$995,230.00	\$3,857,039.14	\$2,861,809.14
3 Transit	\$750,281.00	\$1,506,679.93	\$756,398.93
4			\$0.00
5			\$0.00
6			\$0.00
7			\$0.00
8			\$0.00
9			\$0.00
10			\$0.00
Total	\$1,782,259.00	\$5,495,666.93	\$3,713,407.93

Notes

New proposed allocation includes the addition of the 2018/19 carryover balances to the 2019/20 approved allocation

12/4/2019

Keith B. Helmuth, PE - City Engineer

Date

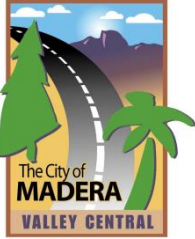
MCTC Executive Director

Date

MCTC Use:

Month _____

Amendment No. _____



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth
Keith Helmuth, P.E. Department Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-9

SUBJECT:

Actions Relating to Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for Bellava and Berk Subdivision (Tract No. 18-S-01) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City
- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the Bellava and Berk Subdivision (Tract No. 18-S-01) into Zone of Benefit 20A; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 20A 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 Bellava and Berk Subdivision.
 - b. Approving Agreement for the Construction of Improvements for the Bellava and Berk Subdivision (Tract No. 18-S-01).
 - c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Bellava and Berk Subdivision (Tract No. 18-S-01).
 - d. Accepting the Dedication of Land for Public Use.
2. Resolution No. 19-_____ which provides:
 - a. Approving Annexation of Bellava and Berk Subdivision (Tract No. 18-S-01) into Landscape and Lighting Assessment District Zone of Benefit 20A 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:

On June 13, 2017, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2017-01 for the Bellava and Berk Subdivision ("Project"). The Subdivider is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for Bellava and Berk 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 will be provided prior to approval of this agreement or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Bellava Construction, LLC, a California Limited Liability Company has signed a Landowner's Consent for annexation into Zone of Benefit 20A of City-Wide Landscape Maintenance District. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

The Subdivision is included in the City's Community Facilities District (CFD) 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, it 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 20A)
 - Exhibit A – Legal Description
 - Exhibit B – Assessment Diagram (Zone 20A)

Exhibit C – Assessment Amounts

3. Covenant – LMD Zone 20A

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 BELLAVA AND
BERK SUBDIVISION (TRACT NO. 18-S-01) AND IMPROVEMENT
AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS
ON BEHALF OF THE CITY**

WHEREAS, Bellava Construction, LLC, a California Limited Liability Company, has offered for approval a Final Map designated as Tract No. 18-S-01; and

WHEREAS, the Final Map for the Bellava and Berk Subdivision, prepared by Lyle Brewer Engineering, Inc., for Bellava Construction, LLC, a California Limited Liability Company has 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 June 13, 2017; 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 on file in the office of the City Clerk entitled, "Improvement Agreement Bellava and Berk Subdivision (Final Map. No. 18-S-01)," (hereafter "Improvement Agreement") 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 Bellava and Berk Subdivision is 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 as required in the Improvement Agreement, and also 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 Hundred Thirty-Seven Thousand Seven Hundred Seventy-Two Dollars (\$137,772.00); 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 Improvement Agreement.

WHEREAS, Tract No. 18-S-01, has already been deemed to be categorically exempt under CEQA and, therefore, no further CEQA determination is required.

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 Bellava and Berk Subdivision (Tract No. 18-S-01) is approved.
3. The agreement entitled "Improvement Agreement Bellava and Berk Subdivision (Final Map. No. 18-S-01)" for the construction of improvements for the Bellava and Berk 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 Bellava and Berk 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
BELLAVA AND BERK SUBDIVISION
(FINAL MAP. NO. 18-S-01)**

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 Bellava Construction, 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 BELLAVA AND BERK HOMES TRACT 18-S-01, 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. 2017-01 ("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, "Improvement Plans for Bellava and Berk Homes Tract", 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, "Bellava and Berk Homes Tract 18-S-01", (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 Ninety-One Thousand Eight Hundred Forty-Eight Dollars (\$91,848.00) 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 Forty-Five Thousand Nine Hundred Twenty-Four Dollars (\$45,924.00) 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 Nine Thousand One Hundred Eighty-Four Dollars and Eighty Cents (\$9,184.80). 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 20A 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 20A of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 20A shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 20A 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 2017-01 approving the Tract Map as adopted on June 13, 2017 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 Nine Hundred Eighteen Dollars and Forty-Eight Cents (\$918.48), 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 Bellava and Berk Subdivision No. 18-S-01 as noted herein below:

1. The Owner shall reimburse its fair share cost to the City for the previously constructed sewer main along the Adell Street project frontage.
2. The Owner shall reimburse its fair share cost to the City for the previously constructed water main along the Adell Street project frontage.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

There are no public improvements being constructed through plans prepared by Lyle Brewer Engineering, Inc., for Bellava and Berk Subdivision No. 18-S-01.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

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

- i. 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.

- ii. 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.

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 Bellava and Berk 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.

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

SUBDIVIDER/OWNER:

**Bellava Construction, LLC, a California
Limited Liability Company**

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

By: _____
Maria E. Gonzalez, President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

NOTARY ACKNOWLEDGEMENT REQUIRED

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:

THAT PORTION OF LOT 207 IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 207; THENCE NORTH 00° 43' 43" EAST ALONG THE EAST LINE OF SAID LOT 207 AND THE CENTER LINE OF MERCED STREET (80.00 FEET IN WIDTH) 256.37 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEEDED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ BY A DEED RECORDED JANUARY 27, 1958 IN BOOK 710, AT PAGE 52, MADERA COUNTY OFFICIAL RECORDS, THENCE NORTH 89° 59' 45" WEST, ALONG THE SOUTH LINE THEREOF, 106.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 59' 45" WEST, 324.69 FEET TO A POINT IN THE EAST LINE OF A PARCEL OF LAND DEEDED TO DAVID FUENTES RODRIGUEZ AND ESTER GONZALES RODRIGUEZ BY A JOINT TENANCY GRANT DEED RECORDED AUGUST 15, 1979 AS INSTRUMENT NO. 20199, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 00° 59' 54" WEST, ALONG THE EAST LINE THEREOF, 254.91 FEET TO A POINT IN THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO THE MADERA SCHOOL DISTRICT BY A DEED RECORDED JANUARY 8, 1951 IN BOOK 509 AT PAGE 330, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 89° 48' 39" EAST, ALONG SAID SOUTH LINE, 398.40 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORMENTIONED) MERCED STREET; THENCE SOUTH 00° 43' 43" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 156.23 FEET TO A POINT IN THE NORTH LINE OF THE AFORMENTIONED PARCEL OF LAND DEED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ; THENCE NORTH 89° 59' 45" WEST, ALONG SAID NORTH LINE 66.01 FEET; THENCE SOUTH 00° 43' 43" WEST 100.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 3/4 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, 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 20A

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF BELLAVA AND BERK SUBDIVISION (TRACT NO. 18-S-01) INTO ZONE OF BENEFIT 20A; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 20A 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 20A of said District consisting of Bellava and Berk 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 20A for the maintenance and servicing of landscaping facilities.

3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 20A 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 20A."
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:

THAT PORTION OF LOT 207 IN SECTION 7, TOWNSHIP 11 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF MILLER AND LUX'S SUBDIVISION OF LANDS AT MADERA, RECORDED FEBRUARY 2, 1895 IN BOOK 1 OF MAPS, AT PAGES 10 AND 11, MADERA COUNTY RECORDS, CITY OF MADERA, CALIFORNIA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 207; THENCE NORTH 00° 43' 43" EAST ALONG THE EAST LINE OF SAID LOT 207 AND THE CENTER LINE OF MERCED STREET (80.00 FEET IN WIDTH) 256.37 FEET TO THE SOUTHEAST CORNER OF A PARCEL OF LAND DEEDED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ BY A DEED RECORDED JANUARY 27, 1958 IN BOOK 710, AT PAGE 52, MADERA COUNTY OFFICIAL RECORDS, THENCE NORTH 89° 59' 45" WEST, ALONG THE SOUTH LINE THEREOF, 106.01 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 89° 59' 45" WEST, 324.69 FEET TO A POINT IN THE EAST LINE OF A PARCEL OF LAND DEEDED TO DAVID FUENTES RODRIGUEZ AND ESTER GONZALES RODRIGUEZ BY A JOINT TENANCY GRANT DEED RECORDED AUGUST 15, 1979 AS INSTRUMENT NO. 20199, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 00° 59' 54" WEST, ALONG THE EAST LINE THEREOF, 254.91 FEET TO A POINT IN THE SOUTH LINE OF A PARCEL OF LAND DEEDED TO THE MADERA SCHOOL DISTRICT BY A DEED RECORDED JANUARY 8, 1951 IN BOOK 509 AT PAGE 330, MADERA COUNTY OFFICIAL RECORDS; THENCE NORTH 89° 48' 39" EAST, ALONG SAID SOUTH LINE, 398.40 FEET TO A POINT IN THE WESTERLY RIGHT-OF-WAY LINE OF THE AFORMENTIONED) MERCED STREET; THENCE SOUTH 00° 43' 43" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE, 156.23 FEET TO A POINT IN THE NORTH LINE OF THE AFORMENTIONED PARCEL OF LAND DEED TO CARLOS C. RODRIGUEZ AND ANDREA M. RODRIGUEZ; THENCE NORTH 89° 59' 45" WEST, ALONG SAID NORTH LINE 66.01 FEET; THENCE SOUTH 00° 43' 43" WEST 100.01 FEET TO THE POINT OF BEGINNING.

AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 3/4 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, MADERA COUNTY RECORDS.

Exhibit B

Assessment Diagram

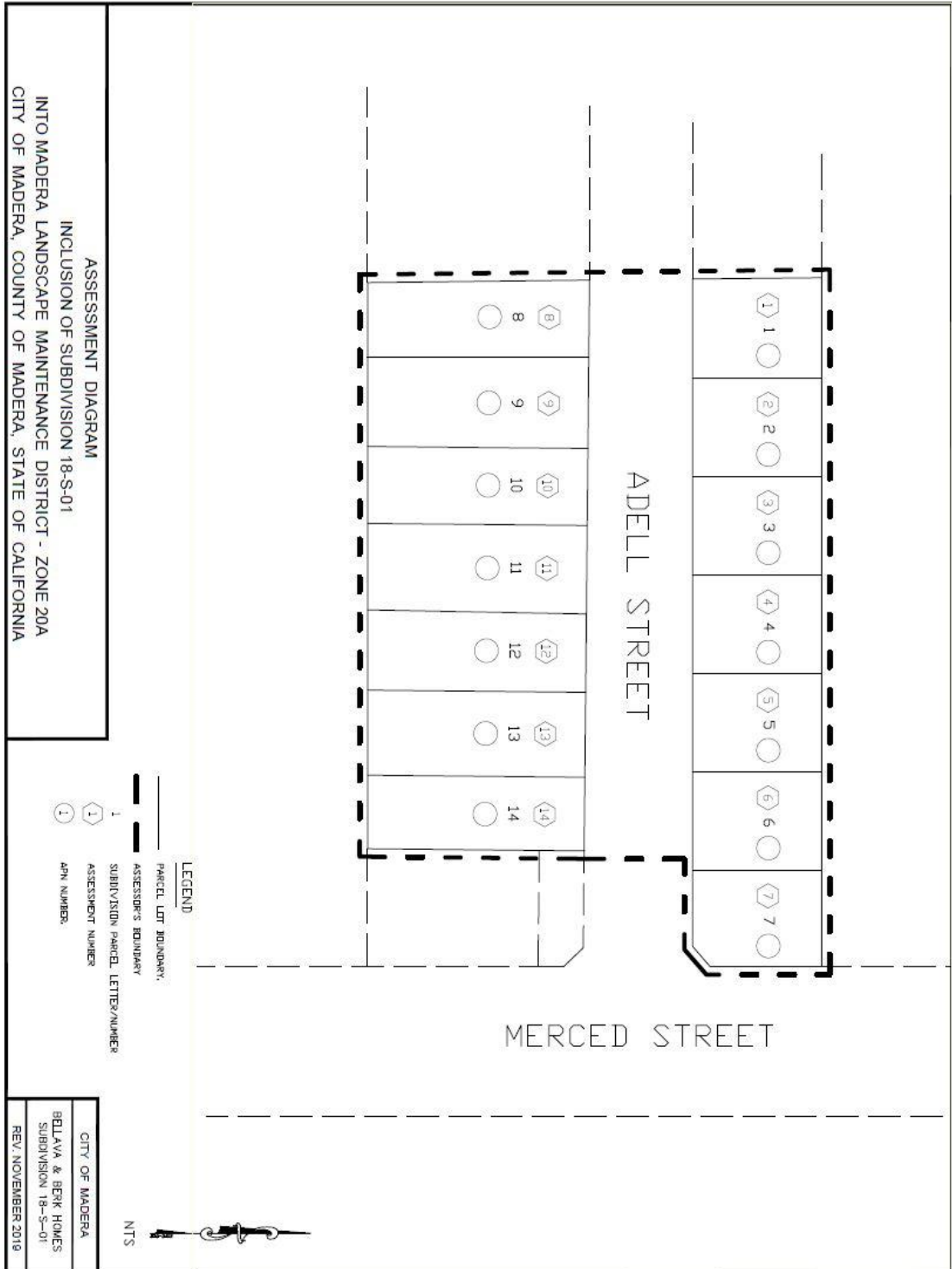


Exhibit C

Assessment Amounts

Lot	Owner	Assessment Amount (FY 2020/2021)
1	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
2	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
3	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
4	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
5	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
6	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
7	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
8	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
9	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
10	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
11	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
12	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
13	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70
14	Bellava Construction, LLC, a California Limited Liability Company	\$ 77.70

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 20A**

WHEREAS, Bellava Construction, LLC, a California Limited Liability Company 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) 2017-01 & Precise Plan (PPL) 2017-02 approval and the Improvement Agreement to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on June 13, 2017 approved Tentative Subdivision Map TSM 2017-01 for the Bellava and Berk 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 Precise Plan and 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 \$77.70 per each of the 14 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 December 4, 2019.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

By: _____
Keith B. Helmuth, P.E.,
City Engineer

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

By: _____
Maria E. Gonzalez, President

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

EXHIBIT "A"
Legal Description

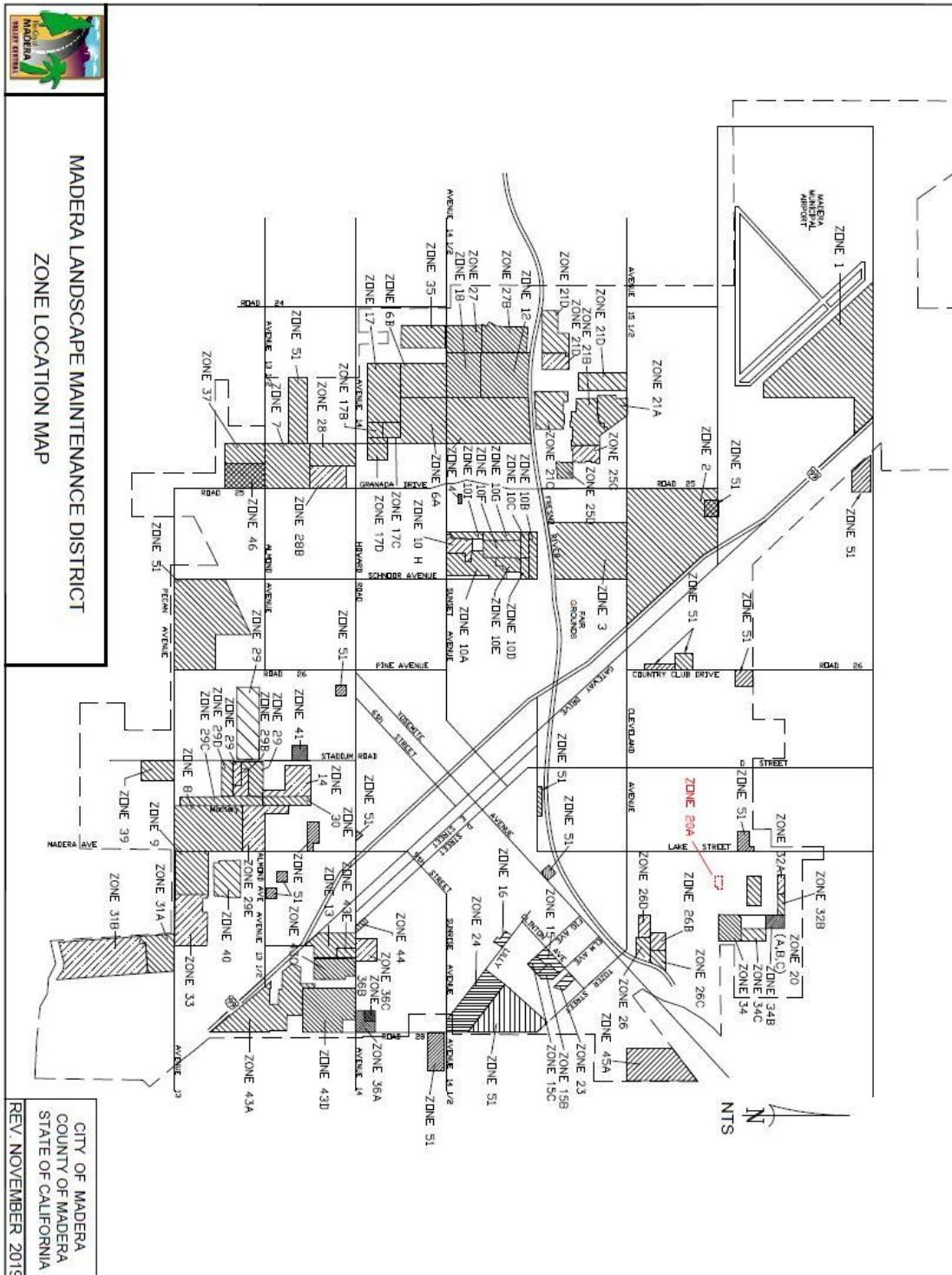
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AND FURTHER EXCEPTING THEREFROM AN UNDIVIDED 314 INTEREST IN ALL THE OIL GAS AND MINERALS AS RESERVED BY ROSSE M. GILSON, A MARRIED MAN, AS HIS SEPARATE PROPERTY, DATED JANUARY 28, 1942 AND RECORDED FEBRUARY 8, 1942 IN VOL. 301 OFFICIAL RECORDS, PAGE 277, MADERA COUNTY RECORDS.

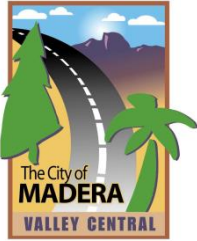
LMD Zone Map



Attachment 5

Project Location Map





REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-10

SUBJECT:

Consideration of a Resolution Approving the Award for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, in the Amount of \$244,857.00 to Witbro, Inc. DBA Seal Rite Paving and Grading, and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) take the following actions:

1. Adopt a Resolution approving award of Contract, construction contingencies, construction management costs, and authorizing the Mayor to execute the Contract for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, In the Amount of \$244,857 to Witbro, Inc. DBA Seal Rite Paving and Grading.
 - a) Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.
 - b) Authorizing funding of up to 15 percent of the contract amount for construction inspection, construction management, third party testing or consulting services as approved by the City Engineer.
 - c) Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

On November 21, 2019, the City received eight bids for the Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street. Witbro, Inc. DBA Seal Rite Paving and Grading submitted the lowest responsive and responsible bid that meets the contract requirements. Therefore, it is recommended that Council award the project to Witbro, Inc. DBA Seal Rite Paving and Grading.

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 Americans with Disability Act (ADA) compliant sidewalk, drive approaches, and curb ramps along Lincoln Avenue, Austin Avenue, and South Street. 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 October 5th and October 12th, 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 posted on EBidBoard.com, a projects 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 November 21, 2019, the City received eight responses. All bids were checked for accuracy against bidding requirements of the specifications and for validity of licenses and bid security. The bids are listed in Table 1.

<i>Table 1: Bid Overview</i>	
<i>Bidder</i>	<i>Bid</i>
1. Witbro, Inc. DBA Seal Rite Paving and Grading	\$244,857.00
2. JT2, Inc. DBA Todd Companies	\$318,641.50
3. Taylor Backhoe Service, Inc. DBA TBS Contractors	\$328,927.28
4. V&G Builders, Inc.	\$342,084.00
5. Advanced Concrete	\$344,125.15
6. Avison Construction, Inc.	\$393,331.00
7. Dawson-Mauldin, LLC.	\$424,041.00
8. United Pavement Maintenance, Inc.	\$444,565.00
<i>City Engineer’s Opinion of Cost</i>	<i>\$341,658.00</i>

Witbro, Inc. DBA Seal Rite Paving and Grading submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the Council award the contract to Witbro, Inc. DBA Seal Rite Paving and Grading in the amount of \$244,857.00.

FINANCIAL IMPACT:

There is no fiscal impact to the City’s General Fund, rather funding for the project is being provided by the Community Development Block Grant (CDBG) Program. This project was identified as Project No. B18MC060053 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:

The Council may consider alternatives other than staff's recommendation of approval. Some 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
 - a. Exhibit A - Agreement
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 SIDEWALK IMPROVEMENTS AT LINCOLN AVENUE – AUSTIN AVENUE – SOUTH STREET, CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. R-73, IN THE AMOUNT OF \$244,857.00 TO WITBRO, INC. DBA SEAL RITE PAVING AND GRADING, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on October 5th and October 12th, of 2019 the City of Madera (City) Engineering Department advertised a solicitation for bids for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, hereinafter referred to as “the Project”; and

WHEREAS, eight sealed bids were received on November 21, 2019, and opened by the City Engineer; and

WHEREAS, funding for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73 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 Witbro, Inc. DBA Seal Rite Paving and Grading is the lowest responsible and responsive bidder.
4. The contract for Sidewalk Improvements at Lincoln Avenue – Austin Avenue – South Street, CDBG Project No. B18MC060053, City Project No. R-73, in the Amount of \$244,857.00 to Witbro, Inc. DBA Seal Rite Paving and Grading a copy of which is attached hereto as Exhibit A 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 15 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 A
Agreement

AGREEMENT

THIS AGREEMENT, made this 4th day of December 2019, between the City of Madera, hereinafter called "**OWNER**", and Witbro, Inc. DBA Seal Rite Paving and Grading, 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 "**SIDEWALK IMPROVEMENTS LINCOLN AVE – AUSTIN AVE – SOUTH ST CDBG PROJECT NO. B18MC060053 CITY PROJECT NO. R-73.**"

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 \$244,857.00, 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 "**SIDEWALK IMPROVEMENTS LINCOLN AVE – AUSTIN AVE – SOUTH ST CDBG PROJECT NO. B18MC060053 CITY PROJECT NO. R-73**" dated September 2019.

Addenda Nos. 1, dated 10/21/19

Addenda Nos. 2, dated 11/18/19

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 **Two Thousand Two Hundred (\$2,200.00)**

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 I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, 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 I, 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 I, 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 Indemnatee. 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 50-52 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Witbro, Inc. DBA Seal Rite Paving and Grading**, 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, **Witbro, Inc. DBA Seal Rite Paving and Grading** 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 **Witbro, Inc. DBA Seal Rite Paving and Grading**;
2. A failure by **Witbro, Inc. DBA Seal Rite Paving and Grading** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro, Inc. DBA Seal Rite Paving and Grading** to City.

In no event shall any payment by City or acceptance by **Witbro, Inc. DBA Seal Rite Paving and Grading** 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 **Witbro, Inc. DBA Seal Rite Paving and Grading** the repayment to City of any funds disbursed to **Witbro, Inc. DBA Seal Rite Paving and Grading** 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:

Witbro, Inc. DBA Seal Rite Paving and Grading
4237 West Swift Avenue
Fresno, Ca 93722

All notices and communications from **Witbro, Inc. DBA Seal Rite Paving and Grading** 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 **Witbro, Inc. DBA Seal Rite Paving and Grading** 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 **Witbro, Inc. DBA Seal Rite Paving and Grading** 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 **Witbro, Inc. DBA Seal Rite Paving and Grading** in connection to the Project and correctly sets forth the obligations of the City and **Witbro, Inc. DBA Seal Rite Paving and Grading** 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.

29. Assignment-Neither the **Witbro, Inc. DBA Seal Rite Paving and Grading** nor City will assign its interest in this Agreement without the written consent of the other.

30. 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 related statutes (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 statutes 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).

31. 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.

* 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, or work 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.

* 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

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.

* ENGI0003-001 06/24/2019

""AREA 1"" WAGE RATES ARE LISTED BELOW

""AREA 2"" RECEIVES AN ADDITIONAL \$2.00 PER HOUR ABOVE AREA 1 RATES.

SEE AREA DEFINITIONS BELOW

	Rates	Fringes
OPERATOR: Power Equipment (AREA 1:)		
GROUP 1.....	\$ 49.02	30.74
GROUP 2.....	\$ 47.49	30.74
GROUP 3.....	\$ 46.01	30.74
GROUP 4.....	\$ 44.63	30.74
GROUP 5.....	\$ 43.36	30.74
GROUP 6.....	\$ 42.04	30.74
GROUP 7.....	\$ 40.90	30.74
GROUP 8.....	\$ 39.76	30.74
GROUP 8-A.....	\$ 37.55	30.74
OPERATOR: Power Equipment (Cranes and Attachments - AREA 1:)		
GROUP 1		
Cranes.....	\$ 50.65	30.74
Oiler.....	\$ 36.63	30.39
Truck crane oiler.	\$ 39.20	30.39
GROUP 2		
Cranes.....	\$ 48.14	30.74
Oiler.....	\$ 36.36	30.39
Truck crane oiler.	\$ 38.98	30.39
GROUP 3		
Cranes.....	\$ 46.40	30.74
Hydraulic.	\$ 38.32	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		
Cranes.....	\$ 43.36	30.74
OPERATOR: Power Equipment (Piledriving - AREA 1:)		
GROUP 1		
Lifting devices	\$ 45.89	30.39
Oiler.....	\$ 36.63	30.39
Truck crane oiler.	\$ 39.20	30.39
GROUP 2		
Lifting devices.	\$ 44.07	30.39
Oiler.....	\$ 36.36	30.39
Truck Crane Oiler.....	\$ 38.98	30.39
GROUP 3		
Lifting devices.	\$ 42.39	30.39
Oiler.....	\$ 36.14	30.39
Truck Crane Oiler.....	\$ 38.71	30.39
GROUP 4		

Lifting devices.....	\$ 40.62	30.39
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 construction 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; Caryl 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 signaller; 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 machine (on streets, highways, airports and canals); Self-propelled compactor (without dozer); Signaller; 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

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

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 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: 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: 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: 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

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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

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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

* 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickerman - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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 buckler; 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 shall 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".

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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 buckler; 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 shall 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 shotcrete

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: Guniting 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; Guniting 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; Guniting & 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 (GUNITING - 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 buckler; 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 shall 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 shotcrete

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: Guniting 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 buckler; 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 shall 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: Guniting 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;
Guniting & 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 (GUNITING - 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 buckler; 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 shall 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: Gunit 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickerman - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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

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 (GUNIT - 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 buckler; 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 shall 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: Guniting 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; Guniting and shotcrete nozzlemen

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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 buckler; 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 shall 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 shotcrete

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: Guniting 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

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; Guniting and shotcrete nozzle men

GROUP 2: Rodmen; Shaft work & raise (below actual or excavated ground level)

GROUP 3: Bit grinder; Blaster, driller, powdermen, heading; Cherry pickers - where car is lifted; Concrete finisher in tunnel; Concrete screedman; Grout pumpman and potman; Guniting & 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 (GUNITITE - 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:

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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

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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)

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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.

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GUNITE LABORER CLASSIFICATIONS

GROUP 1: Structural Nozzleman

GROUP 2: Nozzleman, Gunman, Potman, Groundman

GROUP 3: Reboundman

GROUP 4: Guniting 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 hour additional

PAIN0016-003 01/01/2018

AREA 1: ALAMEDA, CONTRA COSTA, SAN FRANCISCO, SAN MATEO & SANTA CLARA COUNTIES

AREA 2: CALAVERAS, MARIPOSA, 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 IMPROVEMENT

	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 Counties.	\$ 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

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

SH EE0104-001 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

SH EE0104-003 07/01/2018

CALAVERAS AND SAN JOAQUIN COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 40.34	32.80

SH EE0104-005 07/01/2018

MARIPOSA, MERCED, STANISLAUS AND TUOLUMNE COUNTIES:

	Rates	Fringes
SHEET METAL WORKER (Excluding		
metal deck and siding).....	\$ 38.40	35.69

SH EE0104-007 07/01/2018

FRESNO, KINGS, AND MADERA COUNTIES:

	Rates	Fringes
SHEET METAL WORKER.....	\$ 38.49	35.65

SH EE0104-015 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

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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- I. General
- II. Nondiscrimination
- III. No segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Government wide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.
4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements. **1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

- a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.
- . The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

FHWA-1273 -- Revised May 1, 2012

2. EEO Officer: The contractor will designate and make known to the contracting officers and EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting and active EEO program and who must be assigned adequate authority and responsibility to do so. **3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

- a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
- b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
- c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.
- d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
- e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

- a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.
- b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

- c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

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7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

- a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.
- b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.
- d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and

current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

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4. Apprentices and trainees**a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

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8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph

(1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

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wages required by the clause set forth in paragraph (1.) of this section.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.
5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented; Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. Instructions for Certification – First Tier Participants:

By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180

and 1200. "First Tier Covered Transactions" refers to any covered (1) transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier

Covered Transactions" refers to any covered transaction under a (2) First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government,

excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been the department, or agency with which this transaction originated

convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

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b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

- . Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or

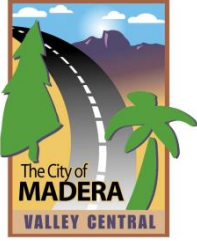
- may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
 - d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
 - e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 - f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
 - g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
 - h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and normally possessed by a prudent person in the ordinary course of business dealings.
- voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- *****
- #### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**
- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).
1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which
FHWA-1273 -- Revised May 1, 2012
- exceed information of participant is not required to exceed that which is \$100,000 and that all such recipients shall certify and disclose accordingly.

Attachment 2

Location Map

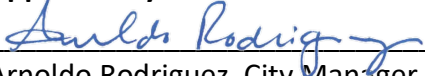
PROJECT MAP





REPORT TO CITY COUNCIL

Approved by:


Arnaldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: B-11

SUBJECT:

Consideration of a Resolution Approving an Agreement for Special Counsel Legal Services with Colantuono Highsmith Whatley, PC

RECOMMENDATION:

It is recommended that the City Council (Council) adopt the resolution approving the agreement for special counsel legal services with Colantuono Highsmith Whatley, PC and authorizing the Mayor to sign the agreement.

SUMMARY:

The City received a claim from Driscoll & Omens, a law firm representing Claimant Mantilla and a Claimant Class “consisting of those customers of the City of Madera (Water Provider) who obtain water services from Water Provider if that service is provided at the rates charged for service to a single-family residence or the rates charged to a multiple family residence.” The claim further alleges that Claimants paid charges in excess of those allowed under Proposition 218. The claim was tendered to the RMA but it is not covered.

The City Attorney learned that numerous identical claims have been filed against cities and water agencies around California. The City Attorney has recommended that the City retain Colantuono Highsmith Whatley, PC (“Firm”) as special counsel to handle this matter. The firm is an expert in Proposition 218 matters and has been retained by other entities receiving similar claims. The Firm brings efficiencies to the handling of the pending claims.

Under the proposed agreement, the Firm will be responsible solely for the analysis and defense of claims alleging the City’s water rates violate Proposition 218.

FINANCIAL IMPACT:

The Firm's rates for attorneys have a high mark of \$495 per hour. For this engagement, the Firm has agreed to utilize a range starting at \$210 and capped at \$385 per hour for their fees. At this time, it is difficult to forecast potential and final costs associated with this Agreement. However, the City Attorney will keep the Council and this office updated with milestones and potential costs.

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:

Council could direct staff to solicit additional proposals for Special Counsel.

ATTACHMENTS:

1. Resolution approving the proposed agreement for legal services.
2. Exhibit 1 to Resolution: Proposed agreement for legal services.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT FOR
SPECIAL COUNSEL LEGAL SERVICES BETWEEN THE CITY OF MADERA AND COLANTUONO
HIGHSMITH WHATLEY, PC AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera has a need to secure expert legal services to advise and represent the City on the analysis and defense of claims alleging the City's water rates violate Proposition 218; and

WHEREAS, Colantuno Highsmith Whatley, PC has the legal competence, experience, and qualifications to provide professional legal services required by the City.

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

1. The above recitals are true and correct.
2. The Agreement for Legal Services between the City and Montoy Law Corporation, a copy of which is attached hereto as Exhibit 1, is approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

790 E. Colorado Boulevard, Suite 850
Pasadena, CA 91101-2109
Voice (213) 542-5700
Fax (213) 542-5710

Exhibit 1
COLANTUONO

HIGHSMITH

WHATLEY, PC

Michael G. Colantuono
(530) 432-7359
MColantuono@chwlaw.us

November 11, 2019

VIA ELECTRONIC MAIL

Hilda Cantu Montoy, Interim City Attorney
City of Madera
2440 Tulare Street, Suite 410
Fresno, CA 93721-2292

Re: Representation of City of Madera re Claims Challenging City Water Rates

Dear Hilda:

As you asked, I write to propose the terms under which we agree to represent City of Madera ("you" or "City") regarding analysis and defense of claims alleging the City's water rates violate Proposition 218. This will be our sole project for you; if we can assist you on other matters, please let me know. Colantuono, Highsmith & Whatley, PC and all of its professionals are very pleased to have the opportunity to represent you in this matter.

This letter sets forth the basis upon which our firm will provide legal services to you and bill you for services and costs. The firm maintains a conflict of interest index which lists all clients of our firm and matters in which we represent them. We will not represent any party with an interest that may be adverse to an indexed person without first determining if a professional conflict of interest would arise. We propose to index the following with respect to this matter:

Client-Affiliated Parties:

City of Madera

Hilda Cantu Montoy, Interim City Attorney
City of Madera
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Adverse Parties:

None.

Please let me know if any of these names are incorrect or if there are other parties with an interest in this matter that we should list such as, the names of the claimant or claimants. Unless we hear from you to the contrary, we will assume that the above listing is accurate and complete.

We have reviewed our files and our conflicts index and have no other client relationships which would interfere with our ability to represent you in this matter. As you know, we have represented the City on revenue matters in the past.

As we have discussed, the nature of the matter makes it impossible for us to precisely estimate the fees you may incur. You will receive monthly statements informing you of the fees and costs incurred during the prior month. We will, of course, do our best to represent you efficiently and without undue expense.

Please make payments payable to Colantuono, Highsmith & Whatley, PC directly to our Grass Valley office at:

Colantuono, Highsmith & Whatley, PC
420 Sierra College Drive, Suite 140
Grass Valley, CA 95945-5091

Our federal employer identification number is 75-3031545.

Ryan Dunn and I will have primary responsibility for your representation, and the firm will use other attorneys and legal assistants in the best exercise of our professional judgment. If you have questions, concerns or criticisms at any time, please contact me at once. Naturally, we expect you to keep us reasonably informed of all significant developments regarding this representation.

We review all statements before they are issued to ensure the amount charged is appropriate. The statement for fees is simply the product of the hours worked multiplied by the hourly rates for the attorneys and legal assistants who did the work.

Our hourly rates are based upon the experience, reputation and ability of the lawyer or legal assistant performing the services, and for 2019 range between \$210 and \$495 per hour for attorneys' time, and between \$135 and \$170 for the time of paralegals and legal assistants. As a courtesy to you, however, we agree to cap our rates at \$385 per hour, a substantial discount from my full rate. Our rate structure in general and the rates of particular lawyers may be increased from time to time, and are usually adjusted as of the beginning of each calendar year, but we will not lift the \$385 per hour cap without first discussing with you our need to do so.

It may be necessary to bill you for items such as, but not limited to, authorized travel, long distance telephone calls, filing fees, photocopying, computerized legal research outside the scope of our Westlaw contract and the like. These items are separately itemized on our statement as "disbursements." These amounts will be billed in addition to our fees.

We will send you monthly statements, and expect payment within 15 days of the billing date. If payment is not received within 30 days of the billing date, we reserve the right to charge interest on the unpaid balance at the rate of 1% per month and to terminate our representation.

We rarely have disputes with clients over our fees. Nevertheless, you should be aware that you are entitled to require that any fee dispute be resolved by binding arbitration in Los Angeles or Nevada Counties pursuant to the arbitration rules for legal fee disputes of the respective County Bar Association. We agree that all disputes between us regarding the services rendered or fees charged not resolved via County Bar fee arbitration will be submitted to binding arbitration in Sacramento to be conducted by ADR Services, Inc. in accordance with its commercial arbitration rules. **YOU SHOULD REVIEW THIS PARAGRAPH CAREFULLY AND, IF YOU WISH, SEEK INDEPENDENT LEGAL COUNSEL REGARDING IT, AS YOU AND WE ARE AGREEING TO FOREGO SIGNIFICANT RIGHTS IN THE EVENT OF A DISPUTE BETWEEN US, INCLUDING THE RIGHT TO A JURY TRIAL.**

You have the right to terminate our representation at any time. We have the same right, subject to an obligation to give you reasonable notice to arrange alternative representation. In either circumstance, you agree to secure new counsel to represent you as quickly as possible and to cooperate fully in the substitution of the new counsel

Hilda Cantu Montoy, Interim City Attorney
City of Madera
November 11, 2019
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as counsel of record. Notwithstanding the termination of our representation, you will remain obligated to pay to us all fees and costs incurred previously.

You agree that we may, in our discretion, maintain all or part of your client file in electronic format. The firm may store part or all of your documents using secure cloud storage services. If so, the firm will apply all reasonable methods to maintain the confidentiality of your files, just as it does for your non-digital information. Your data will be password protected and encrypted using currently available technology. Clients requiring information from their files may obtain that information only by written request to us.

You also agree that following termination of our attorney-client relationship, we will not be required to maintain your client file for more than two years. If you ask us to deliver your file to you, you agree that delivery of an electronic version, together with any materials that cannot be saved electronically, satisfies our obligation to release all your client papers and property to you. Two years after termination of our relationship, and after reasonable notice, you agree that we will be free to destroy your client file, including all electronic records. We may also discharge our obligation to maintain your file before two years expire by mailing a copy to you at your address last known to us. You agree that "reasonable notice" means our mailing a notice of our intent to destroy your client file to you at that address.

I apologize for the formality of this letter, but we are required by California law to provide this information to you in writing. We are also required to inform you that we currently maintain professional liability insurance coverage.

Please review the foregoing and, if it meets with your approval, execute it and return it to me. If you have any questions, please feel free to call me at the direct-dial number above.

Hilda Cantu Montoy, Interim City Attorney
City of Madera
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Thank you for the opportunity to represent you!

Very truly yours,

Michael G. Colantuono

MGC:mgc

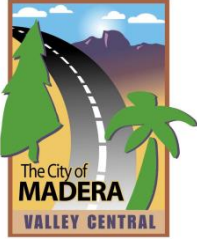
On behalf of City of Madera, I agree to retain Colantuono, Highsmith & Whatley, PC to provide legal services as set forth above.

Signature

Date: _____, 2019

By: _____

Title: _____



REPORT TO CITY COUNCIL

Approved by:

Don Whisen

Department Director

Armando Rodriguez

City Administrator

Council Meeting of: Dec 4, 2019

Agenda Number: B-12

SUBJECT:

Consideration of a Resolution to request approval of the list of authorized signers for the City's bank accounts and directing that no less than two authorized signers shall approve payments from the City's accounts

RECOMMENDATION:

Staff recommends the City Council (Council) approve the attached Resolution authorizing the list of signers for the City's accounts and directing that no less than two authorized signers shall approve payments from the City's accounts.

DISCUSSION:

It has been the practice of the City to require two authorized signatures on all payments from City accounts. Historically, the City requires two signatures for the following accounts:

- Main Checking Account
- Parking Ticket Revenue Account
- Special Program Income Account (State Block Grant Program Income)
- Payroll Account
- Successor Agency Checking Account (former Madera Redevelopment Agency)

The City currently has two critical vacancies in its Finance Department, the Director of Financial Services and the Financial Services Manager positions, which has created a void in terms of who is authorized to sign. The City's Director of Financial Services position became vacant in June 2019. The City's Financial Services Manager at that time, Susan O'Haro, agreed to serve as the City's Interim Director of Financial Services and cover both positions. Ms. O'Haro recently

resigned her position with the City to move out of state, reducing the number of individuals that may sign on the various accounts.

Regardless, staff recommends that the City continue to require two signatures. In order to do so, the City must update the list of authorized signers. This is required primarily due to vacant positions of permanent personnel. It is recommended that the City designate the following positions as authorized signers:

- City Manager
- Director of Financial Services
- Financial Services Manager
- Accountant II (with seniority)
- Director of Human Resources

FINANCIAL IMPACT:

No direct financial impact, given that this Resolution provides for new signers and maintaining the requirement for having two signatures safeguards the City's assets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

As an alternative, the Council may authorize different positions than those identified above.

ATTACHMENTS:

1. Resolution
Exhibit A – Authorized signers

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING THE LIST OF AUTHORIZED SIGNERS FOR THE CITY BANK ACCOUNTS
AND DIRECTING THAT NO LESS THAN TWO AUTHORIZED SIGNERS SHALL
APPROVE PAYMENTS FROM THE CITY BANK ACCOUNTS**

WHEREAS, the City is required to utilize various bank accounts for the purpose of conducting its business; and

WHEREAS, the City desires to maintain proper safeguards over its financial assets through the identification of individuals authorized to approve payments from the City's accounts; and

WHEREAS, the City desires to strengthen the safeguards over its financial assets by requiring no fewer than two (2) of the authorized signers shall approve payments from the City's accounts.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders, and resolves the following:

1. The above recitals are true and correct.
2. The list of signers on the City's accounts, as shown in Exhibit A to this resolution and incorporated by reference herein, is approved.
3. That no fewer than two (2) authorized signers must approve the payment of monies from the City's accounts.
4. A signed copy of this resolution shall be forwarded to the Finance Director who shall notify the City's financial institution of the identity of the authorized signers as shown in Exhibit A to this resolution.
5. This resolution is effective immediately.

EXHIBIT A

List of Authorized Signers on the City's Bank Accounts

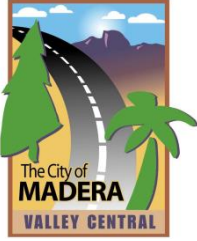
City Manager

Director of Financial Services

Financial Services Manager

Accountant II (with seniority)

Director of Human Resources



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Administrator

Council Meeting of: December 4, 2019

Agenda Number: B-13

SUBJECT:

Consideration of a Resolution Authorizing the City Manager, and three alternates nominated by the City Manager, to contract with Union Bank, N.A. and to conduct banking transactions on behalf of the City of Madera.

RECOMMENDATION:

Staff recommends the Council approve the attached resolution authorizing the City Manager, and three alternates nominated by the City Manager, to enter into a contract with Union Bank, N.A. for the purpose of conducting banking transactions on behalf of the City of Madera (City).

DISCUSSION:

The City currently contracts with Union Bank, N.A. for banking services. This Resolution will allow the City Manager, or one of the three alternates, to act on behalf of the City regarding all banking activities with Union Bank, N.A. The purpose of having three alternates is in the event the City Manager is unavailable or unable to perform his/her duties as the Bank Contracting Officer, the Director of Financial Services is unavailable or unable to perform his/her duties as a Bank Contracting Officer, and the Financial Services Manager is unavailable or unable to perform his/her duties as a Bank Contracting Officer.

Union Bank, N.A. recommends having alternates.

The City Manager has nominated the following three positions or Officers who hold or subsequently will hold the positions below to act as alternates:

- Director of Financial Services [Finance Director]

- Financial Services Manager [Accounting Manager]
- Director of Human Resources

FINANCIAL IMPACT:

Having a Bank Contracting Officer and three alternates ensures the City continuity when personnel turnover. At the same time it safeguards the City's assets as it provides for more than 1 set of eyes watching the City's accounts.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is not specifically addressed in the Vision Plan.

ALTERNATIVES:

As an alternative, the Council may authorize different positions than those identified above.

ATTACHMENTS:

1. Resolution
Exhibit A – Bank Contracting Officer and alternates

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING THE CITY MANAGER AND THREE (3)
ALTERNATES AS BANK CONTRACTING OFFICERS TO CONDUCT ALL
BANKING TRANSACTIONS ON BEHALF OF THE CITY OF MADERA**

WHEREAS, the City's operations require the use of a financial institution to perform banking and other financial functions; and

WHEREAS, the City maintains a list of bank contracting officers for its bank accounts as shown in Exhibit A, attached to this resolution and incorporated by reference herein; and

WHEREAS, the City desires to establish a total of four (4) Bank Contracting Officers who are able to perform all banking transactions up to and including opening and closing accounts, and

WHEREAS, the City desires to have three (3) backup Bank Contracting Officers in the event the principal Bank Contracting Officer is unavailable, and 2 alternate Bank Contracting Officers are unavailable, the final Bank Contracting Officer shall act on behalf of the City of Madera.

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

1. The above recitals are true and correct.
2. The City Manager is designated to serve as the principal Bank Contracting Officer and as such is authorized to conduct all banking business for the City of Madera.
3. In the event the City Manager is unavailable or unable to perform his/her duties as the Bank Contracting Officer then one alternate Bank Contracting Officer on the list shall act on the behalf of the City of Madera.
4. The list of Bank Contracting Officers as shown in Exhibit A is approved.
5. A signed copy of this resolution shall be forwarded to the Director of Financial Services, who shall execute the documents required under the agreement.
6. This resolution is effective immediately.

EXHIBIT A

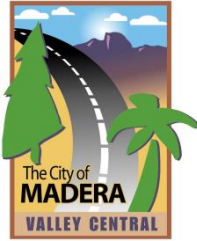
List of Bank Contracting Officer and Alternates

City Manager

Director of Financial Services

Financial Services Manager

Director of Human Resources



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

for the

Council Meeting of: December 4, 2019

Agenda Number: C-1

SUBJECT:

Conduct Public Hearing and Consider Waiving Full Reading and Introducing "An Ordinance of the City of Madera Rezoning One Parcel Encompassing Approximately 0.29 Acre Located Approximately 450 feet north of the Northwest Corner of the Intersection of Sherwood Way and Owens Street from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District and Approval of a Negative Declaration"

RECOMMENDATION:

The Planning Commission (Commission) and staff recommend that the City Council (Council), conduct a public hearing, and after considering public testimony and deliberations, approve the Negative Declaration, and introduce "An Ordinance of the City Council of the City of Madera Approving Rezone 2019-05 Amending the Official City of Madera Zoning Map to Rezone approximately 0.29 Acre of Property (APN 003-210-029) Located Approximately 450 Feet North of the Intersection of Owens Street and Sherwood Way to the PD 3000 (Planned Development) Zone District" by title only and waiving full reading.

SUMMARY:

On November 12, 2019 the Commission adopted a resolution (Attachment 4) recommending to the Council the adoption of an ordinance rezoning the subject property from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District. The subject property encompasses approximately 0.29 acre. In conjunction with the rezoning request, the Commission approved a precise plan allowing for the development of a 4-unit apartment complex (Attachment 2) and an environmental document (Attachment 3). The precise plan is considered contingent upon the adoption of the ordinance.

DISCUSSION:

The applicant proposes to develop a residential fourplex on the subject property. The property has a General Plan land use designation consistent with residential uses. In order to move forward with development of a residential fourplex on the property in question, a rezone must be approved. Development of the residential fourplex will be consistent with the development standards of the PD-3000 (Planned Development) Zone District and the goals and policies of the General Plan as it relates to residential development. The rezoning provides consistency between the General Plan and zoning.

Rezone

The subject property is proposed to be rezoned into the PD-3000 Zone District. The PD Zone District is designed to authorize and regulate density of condominiums, cooperatives, planned developments, and other residential subdivisions. The PD Zone District is also intended to allow the use of special design criteria for maximum utility of the site and to allow maximum design flexibility normally not allowed within the standard R (Residential) Zone District.

Public Infrastructure

Public infrastructure and utilities required by the Municipal Code and the General Plan are available to serve the proposed residential fourplex. Existing infrastructure includes sewer, storm drainage and street infrastructure consistent with the City's master plans. Improvements to existing infrastructure may be required as a component of development of the residential fourplex.

CEQA

The rezoning and negative declaration currently under review act as the first step in the eventual development of the site and is subject to compliance with the California Environmental Quality Act (CEQA). The Commission approved the precise plan for development of the residential fourplex contingent upon approval of a Negative Declaration and Ordinance rezoning the subject property by the Council.

FINANCIAL IMPACT:

The applicant paid \$9,230.00 in entitlement fees to offset the costs associated with processing this rezoning request, 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 the development of a residential fourplex, 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 project supports one of the four core vision statements in the Vision Plan, "A Well-Planned City." The Council, by considering how the neighborhood 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 and commercial components."

ALTERNATIVES:

The Council may consider alternatives other than staff's recommendation for approval of the introduction of the rezone ordinance and negative declaration. Those include:

1. Denial of the request for the rezone and negative declaration. Should the request be denied, the subject property would remain within the current zoning and the contingently approved precise plan would extinguish.
2. Continuing the item with direction to staff to provide additional information so as to follow the Council time to digest that information in advance of a decision.

3. Provide staff with other alternative directives.

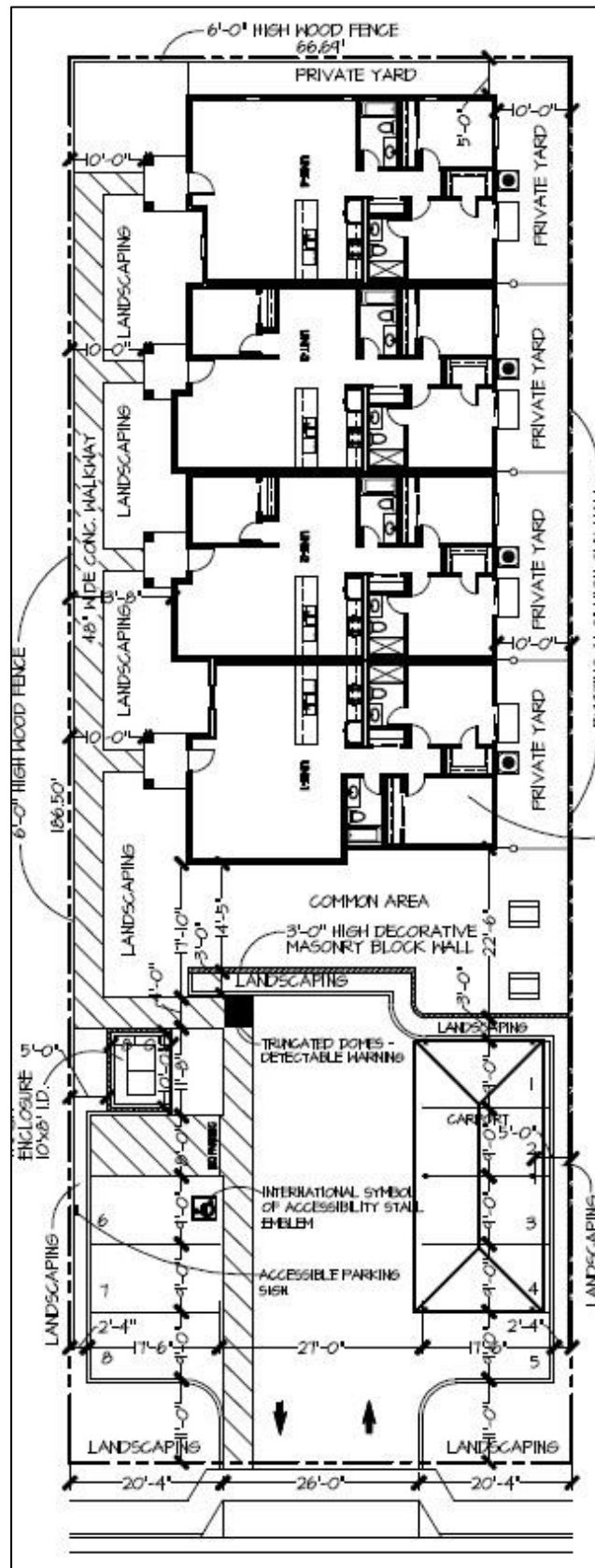
ATTACHMENTS:

1. Aerial Map
2. Precise Plan Site Plan
3. Negative Declaration
4. Planning Commission Resolution No. 1848
Exhibit A – Zoning map
5. Rezone Ordinance
Exhibit A – Zoning Map

Attachment 1: Aerial Map



Attachment 2: Precise Plan Site Plan



CITY OF MADERA

INITIAL STUDY / ENVIRONMENTAL CHECKLIST

I. BACKGROUND AND PROJECT DESCRIPTION

1. **Application No.:**
Rezone 2019-05 and Precise Plan 2019-08
2. **Project Title:**
Parra Fourplex
3. **Lead Agency Name and Address:**
City of Madera, 205 W. 4th St., Madera, CA 93637
4. **Contact Person and Phone Number:**
Rob Holt – (559) 661-5434
5. **Project Location:**
East side of Owens Street, approximately 450 feet north of its intersection with Sherwood Way
6. **Project Applicant's/Sponsor's Name and Address:**
Applicant: Terry Armentrout, 18290 Ridgedale Drive, Madera, CA 93638
7. **General Plan Designation:**
MD (High Density)
8. **Zoning:**
Current: C1 (Light Commercial) Proposed: PD-3000 (Planned Development)
9. **Project Background:**
The proposal is an application for a rezone and precise plan for the development of a fourplex. The rezone would allow for the change of zoning of the properties from the C1 (Light Commercial) Zone District to the PD-3000 (Planned Development) Zone District. The precise plan would allow for the construction of a fourplex multifamily building including a parking field with an architecturally-compatible carport, private backyards for each unit and a common open space area at the front of the building.
10. **Public Agencies Whose Approval or Review Is Required:**
Madera Irrigation District, Madera Unified School District and San Joaquin Valley Air Pollution Control District.
11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?**
California Native American tribes traditionally and culturally affiliated with the project area did not request consultation pursuant to Public Resources Code Section 21080.3.1.

II. ENVIRONMENTAL SETTING

The project site is vacant residentially-zoned land immediately south of the Arborpoint apartment complex and east of a commercial retail center. A mix of high- and low-density residential development lies to the south. Rural residential development lies directly west of the project site. The project site encompasses approximately 0.29 acres and access will only be provided from Owens Street.



III. ENVIRONMENTAL CHECKLIST

Environmental Factors Potentially Affected by the Project: Some of the environmental factors checked below would be potentially affected by this project, although none of the environmental factors have a "Potentially Significant Impact" or "Potentially Significant Impact Unless Mitigation Incorporation," as indicated by the checklist on the following pages.

✓	Aesthetics		Agricultural and Forest Resources	✓	Air Quality
	Biological Resources		Cultural Resources	✓	Energy
	Geology / Soils	✓	Greenhouse Gas Emissions		Hazards and Hazardous Materials
	Hydrology / Water Quality		Land Use / Planning		Mineral Resources
	Noise	✓	Population / Housing		Public Services
	Recreation		Transportation		Tribal Cultural Resources
✓	Utilities/Service Systems		Wildfire		Mandatory Findings of Significance

IV. DETERMINATION

On the basis of this initial evaluation:

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

Signature: _____

Date: _____

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				✓
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				✓
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			✓	
Discussion The project would not affect a scenic vista or have an overall adverse visual impact on the immediate area. The project would not affect a scenic highway and would not have an overall adverse visual impact on any scenic resources. The project would result in some sources of light and the anticipated residential development will add additional sources of light. The project would conform with and incorporate General Plan policies and requirements. No additional analysis is required. Less than Significant Impacts d) There will be an increase in light and glare and other aesthetic impacts associated with the development as a result of the project, although it will be a less than significant impact upon implementation of City standards. The overall impact of additional light and glare will be minimal. No Impacts a. The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista. b) The project will not substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) The project will not substantially degrade the existing visual character or quality of the site and its surroundings. The project does not also conflict with applicable zoning and other regulations governing scenic quality.				
2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement Methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				✓
Discussion The project site is located on land identified as "Urban and Built-Up Land" on the 2016 California Farmland Mapping and Monitoring Program map. No Impacts				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. The project site is identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map, which includes land that is occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. The project site has been identified for residential use within the City of Madera General Plan, and the land is not currently being utilized for agricultural purposes. b) The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property. c) The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because the project property is not defined as forest land (as defined by Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)). d) The project would not result in the loss of forest land or conversion of forest land to a non-forest use because the parcel is not defined as forest land (as defined by Public Resources Code Section 12220(g)). e) The project, which will develop an eight-unit apartment complex, will not involve other changes in the existing environment, due to the project property’s location or nature, that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to non-forest use.				
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✓	
c) Expose sensitive receptors to substantial pollutant concentrations?			✓	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			✓	

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>Discussion</u> The project site is located within the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by the San Joaquin Valley Air Pollution Control District (SJVAPCD). The region is classified as a State and Federal non-attainment area for PM10 (airborne particulate matter with an aerodynamic diameter of less than 10 microns), and ozone (O3). Air quality is determined by the type and amount of contaminants emitted into the atmosphere, the size and topography of the SJVAB, and its meteorological conditions. National and state air quality standards specify the upper limits of concentrations and duration in the ambient air for O3, CO, nitrogen dioxide (NO2), PM10, sulfur dioxide (SO2) and lead (Pb). These are “criteria pollutants.” The SJVAPCD also conducts monitoring for two other state standards: sulfate and visibility. The State of California has designated the project site as being a severe non-attainment area for 1-hour O3, a non-attainment area for PM10, and an attainment area for CO. The EPA has designated the project area as being an extreme non-attainment area for 1-hour O3, a serious non-attainment area for 8-hour O3, a serious non-attainment area for PM10, and a moderate maintenance for CO. The project would not conflict with or obstruct the implementation of applicable Regional Air Quality Control Plans. Similarly, the project will be evaluated to determine required compliance with District Rule 9510, which is intended to mitigate a project’s impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit and Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. Demonstration of compliance with District Rule 9510, including payment of all applicable fees before issuance of the first building permit would be made a condition of project approval. Short-term construction impacts on air quality, principally from dust generation, will be mitigated through watering. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to SJVAPCD review. Construction equipment will produce a small amount of air emissions from internal combustion engines and dust. The project will not violate any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors. The proposed General Plan amendment and rezoning for the project site, and the development of the project site will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. All phases of site development will				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
conform with and incorporate General Plan policies and requirements. All phases of development will similarly conform with and implement regional air quality requirements. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project site will be evaluated and addressed on a project-by-project basis.				
<u>Less than Significant Impacts</u> a) According to the San Joaquin Valley Air Pollution Control District (SJVAPCD), the project is subject to some District Rules. The project will not conflict with or obstruct implementation of the applicable air quality plan. b) According to the SJVAPCD, the project would have a less than significant impact on air quality when compared to the significance thresholds of the following annual criteria pollutant emissions: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides in nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5). c) The project would not expose sensitive receptors to substantial pollutant concentrations. d) The development of the project would not result in other emissions, such as those leading to odors adversely affecting a substantial number of people.				
4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporat ed	Less Than Significan t Impact	No Impact
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?				✓
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				✓
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				✓
<u>Discussion</u> With the preparation of the City of Madera General Plan, no threatened or endangered species were identified in the project area. There is no record of special-status species in the project area. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan and its EIR; therefore, impacts in this category are not anticipated to exceed the impacts addressed in those documents. The project site is void of any natural features, such as seasonal drainages, riparian or wetland habitat, rock outcroppings, or other native habitat or associated species. Development of the site would not conflict with any local policies or ordinances protecting biological resources, or conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. <u>No Impacts</u> a) The project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. b) The project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. c) The project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. e) The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. f) The project does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.				
5. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in Section 15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				✓
c) Disturb any human remains, including those interred outside of formal cemeteries?				✓
Discussion The project does not have the potential to cause a physical change that would affect unique historic, ethnic, or cultural values. The project would not disturb any archaeological resources. The project would not disturb any unique paleontological or geologic resources. The project would not disturb any human remains. In the event any archaeological resources are discovered during project construction, all activities shall cease and the Community Development Department shall be notified so that the procedures required by State law may be applied. No Impacts a) The project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 because there are no known historical resources located in the affected territory. b) The project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 because there are no known archaeological resources located in the affected territory. c) The project would not disturb any human remains, including those interred outside of formal cemeteries, because there are no known human remains located in the affected territory. When development occurs in the future and if any remains are discovered, the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
21083.2 and 21084.1), and all local, state, and federal regulations affecting archaeological and historical resources would be complied with.				
6. ENERGY. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			✓	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓
Less than Significant Impacts				
a) The project could utilize inefficient or unnecessary consumption of energy resources during project construction or operation, but because the project will be built to comply with Building Energy Efficiency of the California Building Code (Title 24), the project will not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.				
No Impacts b) State and local authorities regulate energy use and consumption. These regulations at the state level intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, Assembly Bill (AB) 1493 – Light-Duty Vehicle Standards, California Code of Regulations Title 24, Part 6 – Energy Efficiency Standards, California Code of Regulations Title 24, Part 11 – California Green Building Standards. The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.				
7. GEOLOGY AND SOILS. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
ii. Strong seismic ground shaking?				✓
iii. Seismic-related ground failure, including liquefaction?				✓
iv. Landslides?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Result in substantial soil erosion or the loss of topsoil?				✓
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				✓
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓
Discussion There are no known faults on the project site or in the immediate area. The project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site. Seismic hazards on the built environment are addressed in The Uniform Building Code that is utilized by the City of Madera Building Division to monitor safe construction within the City limits. No Impacts a) i. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving the rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The major active faults and fault zones occur at some distance to the east, west and south of the project site. Due to the geology of the project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the project vicinity is considered minimal.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
ii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking. Ground shaking generally decreases with distance and increases with the depth of unconsolidated alluvial deposits. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. Based on this premise and taking into account the distance to the causative faults, the potential for ground motion in the vicinity of the project site is such that a minimal risk can be assigned. iii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction. Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction. iv. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides. b) The project would not result in substantial soil erosion or the loss of topsoil. Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. Standard construction practices that comply with the City of Madera ordinances and regulations, the California Building Code, and professional engineering designs approved by the Madera Engineering Department will mitigate any potential impacts from future urban development, if any. c) The project would not be located on a geologic unit or soil that is unstable as a result of the project, and not potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. d) The project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), not creating substantial direct or indirect risks to life or property. e) The project would not have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. The City of Madera would provide necessary sewer and water systems upon project approval. f) The project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
8. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			✓	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			✓	
<u>Discussion</u> Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change. In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the California Air Resources Board (ARB), the State agency which regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. As part of the 2011 City of Madera General Plan update, the Conservation Element includes several goals, policies and programs in the Air Quality, GHG Emissions and Climate Change sections which address and promote practices that meet or exceed all state and federal standards and meet or exceed all current and future state-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policy CON-40 through 46. <u>Less than Significant Impacts</u> a) The project would not, by itself, generate significant GHG emissions or contribute to global warming because the new development that is proposed will be required to adhere to local, regional and state regulations. b) The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.				

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9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school?				✓
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				✓
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
Discussion The project will not create hazards or expose people or property to hazardous conditions. The anticipated development will be consistent with the General Plan and will be delineated with the accompanying precise plan. No impacts a) The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. b) The project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school. d) The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment. e) The project site is not located within an airport land use plan and would result in a safety hazard or excessive noise for people residing or working in the project area. f) The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. g) The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildfires.				
10. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				✓
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
river or through the addition of impervious surfaces, in a manner which would; i. Result in substantial erosion or siltation on- or off-site;				
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				✓
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or				✓
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?				✓
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓
<u>Discussion</u> The project would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project would not change any drainage patterns or stream courses, or the source or direction of any water movement. During construction, the project site may be exposed to increased soil erosion from wind and water. Dust control would be used during construction. With completion of the project, the project would not bring about erosion, significant changes in topography or unstable soil conditions. The project would not expose people or property to water-related hazards. Standard construction practices and compliance with City ordinances and regulations, The Uniform Building Code, and adherence to professional engineering design approved by the Madera Engineering Department would mitigate any potential impacts from this project. This development would be required to comply with all City ordinances and standard practices which will assure that storm water would be adequately drained into the approved storm water system. The project would not create any impacts on water quality. Based on a review of the City's FEMA maps, the site is located in Zone X and the project would not place housing or other land uses in a 100-year flood hazard area. These areas outside of the 500-year flood area. The project would not expose people or structures to a significant risk because of dam or levee failure. The project would not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
No Impacts a) The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. The development of the project site will be required to comply with all City of Madera ordinances and standard practices which assure proper grading and storm water drainage into the approved storm water systems. Any development will also be required to comply with all local, state, and federal regulations to prevent any violation of water quality standards or waste discharge requirements. b) The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. c) i. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not result in substantial erosion or siltation on- or off-site. ii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. iii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. d) The project is not located in flood hazard, tsunami or seiche zones and it will not risk release of pollutants due to project inundation. e) The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.				
11. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				✓
b) Cause a significant environmental impact due to a conflict with any land use plan,				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				
Discussion Development of the project site is consistent with the urbanization of the project site, as evaluated in the General Plan and its EIR; therefore, impacts in this category are avoided. No Impacts a) The project would not physically divide an established neighborhood. The project logically allows development to occur in an orderly manner, adjacent to future urban development. b) The project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.				
12. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
No Impacts a) The project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state. b) The project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.				
13. NOISE: Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?				✓
b) Generation of excessive ground borne vibration or ground borne noise levels?				✓
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
use airport, would the project expose people residing or working in the project area to excessive noise levels?				
<u>Discussion</u> These potential impacts were addressed in the General Plan EIR, and goals and mitigation measures were adopted to reduce potential impacts to a less than significant level. Development of the project area is consistent with the urbanization of the Madera area, as evaluated in the General Plan, and its EIR; therefore, impacts in this category are not anticipated to exceed the impacts addressed in these documents. <u>No Impacts</u> a) The project would not generate a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies. b) The project would not generate excessive ground borne vibration or ground borne noise levels. c) The project site is not located within the vicinity of a private airstrip or an airport land use plan and would not expose people residing or working in the project area to excessive noise levels.				
14. POPULATION AND HOUSING. Would the project:				
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			✓	
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				✓
<u>Discussion</u> The proposed project would not induce additional substantial growth in this area. The project site would not displace any housing. Likewise, the project would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere. <u>Less than Significant Impacts</u> a) The project does induce unplanned population growth in the area directly with the construction of eight new dwelling units, but the growth will not be substantial. <u>No Impacts</u> b) The project will not displace substantial numbers of existing people or housing which will not necessitate the construction of replacement housing elsewhere.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?				✓
b) Police protection?				✓
c) Schools?				✓
d) Parks?				✓
e) Other public facilities?				✓
<u>Discussion</u> The development of the project site would not result in substantial adverse physical impacts from new or altered public facilities. As development occurs, there would be a resultant increase in job opportunities, and a greater demand placed upon services, such as fire and police protection, and additional park and school facilities. This additional demand is consistent with the demand anticipated in the General Plan and evaluated in the General Plan EIR. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies beyond the levels anticipated in the General Plan and the Water Master Plan. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project area. The project area would be required to provide additional facilities within the development, and comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities. <u>No Impacts</u> a) The project would not result in substantial adverse physical impacts to fire protection services. b) The project would not result in substantial adverse physical impacts to fire protection services. c) The project would not result in substantial adverse physical impacts to school services. The Madera Unified School District levies a school facilities fee to assist defraying the impact of residential development. d) The project would not result in substantial adverse physical impacts to park facilities. e) The project would not result in substantial adverse physical impacts on other public facilities.				
16. RECREATION. Would the project:				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<u>Discussion</u> Residential development is consistent with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents. <u>No Impacts</u> a) The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. b) The project will include the construction of a large open space community area with a playground and two benches that would provide for recreational activities, but they will not have an adverse physical effect on the environment.				
17. TRANSPORTATION. Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?				✓
d) Result in inadequate emergency access?				✓
<u>Discussion</u> The project site was included in the General Plan and its accompanying EIR and the potential traffic generated from the eventual development of this land is considered. The goals and policies of the General Plan serve to mitigate traffic impacts that occur as a result of new development. <u>No Impacts</u>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) The project would not conflict with any program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. All pedestrian walkways will be constructed consistent with the City of Madera Engineering Department standards and Americans with Disabilities Act (ADA) standards. b) The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The project is not located within one-half mile of an existing major transit stop or along an existing high-quality transit corridor. c) The project would not substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment). d) The project would not result in inadequate emergency access.				
18. Tribal Cultural Resources. Would the project:				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				✓
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				✓
No Impacts a) The project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
landscape, sacred place, or object with cultural value to a California Native American tribe, and the project is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). b) The project is not a resource determined by the lead agency (City of Madera), in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. The project site is not listed as a historical resource in the California Register of Historical Sources.				
19. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or which could cause significant environmental effects?			✓	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				✓
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓
Discussion The City's community sewage disposal system would continue to comply with Discharge Permit requirements. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There would not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project site would be required to comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities.				
<u>Less than Significant Impacts</u> a) The project would require the construction of new water and storm water drainage facilities, but the construction would not cause significant environmental effects.				
<u>No Impacts</u> b) The project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. c) The project would result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. d) The project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. e) The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.				
20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation?				✓
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d) Expose people or structures to significant risks, including downslope or downstream				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				
Discussion The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project will be developed consistent with all regulations of the California Fire Code and would provide no impact to wildfire hazards. No Impacts a) The project would not substantially impair an adopted emergency response plan or emergency evacuation. b) The project would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. c) The project would not require the installation or maintenance of roads and will not exacerbate fire risk or result in temporary or ongoing impacts to the environment as the project is also not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. d) The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.				
21. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:				
e) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
f) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)				
g) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓
Discussion Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Population and Housing, and Utilities and Service Systems. The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project. No Impacts a) The project would not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. b) The project would not have cumulatively considerable impacts that are beyond less than significant. c) The project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.				

RESOLUTION NO. 1848

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE APPROVING REZONE 2019-05 BY REZONING APPROXIMATELY 0.29 ACRES OF PROPERTY (APN: 003-210-029), LOCATED APPROXIMATELY 450 FEET NORTH OF THE INTERSECTION OF OWENS STREET AND SHERWOOD WAY FROM THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT TO THE PD 3000 (PLANNED DEVELOPMENT) ZONE DISTRICT, AND ADOPT A NEGATIVE DECLARATION FOR THE PROJECT.

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, The City of Madera has adopted a Comprehensive General Plan Update and Environmental Impact Report, and the City of Madera is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, a proposal has been made to rezone approximately 0.29 acres of property (APN: 003-210-029), located approximately 450 feet of the intersection of Owens Street and Sherwood Way, from the C1 (Light Commercial) Zone District to the PD 3000 (Planned Development) Zone District, as shown in the attached Exhibit A; and

WHEREAS, the proposed rezone will provide the required consistency between the General Plan and Zoning Ordinance; and

WHEREAS, the rezone is compatible with the neighborhood and is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

WHEREAS, the City of Madera, acting as the Lead Agency, prepared an initial study and negative declaration for the project in compliance with the California Environmental Quality Act; and

WHEREAS, the negative declaration and rezoning were distributed for public review and comment to various local agencies and groups; and

WHEREAS, public notice of this public hearing was given by mail and published notice in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the staff report and documents submitted for the proposed project, evaluated the information and considered testimony received as a part of the public hearing process.

WHEREAS, based upon the testimony and information presented at the hearing, including the initial study and negative declaration and all evidence in the whole record pertaining to this matter, the Commission found that the negative declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgement of the City of Madera, and desires to recommend the City Council adopt the negative declaration for the project in accordance with the California Environmental Quality Act.

WHEREAS, the Commission also desires to recommend the City Council approve Rezone 2019-05.

NOW THEREFORE BE IT RESOLVED BY THE PLANNING COMMISSION OF THE CITY OF MADERA AS FOLLOWS:

1. The above recitals are true and correct.
2. The Planning Commission finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. The Planning Commission of the City of Madera has reviewed the environmental assessment and recommended adoption of a negative declaration for this project as there is no substantial evidence in the record that this project may have significant direct, indirect or cumulative effects on the environment. The Planning Commission further finds the negative declaration reflects the Planning Commission's independent judgement and analysis,

and there would be no significant effect on the environment. The Planning Commission also finds the initial study and negative declaration were timely and properly published and notices as required by CEQA and comments, if any, have been appropriately received and assessed by the City. As such, the Planning Commission recommends the City Council adopt the negative declaration for this project.

3. The Planning Commission hereby finds that proposed rezoning, as shown in Exhibit A, is consistent with the General Plan, including the goals, policies and objectives of the General Plan, and is compatible with adjacent zoning and uses.

4. The Planning Commission hereby recommends the City Council adopt an ordinance approving Rezone 2019-05, which rezone the property as indicated on the attached Exhibit A.

5. This resolution is effective immediately.

* * * * *

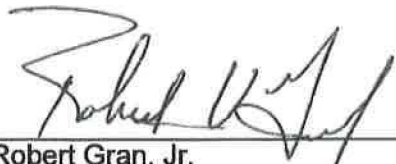
Passed and adopted by the Planning Commission of the City of Madera this 12th day of November 2019, by the following vote:

AYES: Commissioners Robert Gran Jr., Israel Cortes, Richard Broadhead, Ramon Lopez, Pamela Tyler

NOES: None

ABSTENTIONS: None

ABSENT: Commissioners Ryan Cerioni, Alex Salazar


Robert Gran, Jr.
Planning Commission Chairperson

Attest:


Arnoldo Rodriguez
City Manager

EXHIBIT A



Attachment 5: Ordinance

DRAFT ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING REZONE 2019-05 AND AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.29 ACRE OF PROPERTY (APN: 003-210-029) LOCATED APPROXIMATELY 450 FEET NORTH OF THE INTERSECTION OF OWENS STREET AND SHERWOOD WAY, TO THE PD 3000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

THE CITY COUNCIL OF THE CITY OF MADERA DOES ORDAIN AS FOLLOWS:

SECTION 1. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. The Planning Commission of the City of Madera has also reviewed the environmental assessment and recommended adoption of a negative declaration for this project. Based on the entire review and assessment, and on the basis of the whole record before it, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effects on the environment. The City Council further finds the Initial Study and Negative Declaration reflects the City Council's independent judgement and analysis, and that there would be no significant effect on the environment. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and comments, if any, have been appropriately received and assessed by the City. The City Council also finds that a Negative Declaration is appropriate for this project. As such, the City Council adopts the Negative Declaration for this project. The Director of the Planning Department is directed to file a Notice of Determination as may be warranted.

SECTION 2. The Planning Commission of the City of Madera and this Council have held public hearings upon the rezoning of this property and have 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 Madera Municipal Code.

SECTION 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

FINDINGS:

1. The proposed rezone will provide the required consistency between the general plan amendment 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 4. Based on the findings set forth below, the City Council approves Rezone 2019-05. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in Exhibit "A" which is attached hereto and incorporated by reference. Exhibit "A" reflects the segment of the City of Madera Zoning Map to be amended.

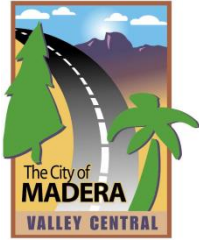
SECTION 5. Unless the adoption of this ordinance is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Director and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Director and City Clerk.

SECTION 6. 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:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: D-1

SUBJECT:

Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group and Authorizing the City Manager to Sign the Memorandum

RECOMMENDATION:

It is recommended Council adopt the resolution approving the Memorandum of Understanding (MOU) between the City of Madera (City) and the Mid-Management Employee Group (MM) and authorizing the City Manager to sign the memorandum.

SUMMARY:

The existing MOU between the City and MM expired June 30, 2019. Representatives of the City and MM met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU, attached as Exhibit 1 to the proposed resolution.

DISCUSSION:

The City and MM began negotiations in April 2019 on the terms of a successor MOU. At this time, the parties have reached a tentative agreement on the terms to be contained in the new MOU. In summary, the proposed MOU provides for the following:

- **Term:** One-year, effective through June 30, 2020.
- **Salary:** Employees will receive a two percent (2%) cost-of-living adjustment in the first pay check following adoption of the MOU by the City Council (pay date December 13, 2019).
- **Retirement:** Classic Members in the California Public Employees' Retirement System (CalPERS) will pay an additional one percent (1%) of the Employee Contribution, increasing the amount paid by the employee from 2.375% of reportable compensation to 3.375% of reportable compensation.
- **Health Insurance:** There is no change in the City's contribution to health insurance. The City's contribution is capped and employees will continue to pay the increase in health insurance premiums that became effective July 1, 2019. The premium contributions are summarized in Table 1 below.

Table 1: Monthly Health Insurance Premiums and Contributions Effective 7/1/19			
Coverage Level	Monthly Premium (Med/Dental/Vision)	Monthly Employer Contribution	Monthly Employee Contribution
Waiver		\$300.00	
EE Only	\$771.19	\$740.16	\$31.03
EE + 1	\$1,412.61	\$1,354.83	\$57.78
EE + Family	\$2,057.10	\$1,971.79	\$85.31

- *Bereavement Leave*: Employees are eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child. Clarification language has been added to include registered domestic partner in the list of eligible relations for this benefit.
- *Family Sick Leave*: Currently employees may use up to forty-eight (48) hours of personal sick leave each year to care for a family member. This will be increased to ninety-six (96) hours. This is not additional leave, but a modification in how existing leave can be used.
- *Holiday Closure*: The City will close non-safety functions of City services between Christmas Day and New Years' Day. Any employee whose position requires them to work will be credited with equivalent Holiday Time if requested in writing and approved by the City Manager. The Holiday Closure will sunset at the expiration of the MOU.

These changes as outlined are included in the proposed MOU attached as Exhibit 1 to the proposed resolution contemplated herein.

FINANCIAL IMPACT:

The financial impacts of the proposed MOU changes are presented in Table 2 below. The costs/savings associated with the salary increase and change to CalPERS contributions represent the cost/savings from the effective date of the changes, approximately 15.7 pay periods (the City has 26 pay periods per year). For purposes of placing a value on the Holiday Closure, staff assumed four (4) work days, which is equivalent to approximately 1.5% of the work hours in a standard year. The value as shown represents 1.5% of base pay for the group. Neither the cost-of-living adjustment nor the change to CalPERS contributions were included in the adopted Fiscal Year 2018/19 Budget. These adjustments will be included in the Mid Year Budget.

Table 2: Financial Impacts of Proposed MM MOU	
MOU Provision	Cost/Savings/Value
2% Cost-of-Living Adjustment	\$43,006
Classic Employees Pay 1% PERS	-\$12,837
Net Monetary Cost to City	\$30,169
Value of Holiday Closure	\$54,768
Total Value of Agreement	\$84,937

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Memorandum of Understanding Between the City of Madera and the Mid-Management Employee Group

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE MID-MANAGEMENT EMPLOYEE GROUP AND AUTHORIZING THE
CITY MANAGER TO SIGN THE MEMORANDUM

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

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Mid-Management Employee Group (MM) expired June 30, 2019; and

WHEREAS, in accordance with the Meyers Milias Brown Act, the City has met and conferred in good faith with MM representatives to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared based on the outcome of said negotiations, and such MOU is acceptable to both parties.

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

1. The above recitals are true and correct.
2. The Memorandum of Understanding between the City of Madera and the Mid-Management Employee Group for December 4, 2019 - June 30, 2020, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA
AND
THE MID-MANAGEMENT EMPLOYEE GROUP

Effective December 4, 2019 to June 30, 2020

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Article I - Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the City, and the Mid-Management Employee Group, hereinafter referred to as the Group having met and conferred in good faith do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

The purpose of this MOU is to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and members of the Group. It is also intended to provide an equitable means of resolving any misunderstanding or differences which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 - Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties, whether formal or informal, regarding any such matters are hereby terminated in their entirety.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours and other terms and conditions of employment. Otherwise existing City and Department rules, regulations and ordinances shall prevail and the City Council retains its power to legislate or take other appropriate actions not in conflict with this MOU.

Except for emergencies, the Group, if affected, shall be given reasonable advance written notice of proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 - Discrimination

Employees or prospective employees shall not be employed, promoted, discharged or in any way favored, disadvantaged or discriminated against in any respect because of race, ancestry, religious creed, color, national origin, sex, pregnancy, marital status, sexual orientation, medical condition, mental or physical disability, Veteran's status, request for family medical leave political opinion or affiliation, or association membership or activity; and, to the extent prohibited by applicable law, there shall be no discrimination because of age.

Article 4 - Employee and Employer Rights

The parties hereto agree that this Memorandum of Understanding does not, in any manner, abridge, modify or restrict the rights and prerogatives of the employees and the City as set forth in Resolution #4775 of the City of Madera and by this reference, said Resolution is incorporated herein as though set forth in full.

It is further understood and agreed that the City retains all its powers and authority to manage municipal services and the work force performing those services.

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Milius Brown Act. However, it is agreed that during the term of this MOU the City shall not be required to meet and confer on matters, which are solely a function of management, including but not strictly limited to:

1. Determining and modifying the organization of City government and its constituent work units.
2. Determining the nature, standards, levels and mode of delivery of services to be offered to the public.
3. Determining the methods, means and the numbers and kinds of personnel by which services are to be provided.
4. Determining whether goods; or services shall be made or provided by the City, or shall be purchased, or contracted for.
5. Directing employees, including scheduling and assigning work, work hours, and overtime.
6. Establishing employee performance standards and to require compliance therewith.
7. Discharging, suspending, demoting, reducing in pay, reprimanding, withholding salary increase and benefits, or otherwise disciplining employees, subject to the requirements of applicable law.
8. Relieving employees from duty because of lack of work or lack of funds or other legitimate reasons.
9. Implementing rules, regulations, and directives consistent with law and the specific provisions of this MOU.
10. All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 5 – Mid Management Group Membership

Maintenance of Membership

Any employee in this unit who has authorized Group dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU; provided however, that any employee in the unit may terminate such Group dues during the period of December 1 through December 15th of each year of the MOU by notifying the Group in writing of his/her termination of Group dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of Bargaining Group from which dues deductions are to be canceled. The letter shall be sent to Madera City Hall located at 205 W. 4th Street, ATTN: Mid Management Group. The Group will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1st of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Bargaining Group. The start or stop of membership dues deductions for individual members will be communicated by the Group to the City's Payroll Department in writing

by an authorized representative of the Group. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions from the Bargaining Group. The City will not be held liable for Group dues deductions made or terminated based on notice from an authorized Bargaining Group representative.

Group Dues Deduction

The City shall deduct from the first two (2) paychecks in each calendar month of unit employees the regular [periodic] Group membership dues as certified by an authorized official of the Bargaining Unit, pursuant to the Groups' deduction authorization form duly completed and signed by the employee, and transmit such deductions monthly to the Group. Such deduction shall be made only when the Group member's earnings for a pay period are sufficient after other legally required deductions are made. It is agreed that the City assumes no liability on account of any actions taken pursuant to this section. The Group will provide a thirty day written notice to the City's Human Resources Department of any changes in the amount of the dues.

New Employee Orientation

The City will provide the Group with two weeks advance notice (when possible) of any new employee's orientation and will give a Group representative up to 20 minutes as part of that orientation. The Group's part of the orientation will take place the 2nd work day of the new employee in an appropriate break room. The Group will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

Article 6 - Salaries and Benefits

After an employee has been at the top (F) step of their salary range for one year (on their anniversary date), the employee is eligible for a 'Y' step. The Y step equals a 2.5% increase and must be recommended per supervisor's evaluation. Five years after an individual has reached the Y step and remains frozen at a particular range/step, the employee is eligible for an additional 2.5% increase. This would then continue every five (5) years to a maximum of 10%.

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council will receive a two percent (2%) base wage increase effective the pay period beginning 11/23/2019 with pay date 12/13/2019. The salary schedule attached as Exhibit A reflects the salary plan for this unit inclusive of the 2% increase.

Article 7 - Overtime

Both the City and Mid-Management Group recognize that overtime rules are set at both the Federal and State level and these rules are not necessarily the same nor under control of the City or Group. It is the intent of the parties to comply with both Federal and State requirements on an ongoing basis. Both Federal and State regulations provide a 2-part test for determining whether a position is overtime exempt. The two parts are referred to as the duties test and the salaries test. All positions in the Mid-Management Group meet the duties test under either the 'Executive', 'Professional' or 'Administrative' exemption. As regulations change some positions will not meet the salary test at certain steps of their assigned salary range.

For any positions that do not meet either the Federal or State salary test at certain steps, employees working in those positions at those steps will be eligible for overtime pay as set by statute for all hours eligible for overtime under either the Federal or State statutes as they apply to the City of Madera. Employees may elect to accrue equivalent Compensatory Time Off (CTO)

in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. The CTO time bank for each employee shall be capped at 240 hours.

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

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

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

Employees may request to flex their regular work schedule. Approval of such requests will be at the discretion of the Department Head.

Article 8 - Holidays

The parties agree that the following (8) hour days are established as holidays with pay: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day After Thanksgiving, and Christmas Day.

The parties agree that the following half days (4 hours) are established as partial holidays with pay: Good Friday and the last work day prior to Christmas or New Year's Day.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

If an employee is required to work a special mandatory event on a paid holiday, the paid holiday may be shifted within the same pay period to a date approved by the applicable Department Head. This is not meant to address situations in which an employee may work on a paid holiday to catch

up on work or finish a project that is due, but is instead meant to capture such instances as the Parks Department's 4th of July event in which employee attendance is mandatory and necessary for the success of the event. In these instances, the event is known in advance and all arrangements should be made in advance. It is the employee's responsibility to request of his/her Department Head the appropriate day within the same pay period to shift the paid holiday to. If arrangements are not made prior to the end of the pay period in which the paid holiday occurs, the employee may not shift the paid holiday to a subsequent pay period.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Article 9 - Anniversary Date

Each employee shall receive the date known as the "employee anniversary date" as a vacation day. This day shall be added to vacation time at a straight time rate. Credit for the day will not be given until the employee's anniversary date has passed during the current fiscal year.

Article 10 - Vacation

Group employees earn vacation credits, dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period. All accrued vacation is paid to a Group member upon retirement, resignation or termination.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs. =	3.6923 hrs. per pay period
5 through 9 yrs. =	4.6156 hrs. per pay period
10 through 14 yrs. =	5.5384 hrs. per pay period
15 through 19 yrs. =	6.1538 hrs. per pay period
20 plus yrs. =	6.4615 hrs. per pay period

Vacation may be used after completing six months of continuous service. The maximum vacation employees in this group are allowed to accumulate is 360 hours.

Employees represented by this bargaining unit may request to cash out up to 40 hours of vacation each fiscal year. To be eligible for such cash out provision, employees must make their request in writing to the payroll department no later than August 31 of each year for cash out to be paid the second payroll in September. Additionally, employees must have a vacation balance of at least 160 hours to request a cash out.

Article 11 - Education Reimbursement and Education Incentive Pay

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and City Administration and a minimum passing grade of "C" as follows:

- Books: 100%
- Tuition: 100%
- No mileage reimbursement allowed

The 100% reimbursement is limited to a total of \$2,400 per fiscal year. Reimbursement request must be submitted to the Human Resources Department no later than 45 days after completion of the course.

Scheduled time off for classes not offered during off work time must use compensatory, administrative or vacation time, not to exceed six (6) hours per week.

Employees in this unit will be eligible for education incentive pay as follows. These incentives cannot be combined.

5% of base pay only for an approved Master's Degree

7% of base pay only for an approved Doctoral Degree, not to be combined with or compounded by the 5% Master's Degree incentive

To receive incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Administrator. If the Department Head fails to make a determination within ten (10) business days of the submittal of the request by the employee, the employee may forward the request directly to the Human Resources Department noting the original date of submission to the Department Head. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Administrator by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Administrator for review and consideration of approval. All approved incentives will be effective the first whole pay period following approval by the City Administrator of the request for incentive pay.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Administrator by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's field of work. The City Administrator will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Administrator in this matter shall be final and will not be grievable or appealable in any other manner.

Article 12 - Bilingual Pay

Eligibility for bilingual pay will be based on employee proficiency determined by testing. The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three.

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Service with a proficiency rating of either level four or five.

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six.

Compensation for the bilingual Tier system shall be as follows:

Tier # 1 \$150 per month	Tier # 2 \$200 per month	Tier # 3 \$250 per month

The employees currently receiving bilingual' incentive pay shall continue to receive \$50.00 per month unless they pass the CPS proficiency test at the designated level.

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$150 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$200 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$250 per month

Article 13 - Mileage Reimbursement

For authorized use of an employee's vehicle, the employee will be reimbursed per mile at the current IRS rate. A valid California driver's license and insurance coverage is required.

Article 14 - Sick Leave

Sick leave, with pay, accrues at the rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period. Rules governing sick leave use and eligibility are noted in the City of Madera Personnel Rules and Regulations manual.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use

of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 15 of this MOU.

Employees hired/promoted to the Mid-Management Group prior to 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% Of Leave
5 (min)	10	13	28
6	12.5	14	29
7	15	15	30
8	17.5	16	34
9	20	17	38
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employees hired/promoted to Mid-Management 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

The cash out provision of sick leave pertains only to retirements and positive terminations. Negative terminations (discharge) are not, eligible for cash out of sick leave. An employee has the option to convert 100% of the remaining sick leave upon retirement to PERS service credit.

Article 15 - Family Sick Leave

Sick Leave may be used up to the limit of ninety-six (96) hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)
 - 1.4. Grandparent
 - 1.5. Grandchild.
 - 1.6. Sibling.
2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need

for such services:

- 2.1. A temporary restraining order or restraining order.
- 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
- 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
- 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
- 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
- 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

This time is part of, not in addition to, the 12 days (96 Hours) of sick leave earned per year.

Article 16 – Bereavement Leave

In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked.

When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member who resides outside the State of California. Such time will be charged to sick leave, vacation leave, administrative leave or floating holiday at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Article 17 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 18 - Insurance Benefits

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

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits if they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for "Eligible Opt Out Arrangements" under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City's Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City's plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2019, the City's defined contribution towards health insurance will be capped as follows. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

Coverage Level	Monthly Employer Contribution
Waiver	\$300.00
EE Only	\$740.16
EE + 1	\$1,354.83
EE + Family	\$1,971.79

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

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

Article 19 – Retiree Paid Insurance Benefits

The City will allow retirees to continue to participate in the City health plan offerings (medical, dental, and vision) at the retirees expense until age 65 or when eligible for Medicare, whichever comes first. Both retiree and dependent coverage are available under this program. An administrative fee in an amount equal to two percent (2%) of the insurance premiums will be charged to the retiree for the City to process the benefit. In the event the administrative fee increases, retiree shall pay the higher fee. If, in the future, the City no longer offers the same insurance carrier/plan the retiree and his or her spouse will be eligible to purchase insurance coverage under the new plan.

Article 20 - Workers' Compensation

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If the employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during the work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 21 – Safety Boots

A safety boot allowance of \$150.00 shall be provided annually with the second paycheck in July to the following nine (9) positions:

- Electrical and Facilities Operations Manager
- Fleet Operations Manager
- Wastewater Treatment Plant Manager
- Water and Sewer Operations Manager
- Street & Storm Drainage Operations Manager
- Equipment Shop Supervisor
- Streets and Storm Drainage Supervisor
- Wastewater Collection System Supervisor
- Water System Supervisor
- Parks Supervisor

Employees who are hired into the above positions during the year shall receive a pro-rated paycheck based on the remaining number of months in the year. This equipment is to be worn at all times while performing City duties, except as authorized by the employee's department head.

Safety boots are classified by the Internal Revenue Service as supplemental wages and are subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Article 22 - Retirement Plan

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 23 - Deferred Compensation Plan

For members of this Group, the City pays an amount equal to 4.2% (rounded up or down) of the employee's salary into the deferred compensation plan.

Article 24 - Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such service.

Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance of certification, and not use the service for other than City Business or for City employees, or be paid an allowance of five dollars (\$5.00) per month.

Article 25 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment must be approved by the City Administrator.

Article 26 - Grievance Procedure

Definition: A grievance is defined as a complaint of an employee or a group of employees concerning the interpretation or application of the provisions of the Memorandum of Understanding or the City Personnel Rules and Regulations.

A grievance does not include concerns or complaints whereby the solution would require the exercise of legislative power such as the adoption or amendment of a resolution, rule, regulation or policy established by legislative or judicial bodies other than the City Council; concerns or complaints regarding disciplinary action of an employee who has appeal rights as expressed in the MOU or City Rules and Regulations; and/or concerns or complaints whereby the solution is within the scope of representation subject to the meet and confer process.

Step 1: An employee shall first discuss the issue with the immediate supervisor as soon as practical and in any event no later than 10 working days from the occurrence or the knowledge of the occurrence of the issue. The supervisor will review the matter and attempt to resolve the issue on a timely basis.

Step 2: If the employee is not satisfied with the response of the immediate supervisor during the informal review, the employee may submit the issue for formal review. This is accomplished by preparing a written request for review stating the specific City policy and/or provision of the applicable MOU that was improperly applied, and stating the specific resolution desired. This written request is to be submitted to the immediate supervisor for review within 5 working days of receipt of the supervisor's response during the informal review. The supervisor has 5 working days to respond to the formal grievance.

Step 3: If not satisfied with the response at Step 2, the employee may request, in writing, the matter be reviewed by the Department Head. This review must be requested within 5 working days of the receipt of the response at Step 2. The Department Head shall schedule a meeting to hear the grievance within 10 working days of receipt and shall provide a written decision within 5 working days of hearing the grievance.

Step 4: If not satisfied with the decision of the Department Head, the employee may request, in writing, the matter be reviewed by the City Administrator or designee. The request must be submitted within 5 working days of receipt of the decision at Step 3. The City Administrator will provide further review of the issue as appropriate and prepare a written response to the employee within 10 working days of receipt of the written request for review. The decision of the City Administrator or designee is final and not subject to further appeal or review.

If the employee fails to respond within the time periods provided, the grievance is withdrawn and is not subject to further review or appeal. If City management fails to respond within the time periods provided, the employee may proceed to the next step in the process. The City and the employee may mutually agree to extend the time periods discussed above or may agree to waive Steps 1-3 when the issue involves staff from more than one department or when the subject of the grievance is not within the jurisdiction of the supervisor or Department Head.

Article 27 - Corrective/Disciplinary Actions

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure, or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

Fraud in securing employment

Incompetence

Inefficiency

Inexcusable neglect of duty

Insubordination

Dishonesty

Unauthorized absence without leave

Conviction of a felony or conviction of a misdemeanor involving moral turpitude

Continued or flagrantly discourteous treatment of the public or another employee

Improper political activity

Misuse or theft of City property

Violation of City rules, regulations, policies, procedures or ordinances

Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest

Falsifying, and/or unauthorized removal or destruction of City records

Unauthorized possession of firearms or explosives

Harassment (sexual or otherwise) of another employee or member of the public

Gambling on duty or while on City property

Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises

Excessive tardiness

Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is subject to appeal only by sworn staff.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions is based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee group. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 28 - Unwritten Conditions

All other conditions of employment shall not be affected by the absence of comment in this agreement.

Article 29 - Notice of Future Meet and Confer

The Group shall serve upon the City Administrator a written request to meet and confer no later than May 1, 2019, to initiate improvements or changes in wages, hours or other terms and

conditions of employment for members of the Group, which would take effect on or after July 1, of 2019. Such a request shall contain all of the changes in wages, hours, and other terms and conditions of employment proposed by the Group to take effect on or after July 1st of the Fiscal Year.

Article 30 - Severability

It is understood and agreed that this Memorandum of Understanding is subject to all present and future Federal and State laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. if any part of this Memorandum of Understanding is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable provisions of Federal or State laws or regulations, or otherwise held to be invalid or unenforceable by any tribunal of competent jurisdiction, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this Memorandum of Understanding shall not be affected thereby and shall remain in full force and effect.

Article 31 - Term

This MOU shall be effective December 4, 2019 and shall remain in full force and effect until June 30, 2020 unless otherwise identified in this agreement.

Article 32 - Holiday Closure

Contingent upon approval of this same provision by the Madera Affiliated City Employees' Association representing the General Bargaining Unit, the City will close non-safety functions of City services between Christmas Day (December 25, 2019) and New Years' Day (January 1, 2020). The City will provide for employees who are not normally required to work on holidays their normally scheduled work days between December 25, 2019 and January 1, 2020 as days off with no loss in pay.

For any employee whose position with the City requires they work a normally scheduled shift during the dates identified above, the equivalent number of hours may be banked as Holiday Time to be used at a later date with prior approval of the City Manager. Such approval must be requested in writing before December 15, 2019.

Article 32 shall be applicable solely during the term of this MOU which terminates on June 30, 2020. It shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

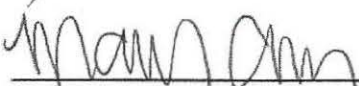
SIGNATURES

MID-MANAGEMENT REPRESENTATIVES



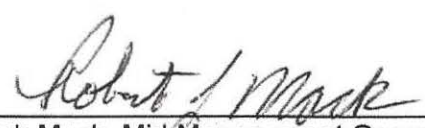
John Dalrymple, CEA

11-26-19
Date



Mary Church, Mid-Management Group President

11/26/19
Date



Bob Mack, Mid-Management Group Vice President

Date

11/26/19

CITY REPRESENTATIVE

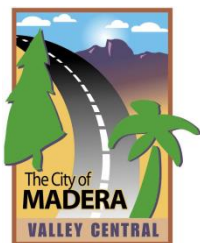
Arnoldo Rodriguez, City Manager

Date

Mid Management Employee Group
Salary Schedule Effective Pay Period Beginning 11/23/2019 with Pay Date 12/13/2019

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Accountant I	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Accountant II	362	\$2,038.21	\$2,140.10	\$2,246.98	\$2,359.35	\$2,477.22	\$2,601.08
Administrative Analyst I	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Administrative Analyst II (contingent on Council approval of classification)	386	\$2,297.42	\$2,412.29	\$2,532.66	\$2,659.51	\$2,792.36	\$2,931.71
Assistant Engineer	377	\$2,196.53	\$2,306.41	\$2,421.28	\$2,542.64	\$2,669.50	\$2,803.35
Associate Civil Engineer	397	\$2,426.77	\$2,548.14	\$2,675.50	\$2,809.34	\$2,949.69	\$3,097.02
Associate Planner	368	\$2,100.14	\$2,205.02	\$2,315.40	\$2,430.77	\$2,552.63	\$2,679.99
Communications Specialist	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Deputy City Engineer	463	\$3,372.71	\$3,541.52	\$3,718.32	\$3,904.61	\$4,099.40	\$4,304.67
Electrical and Facilities Operations Manager	421	\$2,735.43	\$2,872.27	\$3,015.61	\$3,166.44	\$3,324.77	\$3,491.08
Engineering Project Manager	419	\$2,707.96	\$2,843.81	\$2,985.65	\$3,134.98	\$3,291.80	\$3,456.62
Executive Secretary	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Executive Secretary to City Administrator	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Financial Services Manager	446	\$3,098.52	\$3,253.35	\$3,416.16	\$3,586.97	\$3,766.27	\$3,954.56
Fleet Operations Manager	404	\$2,513.18	\$2,638.54	\$2,770.39	\$2,909.23	\$3,054.57	\$3,207.40
Grant Analyst	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Human Resources Technician	290	\$1,423.40	\$1,494.32	\$1,569.24	\$1,647.65	\$1,730.06	\$1,816.46
Human Resources Technician II	310	\$1,572.23	\$1,651.15	\$1,733.55	\$1,820.46	\$1,911.35	\$2,006.75
Legal Assistant	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Neighborhood Preservation Supervisor	380	\$2,229.50	\$2,340.87	\$2,457.74	\$2,581.10	\$2,709.96	\$2,845.30
Network Administrator	389	\$2,331.88	\$2,448.25	\$2,570.61	\$2,699.47	\$2,834.32	\$2,976.16
Paralegal Office Administrator	372	\$2,142.09	\$2,249.47	\$2,361.85	\$2,479.71	\$2,604.08	\$2,733.93
Park Planning Manager	426	\$2,804.35	\$2,944.69	\$3,092.03	\$3,246.35	\$3,408.67	\$3,578.98
Parks Supervisor	335	\$1,781.50	\$1,870.40	\$1,963.79	\$2,062.18	\$2,165.07	\$2,273.45
Procurement Services Manager	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Program Manager-Grants	366	\$2,079.16	\$2,183.05	\$2,292.43	\$2,406.80	\$2,527.16	\$2,653.52
Recreation/Community Programs Manager	390	\$2,343.37	\$2,460.74	\$2,583.60	\$2,712.95	\$2,848.30	\$2,991.14

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Recreation/Community Programs Supervisor	353	\$1,948.81	\$2,046.20	\$2,148.09	\$2,255.47	\$2,368.34	\$2,486.71
Redevelopment Agency Secretary	342	\$1,844.43	\$1,936.82	\$2,033.72	\$2,135.10	\$2,241.98	\$2,354.36
Redevelopment Manager	427	\$2,818.33	\$2,959.18	\$3,107.51	\$3,262.84	\$3,425.65	\$3,596.96
Safety Officer	358	\$1,997.76	\$2,097.64	\$2,202.53	\$2,312.90	\$2,428.27	\$2,549.64
Senior Civil Engineer	427	\$2,818.33	\$2,959.18	\$3,107.51	\$3,262.84	\$3,425.65	\$3,596.96
Senior Planner	429	\$2,846.80	\$2,989.14	\$3,138.48	\$3,295.30	\$3,460.11	\$3,632.92
Solid Waste Manager	353	\$1,948.81	\$2,046.20	\$2,148.09	\$2,255.47	\$2,368.34	\$2,486.71
Streets & Storm Drainage Ops. Manager	385	\$2,285.93	\$2,399.80	\$2,520.17	\$2,646.03	\$2,778.38	\$2,917.22
Streets & Storm Drainage Supervisor	340	\$1,826.45	\$1,917.35	\$2,013.24	\$2,114.13	\$2,220.01	\$2,330.88
Tyler Munis Implementation Project Manager	408	\$2,563.62	\$2,691.98	\$2,826.33	\$2,967.67	\$3,116.00	\$3,271.83
Utility Billing Supervisor	334	\$1,772.51	\$1,860.91	\$1,954.31	\$2,051.70	\$2,154.58	\$2,261.96
Waste Water Treatment Plant Manager	459	\$3,306.29	\$3,471.60	\$3,644.91	\$3,827.20	\$4,018.49	\$4,219.76
Wastewater Collection System Supervisor	346	\$1,881.89	\$1,975.78	\$2,074.67	\$2,178.55	\$2,287.43	\$2,401.80
Water & Sewer Operations Manager	423	\$2,762.90	\$2,900.74	\$3,046.08	\$3,198.41	\$3,358.23	\$3,526.04
Water Meter & Conservation Supervisor	340	\$1,826.45	\$1,917.35	\$2,013.24	\$2,114.13	\$2,220.01	\$2,330.88
Water System Supervisor	365	\$2,068.68	\$2,172.06	\$2,280.94	\$2,394.81	\$2,514.68	\$2,640.53



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: December 4, 2019

Agenda Number: D-2

SUBJECT:

Consideration of Adopting a Resolution Approving a Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association Representing the General Bargaining Unit and Authorizing the City Manager to Sign the Memorandum

RECOMMENDATION:

It is recommended Council adopt the resolution approving the Memorandum of Understanding (MOU) between the City of Madera (City) and the Madera Affiliated City Employees' Association (MACEA) and authorizing the City Manager to sign the memorandum.

SUMMARY:

The existing MOU between the City and MACEA expired June 30, 2019. Representatives of the City and MACEA met and conferred in good faith through the collective bargaining process and have reached agreement on the terms of a new MOU, attached as Exhibit 1 to the proposed resolution.

DISCUSSION:

The City and MACEA began negotiations in April 2019 on the terms of a successor MOU. At this time, the parties have reached a tentative agreement on the terms to be contained in the new MOU. In summary, the proposed MOU provides for the following:

- *Term:* One-year, effective through June 30, 2020.
- *Salary:* Employees will receive a two percent (2%) cost-of-living adjustment in the first pay check following adoption of the MOU by the City Council (pay date December 13, 2019).
- *Retirement:* Classic Members in the California Public Employees' Retirement System (CalPERS) will pay an additional one percent (1%) of the Employee Contribution, increasing the amount paid by the employee from 2.375% of reportable compensation to 3.375% of reportable compensation.
- *Health Insurance:* There is no change in the City's contribution to health insurance. The City's contribution is capped and employees will continue to pay the increase in health

insurance premiums that became effective July 1, 2019. The premium contributions are summarized in Table 1 below.

Table 1: Monthly Health Insurance Premiums and Contributions Effective 7/1/19			
Coverage Level	Monthly Premium (Med/Dental/Vision)	Monthly Employer Contribution	Monthly Employee Contribution
Waiver		\$300.00	
EE Only	\$771.19	\$740.16	\$31.03
EE + 1	\$1,412.61	\$1,354.83	\$57.78
EE + Family	\$2,057.10	\$1,971.79	\$85.31

- *Bereavement Leave*: Employees are eligible for up to three (3) days of non-chargeable bereavement leave in the event of the death of the employee's parent, spouse or child. Clarification language has been added to include registered domestic partner in the list of eligible relations for this benefit.
- *Family Sick Leave*: Currently employees may use up to forty-eight (48) hours of personal sick leave each year to care for a family member. This will be increased to ninety-six (96) hours. This is not additional leave, but a modification in how existing leave can be used.
- *Holiday Closure*: The City will close non-safety functions of City services between Christmas Day and New Years' Day. Any employee whose position requires them to work will be credited with equivalent Holiday Time if requested in writing and approved by the City Manager. The Holiday Closure will sunset at the expiration of the MOU.
- *Jury Duty*: Employees will not be required to report to work prior to reporting to jury duty.
- *Response Time for Items Placed in Personnel File*: The amount of time for an employee to submit a response to any item being placed in their personnel file will increase from twenty (20) days to thirty (30) days.

These changes as outlined are included in the proposed MOU attached as Exhibit 1 to the proposed resolution contemplated herein.

FINANCIAL IMPACT:

The financial impacts of the proposed MOU changes are presented in Table 2 below. The costs/savings associated with the salary increase and change to CalPERS contributions represent the cost/savings from the effective date of the changes, approximately 15.7 pay periods (the City has 26 pay periods per year). For purposes of placing a value on the Holiday Closure, staff assumed four (4) work days, which is equivalent to approximately 1.5% of the work hours in a standard year. The value as shown represents 1.5% of base pay for the group. Neither the cost-of-living adjustment nor the change to CalPERS contributions were included in the adopted Fiscal Year 2018/19 Budget. These adjustments will be included in the Mid Year Budget.

Table 2: Financial Impacts of Proposed MACEA MOU	
MOU Provision	Cost/Savings/Value
2% Cost-of-Living Adjustment	\$85,821
Classic Employees Pay 1% PERS	-\$21,274
Net Monetary Cost to City	\$64,547
Value of Holiday Closure	\$109,293
Total Value of Agreement	\$173,841.02

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Pay and benefits for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, existing agreement terms will continue until a successor MOU is agreed upon.

ATTACHMENTS:

1. Resolution
 - a. Exhibit 1: Memorandum of Understanding Between the City of Madera and the Madera Affiliated City Employees Association Representing the General Bargaining Unit

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF MADERA AND THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION
REPRESENTING THE GENERAL BARGAINING UNIT AND AUTHORIZING THE CITY MANAGER TO SIGN THE
MEMORANDUM

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

WHEREAS, a Memorandum of Understanding (MOU) between the City and the Madera Affiliated City Employees' Association (MACEA) expired June 30, 2019; and

WHEREAS, in accordance with the Meyers Milius Brown Act, the City has met and conferred in good faith with MACEA representatives to negotiate a successor MOU; and

WHEREAS, an MOU has been prepared based on the outcome of said negotiations, and such MOU is acceptable to both parties.

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

1. The above recitals are true and correct.
2. The Memorandum of Understanding between the City of Madera and the Madera Affiliated City Employees' Association representing the General Bargaining Unit for December 4, 2019 - June 30, 2020, attached as Exhibit 1, is approved.
3. The City Manager is authorized to sign the Memorandum of Understanding on behalf of the City of Madera.
4. This resolution is effective immediately upon adoption.

* * * * *

GENERAL BARGAINING UNIT

MEMORANDUM OF UNDERSTANDING

BETWEEN

ASSOCIATION THE MADERA AFFILIATED CITY EMPLOYEES' ASSOCIATION

AND

THE CITY OF MADERA

Effective December 4, 2019 to June 30, 2020

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Article I – Introduction

The duly authorized representatives of the City of Madera, hereinafter referred to as the “City”, and the Madera Affiliated City Employees’ Association, hereinafter referred to as the “Association”, having met and conferred in good faith, do hereby jointly prepare and execute this Memorandum of Understanding (MOU).

It is the purpose of this MOU to affirm, promote and provide for harmonious relations, cooperation and understanding between the City and the employees covered by the agreement. It is also intended to provide an equitable means of resolving any misunderstanding or differences, which may arise regarding wages, hours and other terms and conditions of employment.

Article 2 – Full Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein, and any other existing understanding or agreement by the parties whether formal or informal, regarding any such matters are hereby terminated.

This MOU shall govern in case of conflict with provisions of existing City and Department rules, regulations, and ordinances pertaining to wages, hours, and other terms and conditions of employment. Otherwise, existing City and Department rules, regulations and ordinances shall be effective and the City Council retains its power to legislate or take other appropriate actions not in conflict with the MOU.

Except for emergencies, the Association if affected shall be given reasonable advance written notice, not less than two weeks, of the proposed modification or adoption of any rule, regulation, or ordinance directly related to matters within the scope of representation and shall be given the opportunity to meet and confer with the City prior to adoption.

Article 3 – Recognition

Pursuant to Section 3500-3510 of the Government Code of the State of California, the Association is hereby recognized as the Certified Employee Organization having exclusive representation for all employees whose classifications are in the representation units designated as General. The classes and negotiated salaries in this unit are listed in the Exhibit A, attached hereto.

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purpose set forth in, and to adhere to the conditions and clauses set forth in this MOU.

No lock-out of employees shall be instituted by the City during the term of this Agreement. No strike of City employees shall be caused or encouraged by the Association during the term of this Agreement.

Article 4 – Non-Discrimination

No employee covered by the Agreement shall be discriminated against by the City, or by the Association by reason of race, color, religion, sex, age, national origin, disability, political affiliation or sexual orientation. The City will not interfere or discriminate in any way against any employee by reason of membership in the Association.

Article 5 – Management Rights

The City recognizes its obligations to meet and confer in good faith in accordance with the Meyers Miliias Brown Act. However, it is understood and agreed that the City retains all its powers and authority to manage municipal services and the workforce performing those services. It is agreed that during the term hereof the City shall not be required to meet and confer on matters which are solely a function of management, including but not strictly limited to:

- Determine and modify the organization of City government and its constituent work unit.
- Determine the nature, standards, levels and mode of delivery of services to be offered to the public.
- Determine the budget, organization, merits, necessity, methods, means, numbers, classification and kinds of personnel by which services are to be provided.
- Determine what types of goods or services shall be made or provided by the City.
- Supervise and direct the work of employees.
- Discharge, suspend, demote, reduce in pay, reprimand, withhold salary increase and benefits, or otherwise discipline employees, subject to just cause and the requirements of applicable law.
- Relieve employees from duty because of lack of work or lack of funds or other legitimate reasons.
- Implement rules, regulations, and directives consistent with law and the specific provisions of this MOU.
- Take all necessary actions to protect the public and carry out its mission in emergencies.

- All City rights formerly or presently claimed or vested in the City on the effective date of this MOU, even though not specifically set forth above, are retained by the City unless clearly and explicitly modified or restricted in this MOU.

Article 6 – Association Security

The Association recognizes its obligation to cooperate with the City to assure maximum service of the highest quality and efficiency to the citizens of the City of Madera, consistent with its responsibilities to the employees it represents and as the Certified Employee Organization.

The Association recognizes its responsibility as the designated representative and agrees to represent all employees in the Unit without discrimination of any type, interference, restraint or coercion, subject to the right of such employees to represent themselves individually in their employment relations with the City.

The City will provide the Association with two weeks advance notice, or as soon as possible, of any new employee's orientation and will give an Association representative 20 minutes as part of that orientation. The Association's part of the orientation will take place the 2nd work day of the new employee in an appropriate break room. The Association will be given a new employee's name, work unit, job classification, home address, personal cell phone, rate of pay and start date prior to the employee's start date to the extent the information is available.

The Association agrees to follow City Resolution No. 4775, Article 111, Section 3.1, which requires the Association to submit any changes of information regarding the Association filed with the City by the exclusive representative, to be submitted to the Employee Relations Officer within fourteen (14) days of such change.

The Association recognizes the City Administrator for the City of Madera, or such other person as may be designated, as the designated representative of the City pursuant to Resolution No. 4775 established by the City, and agrees to meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions and proposals.

"Scope of Representation" shall include all matters relating to employment conditions and employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment except, however, that the scope of representation shall not include consideration of merits, necessity or organization of any service or activity provided by law or executive order.

The Association is the exclusive representative of all employees holding a permanent position within these classes described in this Memorandum of Understanding. However, it is understood that individuals may select to represent themselves.

Article 7 – Association Rights

The Association may designate different official representatives for the purpose of meeting and conferring regarding departmental issues and at the City level. The Association may also designate alternates to such official representatives for the purpose of specific meetings by advance notice to the City Administrator or designee.

The City shall provide release time for up to six (6) General Bargaining Unit (GBU) Stewards upon request for the following purposes:

- Investigation of grievances and potential grievances;
- Attendance at meetings of disciplinary nature when presence is requested by an employee;
- Attendance at meetings with management;
- Meet and confer sessions;
- Attendance at open meetings of Boards and Commissions that effect wages, hours and working conditions of employees in the unit.

The GBU Stewards as a group shall be allowed not more than a total of 40 hours of paid leave per year for the conduct of Association business relating specifically to the City of Madera, exclusive of the Meet and Confer process. Said release time must be approved by the employee's supervisor or department head, and such leave shall not be unreasonably denied. Leave taken under this section shall be reported to the Human Resources Department for purpose of accounting for the hours taken. For accounting purposes, clerical functions shall be included in the 40 hours. Such time is not for the purpose of Association organizing or solicitation of members.

It is agreed that efforts shall be made to minimize such release time in scheduling meetings.

The processing of a grievance shall be considered official business and the employee, along with his/her representative, shall have reasonable time and meeting facilities allocated to them.

The City shall provide bulletin board space for the Association for the purpose of communication between the Association and its membership. The Association shall also have access to City mailboxes for the purpose of distributing mail to the Association members.

The City shall furnish suitable bulletin boards for use by the City for posting announcements. Announcements for all personnel examinations, Council and Civil Service Agendas, and other matters relating to the Association/GBU and the City's concerns shall be posted on these boards. At a minimum one such board shall be in City Hall, and one in the common area at the Public Works/Parks & Community Services building.

Maintenance of Membership

Any employee in this unit who has authorized Association dues deductions on the effective date of this MOU or at any time subsequent to the effective date of this MOU shall continue to have such dues deductions made by the City during the term of this MOU, provided however that any employee in the unit may terminate such Association dues during the period of December 1 through December 15th of each year of the MOU by notifying the Association in writing of his/her termination of Association dues deduction. Such notification shall be delivered in person or by U.S. mail and should be in the form of a letter containing the following information: employee name, employee number, job classification, department name and name of the Association from which dues deductions are to be cancelled. The letter shall be sent to Madera City Hall located at 205 W. 4th Street, ATTN: Madera Affiliated City Employees' Association. The Association will provide the City's Payroll Department with the appropriate documentation to process these dues cancellations within ten (10) business days after the close of the withdrawal period. The effective date for dues cancellation will be the first full pay period after January 1st of each year.

Authorization by individual members to begin or requests to terminate dues deductions will be maintained by the Association. The start or stop of membership dues deductions for individual members will be communicated by the Association to the City's Payroll Department in writing by an authorized representative of the Association. Requests to begin dues deductions will be effective the next whole pay period following receipt by the Payroll Department of the written request to begin such deductions from the Association. The City will not be held liable for Association dues deductions made or terminated based on notice from an authorized Association representative.

The City, will, on the first 2 paydays of each month, deduct the applicable Association dues for all employees and such dues and fees shall be remitted to the Association regularly with an itemized statement within 15 business days of the withholding.

The Association shall keep the City currently informed as to the amount of dues to be deducted and such notification shall be certified to the City initially in writing over the signature of authorized Officers or Representatives of the Union.

Changes in the membership dues shall be certified to the City at least one (1) month in advance of the effective date of such changes. The City shall have no responsibility for the collection of fees, assessments, or other deductions unless such deductions are certified to the City as prescribed at least thirty (30) days in advance of the payday upon which such deduction is to be made.

The Association shall indemnify, defend and hold harmless against all claims, demands, expenses, judgments, or other liabilities on account of dues or fees collected by the City and paid over to the Association.

The Association agrees to refund to the City any amounts paid to it in error upon presentation of proper evidence thereof.

Article 8 – Employee Rights

The rights of employees, except as expressly modified herein are set forth in City ordinance and the Personnel Rules and Regulations. Execution of this MOU by the Association shall not be deemed a waiver of any Association or employee right unless the right is clearly or explicitly modified or restricted herein. In the event the City wishes to modify any adopted rules and regulations previously enjoyed by the Association or employees prior to the execution of this MOU, the City shall meet and confer with the Association prior to such modification.

Employees shall have the right to form, join, and participate in the activities of employee organizations of their own choosing for the purpose of representation of all matters of employer-employee relations regarding wages, hours and conditions of employment.

The parties hereto recognize their membership in the Association is not compulsory, that employees have the right to join or pay the agency fee, and that neither party shall exert any pressure on or discriminate against an employee regarding such matters. Employees shall have the right to represent themselves, individually, in their employment relations with the City.

No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or by an employee or any employee organization because of his exercise of any of these rights.

Representation Rights and Responsibilities - All employees in the General Unit shall be allowed, subject to lawful limitations as may be prescribed in the Association by-laws, full voice, vote and influence on positions and proposals of the Association.

The City shall consider the positions and proposals of the Association as meet and confer positions and proposals of all employees, individually and collectively in the General Unit.

Personnel Files - An official personnel file is maintained for each employee in the Human Resources Department under the direction of the Human Resources Director. All official documents pertinent to an individual's employment relationship with the City such as applications, performance evaluations, commendations, and corrective actions are maintained in the file. Personnel files are considered confidential and access is limited.

Each employee shall have the right to review his/her personnel file or authorize its review by a designated representative during normal working hours in the presence of a designee of the Human Resources Department. Employees shall have the right to have hard copies or electronic scans of the content of their personnel file made.

All documents relating to work performance, employment status and evaluations to be placed in the personnel file must be signed and dated by the submitting authority and the following will occur within five (5) working days:

- a. Employee is given notice;
- b. Employee is given a copy of the document; and
- c. Employee is given an opportunity to review and comment thereon, orally or in writing, within 30 days of notice.

If an employee disagrees with the content of a document placed in his/her personnel file, it shall be the right of the employee to submit a written response to the Human Resources Director to be attached to the document in question and included in the file.

In the event materials containing negative comments or derogatory charges against an employee are proven to be without substance through agreement or the grievance process, the material shall be destroyed or sealed as agreed. Materials previously sealed, as provided in a prior MOU, may be destroyed upon request. (Derogatory charges on performance evaluations do not apply to this process.)

Vacation, compensating time off and overtime selection by department, division, or shift shall be based upon class seniority except in cases where there are several employees, each of different classifications, then divisional seniority shall prevail. Where seniority by class is equal, the determination shall be made based upon department seniority.

Representation of Employees - the City recognizes the right of employees in the General Unit to be represented by the Association in their employer-employee relationship with the City. The City recognizes the right of an employee to request the presence of a Association representative during an investigatory interview, also known as Weingarten Rights.

Rest Periods - employees of the General unit shall be allowed a rest period not to exceed fifteen (15) minutes, once before the lunch break and once after the lunch break, without loss of compensation. Rest periods may be scheduled by the City, consistent with the workload and in accordance with the requirements of the department. The City shall not disrupt the employee's rest period with the exception of extreme circumstances. Such rest periods shall be taken at the work site unless otherwise authorized by the Department Head. Employees working at the Public Works Yard or City Hall and other office locations shall not leave the building area to take work breaks without the approval of the supervisor.

Employees assigned to crews working in the field, are to take breaks at the worksite, or as provided by the supervisor. If necessary, one employee from the work crew may leave the work site to purchase refreshments for himself/herself and other crew members

The City agrees to provide employees with a rest period, not to exceed fifteen (15) minutes, at the end of any scheduled shift, if an employee is scheduled to work two (2) or more hours of overtime, and to provide an additional rest period of the same duration between each two (2) hours of overtime worked.

Article 9 – Grievance Procedures

The purpose of the grievance and discipline appeal procedures are to establish a more harmonious and cooperative relationship between the City and its employees. It is also the policy of the City to assure employees the right to full freedom of association, self-organization and designation of representatives of their own choosing for the purpose of adjustment of their grievances, free from interference, restraint, coercion or reprisal.

A grievance is a complaint or claim by an employee, a group of employees or the Association of a violation of a right as to wages, hours, or other terms or conditions of employment. It may involve such things as work assignments, physical facilities, defective equipment, a claimed violation of established rules, well accepted and well established City-wide or department practices, alleged unfair treatment as relates to the above, and safety or health hazards.

Issues specifically excluded from appeal or having other defined methods of appeal, such as discipline appeal, complaints of discrimination or harassment in violation of State or Federal law, or an unfair labor practice, may not be grieved.

Grievance Procedure

Step 1. Informal. An aggrieved employee shall normally attempt to solve any grievance at the beginning of a problem. For this reason, to have standing, a grievance must be raised as a grievance to the supervisor within ten (10) working days of knowledge or the employee should have reasonably known of the situation giving rise to the grievance. At this step of the grievance process, it is informal, and there is no written grievance. Should the employee request Association representation at this step in the process the Human Resources Director shall be advised prior to any meeting on the grievance. If the employee is not satisfied by the supervisor's verbal response, he/she has five (5) working days from the meeting with the supervisor to request a written response. The supervisor has five (5) working days from when a written response is requested by the employee to prepare the written response.

Step 2. If the employee is not satisfied by the written response, the employee has five (5) working days to file a formal grievance by submitting a written appeal to the department head or designee. Attached is a two-sided copy of the Grievance Form marked Exhibit B for membership use. The written grievance shall be in sufficient detail to enable the department head to know what right(s), as to wages, hours or other terms and conditions of employment have been violated. An employee shall have the right to be accompanied and assisted by a representative of his/her choosing during the formal steps of the grievance procedure. The department head, shall hear the grievance within ten (10) working days of receipt of the formal grievance, and within five (5) working days of hearing the grievance will provide the employee with a written explanation stating the decision or proposed action to be taken.

Step 3. If the employee is not satisfied with the department head's written decision, he/she may file a written request for review by the City Administrator or designee. The employee must submit this written request within five (5) working days of the department head's decision. In scheduling the time and place of such grievance hearing, the City Administrator or designee shall consider the possible disruption of the workforce and work flow and shall therefore schedule times and places which minimize disruptions. Such scheduling shall be set in a timely and reasonable manner. The decision of the City Administrator or designee, is final and not subject to further appeal.

If the employee fails to respond within the periods provided the grievance is withdrawn, and not a subject for further grievance. If management fails to respond within the prescribed period, the employee has the right to move the grievance to the next step in the process. The City and the employee may mutually agree to extend time periods needed for the grievance to have standing, and/or waive Steps 1 and 2 and proceed directly to Step 3 when an issue is not within the supervisor or department jurisdiction to resolve.

Article 10 – Corrective/Disciplinary Action

Corrective/Disciplinary Action may be taken against any regular employee of the City up to and including termination of employment when employee performance or behavior is determined to be below expectations desired or outside the standards of the work environment. The City will administer a just cause progressive discipline approach up to and including termination of employment. However, the City reserves the right to determine the form of discipline to be imposed based on several factors, including but not limited to, the severity and frequency of the cause of action as well as the employment history of the employee.

Grounds for Corrective Disciplinary Action

Poor performance or any violation of a City rule, regulation, policy, procedure or ordinance may require Corrective/Disciplinary Action. The poor performance or violation may involve a single incident or a series of infractions. In this regard, acts which may be the basis for action up to and including termination of employment include, but are not limited to, the following:

- Fraud in securing employment
- Incompetence
- Inefficiency
- Inexcusable neglect of duty
- Insubordination

- Dishonesty
- Unauthorized absence without leave
- Conviction of a felony or conviction of a misdemeanor involving moral turpitude
- Continued or flagrantly discourteous treatment of the public or another employee
- Improper political activity
- Misuse or theft of City property
- Violation of City rules, regulations, policies, procedures or ordinances
- Other failure of good behavior either during or outside of duty hours which is of such a nature that it causes discredit to the City or an employee's employment or creates a conflict of interest
- Falsifying and/or unauthorized removal or destruction of City records
- Unauthorized possession of firearms or explosives
- Harassment (sexual or otherwise) of another employee or member of the public
- Gambling on duty or while on City property
- Either (a) the sale, purchase, transfer, possession, or consumption of alcoholic beverages or illegal drugs or (b) the use of drugs which impair the senses or the ability to perform the job during normal working hours or on City premises
- Excessive tardiness
- Failure to properly report absence

Types of Corrective/Disciplinary Action

Corrective/Disciplinary Action normally progresses from the least to the most severe action. However, some available actions may be bypassed depending upon the severity of the infraction. Nothing in this section shall be interpreted as restricting the City's right to take Corrective/Disciplinary Action, including the immediate placement of an employee on Administrative Leave with pay, if in the sole discretion of the City, doing so would prevent the disruption of City services or potential harm to others.

It is recognized that many problems not directly associated with an employee's job can have an effect on job performance. In such situations, the City may believe that an

employee may benefit from professional assistance outside the work place and may require an employee to consult with the Employee Assistance Program as part of the Corrective/Disciplinary Action process.

The following actions may be taken in an effort to achieve improved job performance or modify inappropriate work-related behavior.

Counseling: An informal discussion with an employee designed to clarify and remedy unacceptable behavior or performance. This discussion may include the clarification of standards and a review of performance or behavior that is determined to be below standard. Repeated instances may lead to a written counseling memo or electronic communication between the supervisor and employee reinforcing the verbal counseling already provided. Verbal or written counseling is documented by the immediate supervisor for future reference and is not subject to appeal.

Retraining: A documented effort to achieve appropriate performance or conduct when an employee's lack of skill or knowledge is determined to be the cause of the problem. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Oral Reprimand: A formal discussion with an employee about performance or conduct problems and City expectations and requirements. This action is documented by the immediate supervisor for future reference and is not subject to appeal.

Written Reprimand: A written document presented to an employee regarding performance or conduct problems and expectations and requirements. This document is maintained in the official personnel file and is not subject to appeal.

Disciplinary Suspension: An involuntary absence without pay for a period up to 30 calendar days. Suspension may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. (Note: Disciplinary suspensions from paid status for periods of less than one week are not applicable to employees classified as exempt for the purposes of the Fair Labor Standards Act unless they are imposed for infractions of safety rules of great significance.)

Disciplinary Salary Reduction: A reduction in pay from the employee's current step within the assigned salary range to any lower step within the same salary range.

Disciplinary Demotion: A change in status from a position in one classification to a position in a classification with a lower maximum salary.

Termination: Removal from City service. Removal may be caused by one grave offense, but it more often occurs due to an accumulation of various offenses. Termination is seldom used for a first offense unless the violation is so serious that no other response is appropriate.

Prior to the imposition of Corrective/Disciplinary action in the form of suspension, disciplinary salary reduction, demotion or termination, a written notice of the intended disciplinary action will be served on the employee. Such notice shall be served upon the employee personally or by mail and shall include a statement of the nature of the intended disciplinary action, a statement of the causes, a statement of the acts or omissions upon which the causes are based, a copy of the documents or material upon which the actions are based, a statement advising the employee of rights to respond to the notice before disciplinary action is taken, a statement advising the employee that if Corrective/Disciplinary Action is imposed, they may appeal to Civil Service Commission.

Employees wishing to respond to the notice of intended disciplinary action must make a request to the City Administrator within 5 normal business days of the notice being served. The employee may respond either orally or in writing. The employee may be represented by another person in presenting his/her response. The individual representing the employee may not be someone directly involved with the employee's immediate working environment unless this individual is an official representative of the employee Association. The City Administrator may amend, modify or revoke any or all of the pending charges including the recommended disciplinary action if there are mitigating circumstances.

If the employee wishes to appeal any action imposed by the City Administrator, the employee may file a written notice of appeal in response to the imposed action. A written notice to appeal must be filed with the Director of Human Resources within 10 working days from the effective date of the disciplinary action. The notice of appeal shall contain statements of fact, which would support the rescission or amendment of the imposed disciplinary action. Failure to file a written notice of appeal within this specified time period shall be deemed a waiver of any right to appeal the action taken. No exceptions to this failure to file time period shall be permitted.

Article 11 – Compliance with Memorandum of Understanding

In the event of any violation of the terms of this MOU, responsible and authorized representatives of the Association or the City, or any individual department head, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this MOU. Individuals acting or conducting themselves in violation of the terms of this MOU may be subject to discipline up to and including discharge. The City shall enforce the terms of the MOU on the part of the supervisory personnel, the Association shall enforce the terms of this MOU on the part of its members. The City Administrator is the only representative of the City who may take disciplinary action against an employee.

The City will provide copies of the MOU to all negotiating committee members and department subdivisions with unit members. The City will also provide copies of the Personnel Rules and Regulations to all employees covered by this MOU.

Article 12 – Salary Plan

Employees represented by this unit employed with the City as of the date this Agreement is approved by the City Council will receive a two percent (2%) base wage increase effective the pay period beginning 11/23/2019 with pay date 12/13/2019. The salary schedule attached as Exhibit A reflects the salary plan for this unit inclusive of the 2% increase.

Article 13 – Bilingual Pay

The bilingual incentive pay system provides a three tier system with compensation levels and proficiency testing. To be eligible for the language incentive program employee proficiency will be based on the following:

Tier #1. Successful passing of the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of either level four or five. \$150 per month

Tier #3. Successful passing of the CPS "Spanish Bilingual Proficiency Test, Social Services" with a proficiency rating of no less than six. \$200 per month

For represented employee's taking the Cooperative Personnel Services (CPS) "Spanish Bilingual Proficiency Test, Social Services" in or after December 2010, bilingual incentive pay shall be determined as follows:

Tier #1. Successfully passing with a proficiency rating of no less than a level three. \$100 per month

Tier #2. Successfully passing with a proficiency rating of no less than four. \$150 per month

Tier #3. Successfully passing with a proficiency rating of no less than five. \$200 per month

The City Administrator shall determine the number of bilingual positions and tier levels needed for each department.

Article 14 – Education Reimbursement

Employees are eligible for job related educational reimbursement for courses with prior approval of their respective Department Head and a minimum passing grade of “C” as follows:

- Books: 100%
- Tuition: 100%

The 100% reimbursement is limited to a total of \$2,400 per fiscal year.

Scheduled time off for classes not offered during off work time must use compensatory time off or vacation not to exceed 6 hours per week.

Upon successful completion of required examination and certifications, Waste Water Treatment Plant employees and other employees will be reimbursed for the following:

- i. Application fees;
- ii. Examination fees;
- iii. Certification fees; and
- iv. Certification renewal fees.

All of the above must be approved by the Department Head and the Human Resources Department and must be job related.

Article 15 – Education and Certificate Incentives

Employees in this unit will be eligible for education or certificate incentive pay as follows. Employees are only eligible to receive one (1) education or certificate incentive pay option; they cannot be combined. All approved incentives will be effective the first whole pay period following approval by the City Administrator of the request for incentive pay.

Option 1:	3% of base pay only for an approved Bachelor's Degree
Option 2:	3% of base pay only for the following certificates for the specifically listed job classifications only. If the City pays for the employee to train and/or study and/or sit for or otherwise pays for the certificate that is eligible for incentive pay under Option 2, then the employee agrees and commits to remain employed with the City of Madera for at least two (2) years after obtaining the applicable certificate or reimburse the City for the costs associated with training and/or study materials and/or testing if the employee leaves employment within two (2) years.

Job Classification	Certificate
WWTP Mechanic	WWTP Operator I – OR – Mechanical Technologist
WWTP Operator I/II/III/Lead	WWTP Lab Analyst I
Mechanic III	Fuel System Inspector

- Option 3: Water Distribution Certification Compensation: Employees in the Water Quality Division who possess a Department of Health Services Water Distribution Operator (WDO) D-2 Certificate shall receive a 5% incentive for the duration of their assignment requiring the certification. Those WDO's obtaining a D-3 certification shall receive another 5% incentive. When and if the WDO obtains another position in which certification is not needed, the additional compensation will no longer be provided.

To receive the Bachelor's Degree incentive pay under this provision, the employee must first submit to their Department Head proof of degree attainment in the form of a diploma or transcripts from an academic institution accredited by a recognized college/university accrediting agency along with a written request for incentive pay that states the reason the degree is applicable to the employee's field of work. The Department Head will review the request and make a determination to recommend or not recommend the requested incentive pay to the City Administrator. If the degree is applicable to the employee's field of work, the Department Head will recommend approval to the City Administrator by submitting the supplied diploma or transcripts with the prescribed City form/process for recommending pay increases to the Human Resources Department. Human Resources will route the request for the incentive pay to the City Administrator for review and consideration of approval.

If an employee's Department Head does not recommend a degree for incentive pay on the basis that said degree is not relative to the employee's assigned field of work, the employee may appeal this determination to the City Administrator by submitting a written request for review to the City's Human Resources Department within ten (10) working days of denial. Such request shall include the reasons why the employee feels the degree incentive request should not have been denied, including how/why the specific degree is applicable to the employee's field of work. The City Administrator will review the appeal request and make a final determination on whether the degree is applicable to the employee's field of work. The decision of the City Administrator in this matter shall be final and will not be grievable or appealable in any other manner.

Article 16 – Mechanics' Tool Allowance

Mechanics are required to supply their own tools and shall be given \$300.00 a year for tool replacement and/or purchase. The tool allowance will be paid annually in July. Mechanics will receive the tool allowance at the time of hire and annually thereafter. Mechanics who receive their initial allowance between July and December will be eligible for the allowance again the following July. Mechanics who receive their initial

allowance between January and June will not be eligible to receive a subsequent allowance until the following July. City property insurance will insure equipment shop employee's tools per guidelines established by the City with input from employees and the Association.

Article 17 – Notary Public Services

Employee(s) so assigned will be required to comply with City requirements in providing such services. Employee(s) required to provide this service shall either have the City pay for all costs associated with maintenance Business or for of certification, and not use the service for other than City Business or for City employees. Alternatively, employee(s) may be paid five dollars (\$5.00) a month for maintaining their notary services at their cost and use the service for all requests.

Article 18 – Workday & Work Week

The normal work day and work week for permanent employees shall be a five (5) day, forty (40) hour week or its equivalent. The normal hours of work for permanent employees are Monday through Friday, from 8:00 A.M. until 5:00 P.M. Lunch periods shall be scheduled for all employees and are typically one (1) hour, but may be modified by mutual consent. Employees shall not be paid for lunch periods. Regularly scheduled meal periods may be counted as time worked when the nature of the work prevents relief from all duties; i.e. emergency repairs or emergency response. Application of this rule only applies to field maintenance crews and must be approved by the crew members' supervisor.

The City, may, with two weeks' notice, adjust work hours by one hour at the beginning and end of the work day without mutual consent. Therefore, the work day may begin at 7:00 a.m. and end at 4:00 p.m. or begin at 9:00 a.m. and end at 6:00 p.m. for certain groups and/or individuals. The work week may include Saturday.

This provision does not apply to classes previously in the Maintenance Bargaining Unit as noted on Exhibit A with an asterisk. The following shift schedules shall apply to such former Maintenance Bargaining Unit employees:

They shall not be scheduled to work a shift in which the regular starting and ending times deviate more than two (2) hours during the same work week. Park crews will be shifted on a seasonal basis with notice. All personnel working at the Waste Water Treatment Plant are assigned to work four (4), ten (10) hour shifts per week as assigned by the Waste Water Treatment Plant Manager. There are three shifts, as follows:

- Shift #1 will begin Thursday and run through Sunday.
- Shift #2 will begin Tuesday and run through Friday.
- Shift #3 will begin Monday and run through Thursday.

Alternatively, WWTP employees may request to work a 5/8 work week. This may be

approved by the WWTP Manager as long as the 4/10 schedule is still available to other WWTP employees.

An additional exception are employees in the class of Recreation/Community Programs Coordinator who work as scheduled by the Parks and Community Services Department to meet recreation program needs, Neighborhood Outreach Coordinator and Neighborhood Outreach Assistant who work as scheduled by the Neighborhood Revitalization Department to meet neighborhood outreach needs, and Animal Control Officer and Fire Prevention Officer, who's shift shall vary depending upon need. Except in the case of an emergency, or as mutually agreed, changes in the designated work schedule shall be provided to such employees at least ten work days in advance of a change.

Flex (alternate) schedule for this negotiating group is acceptable per department head approval. This schedule pertains only to any earlier/later starting time (a.m.), a shorter lunch break, and an earlier/later departure time (p.m.).

Clean Up Time - Employees whose duties require that they become soiled shall be allowed a reasonable amount of time for a personal clean-up period prior to the end of each work shift and prior to the lunch break. The decision on what is reasonable will be the supervisor's.

There shall not be established for a position in this unit, a regularly scheduled work day of more than eight (8) hours or a regularly scheduled work week of more than five (5) days, except at the WWTP, where the work day may be 10 hours with a regularly scheduled work week of 40 hours. Parks Department may have a seven (7) day work schedule. One (1) or more parks worker(s) may be assigned each weekend with a group of community service workers to maintain, repair and clean up City property.

Members of this unit may work a 9/80 work schedule upon recommendation of the applicable Department Head and approval of the City Administrator. 9/80 work schedules may not be available to all employees and/or may only be available seasonally. No 9/80 work schedule will be approved that causes a decrease in the City's customer service or increases the City's exposure to overtime costs. Normal work schedules as defined in this section of the MOU will not apply to individuals working a 9/80 work schedule. The work schedule will be agreed upon in writing between the employee and the City upon approval of the 9/80 work schedule.

Jury Duty - Employees who are required to report for Jury Duty will not be required to report to work prior to their attendance at Jury Duty. Any time between the employee's regular work start time and the time the employee must report to Jury Duty will be considered Jury Duty leave and paid in accordance with the City's Personnel Rules, Rule XIX, Section 2. Employees must provide a copy of their Jury Duty summons in advance of reporting for Jury Duty and must submit proof from the Court Clerk of their attendance at Jury Duty and the time they were dismissed if not required to serve.

Article 19 – Overtime

Except as provided below, employees shall be paid or compensatory time provided at a rate of one and one half times the straight time hourly rate for all work performed in excess of normally scheduled work shifts such as eight, nine, ten or twelve hours in any shift or work day, or in excess of forty (40) hours worked within the work week.

Employees shall be paid at a rate of two (2) times the straight hourly rate for all work performed in excess of twelve (12) hours in any shift or work day or on the seventh consecutive work day.

Overtime hours shall be offered in order of seniority per the discretion of the Department Head. In the event that the more senior employees decline to accept such an assignment, the City will assign such work to the next most senior qualified employee(s). The City will use its best efforts to rotate such assignments on an equitable basis. When overtime work is required and no volunteer is available, the most junior qualified employee shall be assigned the work except for work performed on a standby basis.

The exception to this section shall be that an employee with specific, specialty job assignments with less seniority may be assigned to work overtime. It is understood that an employee does not have the authority to claim overtime without the prior authorization of a Supervisor and/or Department Head.

All employees in the Group may elect to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked. Use of available CTO shall be requested and approved in the same manner as vacation leave. Fair Labor Standards Act (FLSA) shall apply.

Call-back Compensation - Any time an employee is called back to work after normal scheduled work hours, he/she will be compensated a minimum of two (2) hours at a rate of one and one half (1-1/2) times the straight hourly rate for each time he/she is called back to work in any given twenty-four (24) hour period. The minimum guarantee of two (2) hours does not apply to a stand-by employee. Regarding the classes of Mechanic, Electrician and Craftworker, these employees called back to work have a minimum guarantee of four (4) hours of call back work.

Special Circumstances Standby Compensation - When the City requires an employee to remain available for call back at any time for less than a week's period, the employee shall receive standby pay at 20% of the hourly rate of pay for his/her classification for a minimum of two (2) hours. Employees on standby will be responsible for responding to call outs. Designation of who is on standby is the sole discretion of the supervisor. With each call out, employees on special circumstances standby for less than one week shall be compensated under regular overtime rules for all hours actually worked.

Employees shall be available at all times when on standby and within 20 minutes of the employee's assigned work station for all employees other than those at the Wastewater

Treatment Plant (WWTP). WWTP employees shall be available at all times when on standby and within 1 hour of the employee's assigned work station. An employee who cannot be reached, or does not report to the work site, is subject to the same disciplinary action as an unexcused absence from work. In addition, standby pay for the entire day will be deducted. Other further disciplinary action also may be taken. The standby individual must be available by phone, radio, pager or by assigned vehicle two-way radio. The two hour minimum call back time shall not apply to standby. However, employees on standby required to respond to a call for service will receive a minimum of 30 minutes pay and all remote responses within the initial 30-minute call-out shall be considered one (1) continuous remote response.

The number of employees assigned to standby shall be determined by the City Administrator and the affected department head or designee. Standby hours are normally between 3:30 p.m. and 7:00 a.m. each day except for weekends and holidays when standby hours are the entire 24 hour day. Standby hours may be seasonally adjusted to coincide with the work schedule. (i.e. 2:30 p.m. to 6:00 a.m.). Additionally, for WWTP employees, because of the 4/10 work schedule, standby hours are designated as from the close of one day's shift to the start of the next scheduled operator shift. For WWTP standby, if the plant is staffed with a regular shift on a City-designated holiday and the standby employee is therefore not required to be on call for 24 hours for the holiday, then the "Regular Week" standby amount would apply as outlined below. If WWTP standby is required to be on call 24 hours for a City designated holiday, then the appropriate "Holiday Week" standby amount would apply. Standby hours for a one week period are compensated, notwithstanding the employee's normal rate of pay, at the following weekly rates:

Regular Week:	\$200.00
Holiday Week (one day)	\$220.00
Holiday Week (two days)	\$240.00

This only applies to holidays recognized and observed by the City.

Sunday Differential - The City agrees to pay those employees working any hours on Sunday a differential of \$10.00 per shift above the regular rate of pay for the actual hours worked. This is not in addition to double time pay or time and one-half pay if the individual is called back to work and not regularly assigned. If an employee is called in on Sunday, other than his regular work schedule, double time pay or double time compensation will be granted at the employee's option. This does not apply to employees on stand-by or call-back.

Holiday Pay - If an employee is called in on a regularly scheduled City holiday, other than his normal regular work schedule, double time and one-half pay or double time and one-half compensation will be granted at employee's option. This does not apply to personnel on stand-by or callback. In other words, the employee receives one times the regular rate of pay plus time and one half for all hours worked.

Night Differential - Except when overtime work, stand by, call back or Sunday differential is involved, the City agrees to pay those employees working a shift at such "start" times between 4 p.m. and 5 a.m. an additional \$10.00 per shift. The \$10.00 per shift additional pay is applicable between those hours. Night differential shall not apply on the Sunday shift; hence, the \$10.00 Sunday differential pay is the only differential paid on Sunday.

In lieu of the above, employees in the class of Recreation Program Coordinator shall receive a \$10.00 per shift differential for four (4) or more hours worked after 5:00 P.M.

Saturday Differential - \$5.00 above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay for stand by, call back, Sunday differential, Holiday pay or Night differential above.

Weekend Crew Assignment (Parks) - A differential of \$5.00 per shift above normal rate of pay for actual normal hours worked. Not applicable to overtime, call back etc., and not in addition to any other special pay items above.

Article 20 – Cash out of Compensatory Time Off

Employees in this Group who have elected to accrue equivalent compensatory time off (CTO) in lieu of cash payment for overtime hours worked are eligible to request a CTO cash out under the following conditions:

1. An employee may request an emergency cash out due to a life-altering event. For purposes of this Side Letter, a life-altering event is defined as the death of the employee's immediate family; divorce; serious medical condition of the employee, or immediate family; or drug or alcohol rehabilitation for the employee, or immediate family. The immediate family is defined as current spouse, child, parent, brother, sister, mother in law, father in law, brother in law, sister in law and grandparents. An emergency cash out will be made the next payroll occurring no sooner than 10 days after a written request is received by the Human Resources Department. All emergency requests are subject to the approval of the Human Resources Director.

-OR-

2. An employee may request two annual cash outs of CTO. All requests must be received in writing by the payroll department no later than May 1 and November 1 of each year, and will be paid the second payroll of that month.

Article 21 – Probationary Period

An employee appointed to a permanent or permanent part-time position shall serve a probationary period not less than twelve months with the following exceptions:

The initial probationary period may be extended in the event the performance of an employee in a class is marginal or unsatisfactory at the end of the probationary period and after providing the reasons for such rating in writing to the employee, the City may, in its discretion, extend the employee's probationary period not more than ninety (90) days.

All promotions within classes shall have a six month probationary period.

Performance evaluations will be conducted every 3 months during the twelve month probationary period. More frequent evaluations are advisable in those cases where the performance is marginal or unsatisfactory. The employee should be advised of needed corrections or improvements in as specific terms as possible. The City may release the employee during his/her probationary period, in accord with the Personnel Rules and Regulations, without the right of appeal. If the employee's Department Head fails to file a written statement with the Personnel Officer either recommending the employee to pass probation or recommending probation be extended within seven (7) days of the employee's hire anniversary date, the employee will have been deemed to have passed probation.

An employee is eligible to be considered for merit salary adjustment after one year of service in a position.

Article 22 – Temporary Assignment to Perform Duties of a Higher Classification

Permanent employees of the General Unit, assigned in writing to perform duties of a higher classification shall receive a five percent (5%) increase, or to the first step of the higher level class, whichever is greater, after working fifteen (15) consecutive days, or 120 hours, in such higher paid class. To be eligible for such pay the employee must assume a majority of the duties and responsibilities of the higher level class, and the assignment be approved by the City Administrator.

Article 23 – Drivers License Fees

California Drivers License

- Class "C" – Employee is responsible for all costs associated with this class
- Class "B" – City will reimburse Department of Motor Vehicle (DMV) costs one time for City required License upgrade and/or endorsements. Thereafter, the City will pay the difference between a "B" and "C" class for DMV renewal fees

Article 24 – Personal Property and Vehicle Usage

When an employee uses his/her personal vehicle in the performance of his/her work duties for the City, the City shall compensate the employee for the use of said vehicle at the current IRS rate. It is the responsibility of the employee to carry all necessary insurance as specified by the City and to have a copy of such on file with the City.

Article 25 – Safety

The City and the Association undertake to promote in every way possible the realization and the responsibilities of the individual employee with regard to preventing accidents to themselves or to their fellow employee.

The City shall comply with all applicable laws and regulations pertaining to occupational safety and health.

The City agrees to make all reasonable provisions for safety and health of its employees. In the event any safety or health hazard is detected, it shall promptly be reported to the appropriate supervisor. The City shall remedy the problem as soon as possible and no employee shall be exposed to any unsafe condition pending its correction.

No employee shall be discharged or otherwise disciplined for bringing to the attention of his/her supervisor any unsafe condition that may exist.

Safety Boots - A safety boot allowance of \$250.00 shall be provided annually by the end of July of each year for positions shown on Exhibit B. Listed employees who are hired before December 31st shall be paid \$250.00 allowance and provided another \$250.00 allowance the next July. After January 1st, all newly hired employees shall also receive \$250.00 safety boot allowance, but shall not receive another boot allowance until the end of July of the next full year. Safety boots are to be worn at all times while performing City duties, except as authorized by the employee's supervisor. Safety boots are classified by the Internal Revenue Service as supplemental wages and subject to income tax withholding in accordance with Circular E, Employer's Tax Guide.

Protective Clothing - If any employee is required to wear any protective clothing or device, it shall be provided by the City. In cases which the employee is frequently exposed to chemically toxic materials, a yearly medical examination shall be provided by the City.

The City shall provide rain gear for use by Public Works and Park employees. Rain gear that wears out, or is damaged on the job, will be replaced by the City. The employee to whom rain gear has been checked out shall be responsible for replacement of any rain gear that is lost through negligence on the part of the employee. If the employee misplaces or loses such items, the employee shall replace the item.

The City will provide appropriate safety equipment as determined by the Department Head.

Article 26 – Uniforms

Except as provided below, if employees are required to wear uniforms, they shall be provided by the City. Replacement of worn uniforms shall also be the City's responsibility.

Any employee issued a uniform shall be responsible for replacement of such if it becomes lost or damaged through negligence on the part of the employee. Uniform allowance will be 5 shirts and 5 pants weekly. WWTP employees will be provided with on-site laundry equipment. At the City's discretion, other means for laundering may be selected for which the City will be responsible.

Employees in the class of Animal Control Officer shall receive a Uniform Allowance of \$530 per year, paid per pay period.

Employees in the class of Fire Prevention Officer shall receive a Uniform Allowance of \$333 per year, paid monthly at a rate of \$27.75. For new hires, six months of allowances will be paid by the first pay period of employment totaling \$166.50. With the seventh (7th) month of employment, the monthly allowance will begin. Should Officers employment terminate prior to the end of the sixth month, employee will reimburse City in the amount of \$27.75 for each month short of the six-month period.

Article 27 – Health and Welfare

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

The number of people the employee elects to enroll in the medical plan determines the amount of benefit dollars provided. If the cost of the employee benefit elections are less than the benefit dollars provided the remainder will be added to the employee check. If the cost of the employee benefit elections is greater than the benefit dollars provided, then the remainder will be deducted from the employee check. Employees can waive participation in health insurance benefits provided they provide evidence of other coverage. To comply with Internal Revenue Service (IRS) Regulations for “Eligible Opt Out Arrangements” under the Section 125 plan, Employees who seek to waive health benefits coverage must provide a copy of their insurance card demonstrating other coverage or provide sufficient plan information as determined by the City’s Human Resources Department such as the carrier and group number of the plan. Additionally, to meet IRS requirements, employees must attest to the fact that the plan they have that allows them to waive participation in the City’s plan meets Minimum Essential Coverage (MEC) requirements of the Affordable Care Act and that all members of their tax family have coverage that meets MEC requirements. Such waiver and attestation shall be captured on forms provided by the Human Resources Department. No portion of this MOU is meant to convey requirements more stringent than those required by the Affordable Care Act and/or IRS Regulations.

Effective July 1, 2019, the City’s defined contribution towards health insurance will be

capped as follows. At no time will the City's contribution exceed the combined premium for medical, dental and vision insurance at each enrollment level.

Coverage Level	Monthly Employer Contribution
Waiver	\$300.00
EE Only	\$740.16
EE + 1	\$1,354.83
EE + Family	\$1,971.79

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

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

The City provides term life insurance for employees in the Group in the amount of \$25,000 coverage which includes accidental death and dismemberment (AD & D) coverage. Life insurance and AD&D coverage amounts are subject to age-based reductions as defined in the policy documents. The City also provides dependent life in the amount of \$5,000 and Long Term Disability Insurance, which provides salary replacement benefits.

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

Article 28 – State Disability Insurance/Paid Family Leave

The General Bargaining Unit elects to participate in the State run State Disability Insurance (SDI) program for short term disability insurance with all costs associated with the program borne solely by the employee. SDI is administered by the State of California Employment Department and information about the program or applications for benefits can be obtained on their website at www.edd.ca.gov/disability.

Consistent with Article 38 – Leave Without Pay of this memorandum of understanding, employees represented by this unit must use paid leave prior to utilizing unpaid leave. Use of paid leave may include sick leave, vacation, floating holiday, or compensatory time off depending on the reason for leave and other qualifying factors for the use of the particular leave type.

Consistent with California Law, for leave that qualifies for and is designated as being covered by the California Family Rights Act (CFRA), receipt of SDI or Paid Family Leave

(PFL) benefits will be considered being in a paid status. An employee may elect to request to supplement the SDI or PFL benefits with paid leave from the City, not to exceed the employee's regular bi-weekly gross (less mandatory reductions/deductions) pay. Within one (1) week of being disabled from work, the employee or his/her representative must contact the Payroll division in the Finance Department to provide the following information:

1. The date the leave commenced;
2. The estimated duration of the leave;
3. A current phone number where the employee can be reached;
4. Whether or not the employee desires to supplement his/her SDI or PFL benefits with leave credits;
5. The election of the order in which leave credits will be used (i.e. sick before vacation, CTO before vacation then floating holiday, etc.).

Once the SDI or PFL benefit amount has been determined by the State, the employee must provide a copy of the SDI or PFL award letter and provide ongoing copies of the SDI or PFL check stubs to the Payroll division in the Finance Department to ensure proper supplementation of benefits and payments. Failure to provide this information timely will prevent the City from providing supplementation of leave credits. Timely submission is defined as submission by the last day of the applicable pay period so that the information may be utilized for calculation of the pay check for that pay period.

SDI does not cover the first seven (7) days of any disability, therefore an employee must use accrued leave credits that are available prior to utilizing unpaid leave consistent with the provisions of the memorandum of understanding. Employees utilizing PFL will be required to use two (2) weeks of accrued leave credits, if available, prior to PFL benefits beginning.

Article 29 – Vacation

Eligible employees shall earn vacation credits at the following rate dependent upon the number of years of service with the City, for each pay period an employee is in a paid status at least 50% or more of the period.

COMPLETED YEARS = NUMBER OF HOURS RECEIVED PER PAY PERIOD

0 through 4 yrs.	=	3.69 hrs. per pay period
5 through 9 yrs.	=	4.61 hrs. per pay period
10 through 14 yrs.	=	5.53 hrs. per pay period
15 through 19 yrs.	=	6.15 hrs. per pay period
20 or more yrs.	=	6.46 hrs. per pay period

Vacation may be used after completing six months of continuous service. Maximum vacation time allowed on books is 280 hrs. If the employee has reached the maximum (280 hrs.) accumulation, the vacation hours will cease to accumulate, or the employee must take the time as it is earned.

Vacations will be scheduled in advance with prime consideration that the functions of the Department will be adequately maintained. Whenever two or more employees choose the same vacation period, the matter will be settled on the basis of seniority. Requests for Vacations of more than five working days will be granted on consecutive work days, unless previously agreed to in writing by the employee.

Short notice vacation leave of less than five working days may be granted if the employee gives as much prior notice as is reasonably possible and the Department workload permits.

Article 30 – Retirement

The City of Madera is a member of the California Public Employees' Retirement System (CalPERS). The specific retirement benefits each employee receives are governed by the contract between the City and CalPERS as well as the Government Code. Any employee contributions for the plans outlined below will be made as a pre-tax deduction in accordance with applicable tax law. Employees shall pay for the employee's contribution to the 1959 Survivor Benefit.

Miscellaneous Employees

Classic Formula: 2.5% @ 55 with the retirement calculation based on single highest year for all employees who first worked for the City of Madera prior to October 20, 2012. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 4.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

Tier I Formula: 2% @ 60 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after October 20, 2012 and before January 1, 2013 OR employees employed on or after January 1, 2013 who have been members of CalPERS or a CalPERS reciprocal agency within 6 months of the date of hire. The City will pay the Employer Contribution. Employees will pay 3.375% towards the Employee Contribution, with the City paying the remaining 3.625% of the Employee Contribution as Employer Paid Member Contributions (EPMC).

PEPRA Formula: 2% @ 62 with the retirement calculation based on average 3 year final compensation for all employees who first worked for the City of Madera on or after January 1, 2013 who were not previously CalPERS members or were CalPERS or CalPERS reciprocal system members but experienced a break in service of at least 6 months. The City will pay the Employer Contribution. Employees will pay the Employee Contribution as determined by CalPERS, currently 6.25%.

Article 31 – Sick Leave

Each employee shall be entitled to sick leave, which will be accrued at a rate of 3.6923 hours per pay period an employee is in a paid status at least 50% or more of the period.

In addition to the reasons for use of Sick Leave as stated in the Personnel Rules & Regulations, an employee may utilize accrued Sick Leave hours for any absence designated by the City as being covered by the Federal Family Medical Leave Act (FMLA) and/or the California Family Rights Act (CFRA), regardless of the reason for the leave. It will be the employee's responsibility to complete the required paperwork to certify the need for leave and he/she must provide timely notification of the need for leave in compliance with FMLA/CFRA regulations. Use of Sick Leave for this purpose will not commence until such requirements have been met. Use of Sick Leave for family members when the leave has been designated as FMLA/CFRA will not count against the employee's annual limit of Family Sick Leave as provided in Article 32 of this MOU.

Bereavement Leave - In the event of the death of the employee's parent, spouse, registered domestic partner, or child, employee shall be eligible for paid non-chargeable leave up to a maximum of three (3) days. Employees granted bereavement leave for a parent, spouse or child shall be paid for work hours regularly scheduled only but not worked. When a death occurs in the immediate family of an employee, the employee shall be granted up to three (3) days leave for the death of a family member residing within the State of California or five (5) days leave for the death of a family member residing outside the State of California. Such time will be charged to sick leave or vacation leave at the employee's discretion. The immediate family is defined as current spouse, registered domestic partner, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents.

Sick leave cash-out upon termination will be as follows:

Employee's hired before 7/1/83 may cash out sick leave per the following:

Years of Service	% of Leave	Years of Service	% of Leave
5 (min)	10	13	28
6	13	14	29
7	16	15	30
8	19	16	34
9	22	17	38
Years of Service	% of Leave	Years of Service	% of Leave
10	25	18	42
11	26	19	46
12	27	20 (max)	50

Employee's hired 7/1/83 and later may cash out sick leave at the rate of 1 % a year for each year of service up to a maximum of 30% for 30 years of service. To be eligible employees must be employed with the City on a full time basis for a minimum of five years.

In lieu of the above, employees in classes from the former Maintenance Bargaining Unit, as listed in Exhibit A, shall have the following Sick Leave cash-out benefit: Employees with a minimum of five years of service may cash-out at the rate of 1.5% per year up to a maximum of 30% for 20 or more years of service.

The cash-out conversion pertains only to retirements and positive terminations. Negative terminations (discharge) are not eligible.

In both cash-out provisions above, the percentage is the percentage of salary at date of separation, which will be paid for Sick Leave balances to be cashed out. An example is an employee with 100 hours of sick leave on the books at the date of separation. For this example, the employee is paid \$15.00 per hour, the employee's class was not formerly in the Maintenance Bargaining Unit, the hire date was prior to 7/1/83 and the employee has fifteen (15) years of service.

The cash-out would be: 100 hours X \$15 per hour X 30% = \$450.00

All employees in this unit have the option to convert 100% of the remaining sick leave upon retirement to PERS time-in-service.

PERS Sick Leave Credit - Members with unused sick leave at retirement (after any cash out) may receive additional service credit at the rate of 0.004 years for each day of sick leave, if desired.

Article 32 – Family Sick Leave

Sick leave may be used up to the limit of ninety-six (96) hours each calendar year:

1. For the diagnosis, care, or treatment of an existing health condition or preventative care for an employee's family member, including:
 - 1.1. Child (including a biological, adopted, or foster child, stepchild, legal ward, or a child to whom the employee stands in loco parentis.)
 - 1.2. Spouse or Registered Domestic Partner
 - 1.3. Parent (including biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.)

- 1.4. Grandparent
- 1.5. Grandchild.
- 1.6. Sibling.
- 2. To obtain any relief or services related to being a victim of domestic violence, sexual assault, or stalking including the following with appropriate certification of the need for such services:
 - 2.1. A temporary restraining order or restraining order.
 - 2.2. Other injunctive relief to help ensure the health, safety or welfare of themselves or their children.
 - 2.3. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking.
 - 2.4. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking.
 - 2.5. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking.
 - 2.6. To participate in safety planning and take other actions to increase safety from future domestic violence, sexual assault, or stalking, including temporary or permanent relocation.

Such a leave is a part of Sick Leave accrual, not in addition to the annual accrual of Sick Leave. All conditions and restrictions placed by the City upon the use by an employee of sick leave for himself or herself shall apply to the use by an employee of sick leave to attend to an illness of his or her identified family member.

All other provisions for use of Sick Leave by the employee also apply to Family Sick Leave use. This includes, but is not limited to, the Sick Leave section of the Personnel Rules and Regulations.

Article 33 – Workers' Compensation

For employees in classes from the former Maintenance Bargaining Unit as noted in Exhibit A, when an injury or illness is caused by a direct on-the-job accident or condition, the following shall apply:

If a physician certifies an absence as a result of an injury/illness, the first three (3) days shall be covered as described by Labor Code, Article 3, Disability Payment, Section

4650. If the disability exceeds three (3) days, the City shall maintain the affected employee on full pay status for a period not to exceed ten (10) working days (per attending physician's recommendation).

This benefit shall not apply to a reoccurrence of a pre-existing problem or condition, nor to an injury which is determined to have been caused by negligence or non-observance of safety procedures on the part of the affected employee. In such incidents, minimum coverage by law will apply.

If applicable, sick leave may be charged after these ten (10) working days to maintain full pay status at the discretion of the employee.

This section shall be reviewed on an annual basis at the termination of each agreement and evaluation based upon, cost to the City, bargaining unit's accident record and general safety practices observed by the covered employees.

Employees represented by this group who have suffered an industrial injury that has been accepted as such by the City and are not able to return to duty are not eligible to receive monthly benefit allowance once they have been declared permanent and stationary by either their treating physician or the Workers' Compensation Appeals Board and they have exhausted all of their accruals, leaving them on unpaid status. At such time, the City will also no longer be required to provide life insurance, dependent life insurance, and long term disability insurance.

If an employee is on leave due to an industrial injury that has been accepted as such by the City and is cleared to return to full or part time work by his/her treating physician, the employee will use sick leave in accordance with the City of Madera Personnel Rules and Regulations or any other leave the employee may have accrued to attend to any additional medical or therapy appointments scheduled during a work shift.

When an employee is on leave due to an industrial injury that has been accepted as such by the City, the City is not obligated to pay any more temporary disability than that which is provided for in the California Labor Code or in this Memorandum of Understanding. Employees will use accrued sick, vacation, holiday, or compensating time off to supplement temporary disability pay to provide a full regular paycheck.

Article 34 – Deferred Compensation

The City pays an amount equal to 4.2% of the Non-Safety employees' gross salary into a deferred compensation plan (the 4.2% may be rounded up or down).

Article 35 – Holidays

The employer agrees the following eight (8) hour days are established as holidays with pay:

New Year's Day, Martin Luther King's Birthday or Civil Rights Day , Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

The employer agrees the following half ($\frac{1}{2}$) days (4 hours) are established as partial holidays with pay:

Good Friday and last day prior to either Christmas Day or New Year's Day. Except for employee at the Waste Water treatment Plant, when said listed holidays fall on a Sunday, the following Monday shall be deemed the holiday in lieu of the actual day observed, and when a holiday falls on Saturday, the preceding Friday shall be deemed the holiday in lieu of the actual day observed. For employees working at the Waste Water Treatment Plant, all holidays will be observed on the actual calendar day.

In addition to the above holiday policy, should a holiday fall on an employee's regular day off, the employee shall be scheduled to observe the holiday on either the last work day prior to the holiday or the first work day following the holiday. Should this not be possible, with the written permission of the City Administrator, this time may be added (placed on the books) as holiday time, which may be used at some time in the future on the same basis as vacation leave or the employee may be paid for the holiday in addition to all other hours worked and leave taken in the pay period.

The parties agree that to be eligible to receive a paid holiday, the employee must be in a paid status on the scheduled work day either immediately preceding the identified holiday or on the scheduled work day immediately following the identified holiday. Consistent with Personnel Rule IX Section 12, a new employee is not entitled to receive a paid holiday until he/she has actually worked for the City of Madera in a full time capacity for at least 1 scheduled work day.

In addition to the City observed holidays outlined above, employees in this unit will receive floating holiday leave hours. Said leave hours shall be credited to the employee on July 1 of each fiscal year, may not be carried over or cashed out, and shall be taken under the same conditions as vacation leave.

Employees with 5-9 years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 20 hours of floating holiday leave. Employees with 10 or more years of full time continuous service with the City of Madera as of July 1 of each year shall be credited with 40 hours of floating holiday leave.

Other than as provided in Article 19, when an employee is scheduled, as opposed to called in, to work on any of the aforementioned holidays, employee shall be paid at the rate of one and one half ($1\frac{1}{2}$) times their normal rate of pay for the hours worked.

In addition, each employee shall receive the date known as the "employee anniversary date" (month and day hired as a regular employee) as a holiday. This holiday shall be added to vacation time at a straight time rate. Credit will not be given until the employee's anniversary date has passed.

In those instances where an employee is scheduled to work 10 hour shifts, compensation shall be computed based on the following scenarios:

Scenario #1.

Employee is scheduled to work, or called back to work, on a holiday for a 10 hour shift.

Compensation Computation for Scenario #1.

Compensation is based on 8 hours holiday pay at straight time and 10 hours of actual work performed at the rate of one and one half ($1\frac{1}{2}$) employee's normal rate of pay for the hours worked. (This equates to 23 hours of work paid at straight time.)

Scenario #2.

Employee is not scheduled to work a 10 hour shift on a holiday.

Compensation Computation for Scenario #2.

Employee can exercise one of two payment alternatives as shown below:

Payment Alternative #1

Employee may choose to be paid 2 hours from their accrued vacation bank or be paid 2 hours from their accrued CTO bank.

Payment Alternative #2

Employee can chose not to be paid for 2 hours.

Scenario #3.

Employee is scheduled to work 10 hours on a 4 hour holiday. (Good Friday or Winter Holiday).

Compensation Computation for Scenario #3

Compensation is based on 4 hours holiday pay at straight time and 6 hours of work at straight time, and 4 hours of time paid at one and one half ($1\frac{1}{2}$) for the 4 holiday hours worked. (This equates to 16 hours of work at straight time.)

Scenario #4.

Employee is not scheduled to work 10 hours on a 4 hour holiday (Good Friday or Winter Holiday).

Compensation Computation for Scenario #4.

Compensation is based on 4 hours holiday pay added to the normal paycheck.

Article 36 – Reclassification – Employee Initiated

Position Reclassification

An employee who believes his/her position is wrongly classified may submit a written request to the Human Resources Department for reclassification. Requests shall state the reason the employee believes the present class is not appropriate and which class the employee believes is appropriate, based on the employee's present duties. Requests must be made to the Human Resources Department each October so that changes may be included in the mid-year budget adjustments or February so that changes may be included in the next fiscal year budget.

Classification Analysis

The supervisor shall forward the request to the department head. The department head shall then request that the Human Resources Director conduct a classification analysis. When the classification analysis is completed, a written response will be sent to the employee and the department head. The city shall endeavor to complete the analysis as soon as practicable.

Appeals

If the employee disagrees with the response of the Human Resources Director, he/she may appeal to the City Administrator in writing. The written appeal must state the reasons why he/she feels that the Human Resources Director's findings were incorrect. The City Administrator may review the appeal, assign it to his designee or establish an advisory committee to review the matter. The decision of the City Administrator shall be final.

Article 37 – Military Leave

An employee requesting Military Leave must furnish a copy of their official orders to the immediate supervisor and the Human Resources Department as far in advance as possible.

For the purposes of this MOU, active and inactive duty will be defined based on the Military and Veteran's Code as follows:

Active Duty: Active military training, encampment, naval cruises, special exercises, or similar activity as a member of the reserve corps or force of the armed forces of the United States, or the National Guard, or the Naval Militia.

Inactive Duty: Weekend drills as a member of an inactive unit of the National Guard or Reserves, or a similar activity.

Consistent with its statutory obligation the City continues an employee's pay for the first 30 days of active duty on a given fiscal year. For the purposes of administering paid military leave, 180 hours of paid military leave is equivalent to 30 days. Employees requesting military leave for active duty beyond 180 hours may request a leave without pay or the use of vacation, compensatory time off or holiday time. Per Opinion No. 395.05 of the California Attorney General in regards to sections 395.03 and 395.05 of the Military and Veterans Code, the City is obligated to maintain 30 days of pay only one time per activation.

When requesting leave for inactive duty an employee may request leave without pay or use of vacation, compensatory time off, or holiday pay.

However, when an employee is called to active duty as a result of a Presidential declaration of war or military action the City will pay the employee the difference between their City and military pay after verification of military pay has been received by the City. Such salary continuation will be provided after an employee has exhausted 180 hours of paid military leave in the fiscal year as noted above. The salary continuation will cease when the employee is discharged from active duty or twelve (12) months after the date of active duty commences, whichever comes first.

Employees called to active duty will remain eligible to accrue vacation (up to the maximum accrual noted in the MOU), sick leave and benefit allowance (dollars) for each period in which the salary continuation benefits are paid. Uniform and /or Boot allowance for the fiscal year will also be prorated in recognition of the limited use during active military duty. If an employee has already received the Uniform and/or Boot allowance for the fiscal year, the employee will reimburse the City on a prorated basis in recognition of the limited use during the active military duty.

An employee on Military Leave is to be reinstated to the position (or a position of similar seniority, status and pay) held prior to being called to active duty if: 1) the employee has given advance notice of military service, 2) the cumulative length of the absence including all previous absences from the position of employment by reason of military service does not exceed five years, and 3) the returning veteran reports or seeks to return to work within the time required by statute.

Article 38 – Leave Without Pay

The City Administrator or designee may grant an employee a leave of absence without pay for a period not to exceed six months. However, under extraordinary circumstances the employee may request one extension not to exceed another six months for a total amount of leave without pay not to exceed one year.

A leave without pay may be granted only after all paid leave has been exhausted except when a person is receiving long term disability benefits, is unable to use their vacation due to the short duration of employment with the City or due to military leave.

Article 39 – Openers

During the term of this agreement there shall be openers as follows:

- None

During the life of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this Memorandum, such party shall request, in writing, to meet and confer on the item which item shall be specified in writing. Except as provided above, meet and confer on items requested using this provision, requires mutual agreement.

Article 40 – Savings Clause

The provisions of this MOU are declared to be severable and if any section, subsection, sentence, clause, or phrase of this agreement shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, subsections, sentences, clauses and phrases of this MOU, but they shall remain in effect, it being the intent of the parties that this agreement shall stand notwithstanding the invalidity of any part. Should any portion of this agreement be found invalid or unconstitutional, and the parties will meet and confer to arrive at a mutually satisfactory replacement for the portion found to be invalid or unconstitutional.

Article 41 – Ratification

Nothing contained in this MOU shall be deemed binding on either the City or the Association following signing of this Memorandum by the respective parties until it has been ratified by the Association membership and approved by the City Council.

Article 42 – Term

Except as otherwise provided herein, this MOU shall be effective September 5, 2018 upon adoption by the City Council and remain in effect until midnight, the 30th day of June, 2019.

Article 43 - Holiday Closure

Contingent upon approval of this same provision by the Mid Management Employee Group, the City will close non-safety functions of City services between Christmas Day (December 25, 2019) and New Years' Day (January 1, 2020). The City will provide for employees who are not normally required to work on holidays their normally scheduled work days between December 25, 2019 and January 1, 2020 as days off with no loss in pay.

For any employee whose position with the City requires they work a normally scheduled shift during the dates identified above, the equivalent number of hours may be banked as Holiday Time to be used at a later date with prior approval of the City Manager. Such approval must be requested in writing before December 15, 2019.

Article 32 shall be applicable solely during the term of this MOU which terminates on June 30, 2020. It shall become null and void thereafter and will be eliminated from the MOU unless specifically agreed to by side letter or subsequent MOU agreement.

Signatures

REPRESENTATIVES OF MACEA



John Dalrymple, CEA Representative

11-26-19
Date



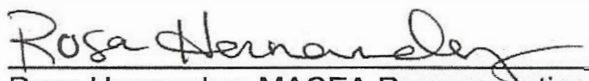
Dustin Pickett, MACEA President

11-26-19
Date



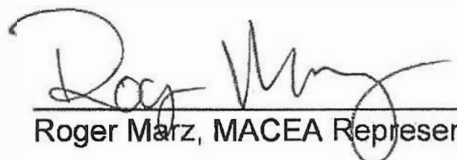
Estevan Romero, MACEA Representative

11-26-19
Date



Rosa Hernandez, MACEA Representative

11/26/19
Date



Roger Marz, MACEA Representative

11/26/19
Date



Clemente Garcia, MACEA Representative

11-26-19
Date

MANAGEMENT REPRESENTATIVE OF THE CITY OF MADERA

Arnoldo Rodriguez, City Manager

Date

EXHIBIT A
GENERAL BARGAINING UNIT SALARY SCHEDULE
2% COLA Effective Pay Period Beginning 11/23/2019 with Pay Date 12/13/2019

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Accountant (Junior)	282	\$1,367.46	\$1,435.89	\$1,507.81	\$1,583.22	\$1,662.13	\$1,745.54
Accounting Technician I	240	\$1,109.25	\$1,164.69	\$1,222.63	\$1,284.06	\$1,347.99	\$1,415.41
Accounting Technician II	260	\$1,225.62	\$1,286.56	\$1,350.98	\$1,418.41	\$1,489.33	\$1,563.74
Accounting Technician III	280	\$1,353.98	\$1,421.40	\$1,492.82	\$1,567.24	\$1,645.65	\$1,728.06
Administrative Assistant	299	\$1,488.33	\$1,562.74	\$1,641.16	\$1,723.06	\$1,809.47	\$1,899.87
Administrative Secretary	275	\$1,320.52	\$1,386.44	\$1,455.86	\$1,528.78	\$1,605.20	\$1,685.61
Airport Maintenance Worker I	254	\$1,189.16	\$1,248.60	\$1,311.03	\$1,376.95	\$1,445.38	\$1,517.80
Airport Maintenance Worker II	274	\$1,314.02	\$1,379.95	\$1,448.87	\$1,521.29	\$1,597.21	\$1,677.12
Airport Maintenance Worker III	281	\$1,360.47	\$1,428.90	\$1,500.31	\$1,575.23	\$1,654.14	\$1,736.55
Animal Control Officer	290	\$1,423.40	\$1,494.32	\$1,569.24	\$1,647.65	\$1,730.06	\$1,816.46
Assistant Planner	352	\$1,938.82	\$2,035.71	\$2,137.60	\$2,244.48	\$2,356.85	\$2,474.72
Building Permit Technician	288	\$1,408.92	\$1,479.34	\$1,553.26	\$1,631.17	\$1,712.58	\$1,798.48
Combination Building Inspector	348	\$1,900.37	\$1,995.76	\$2,095.15	\$2,200.03	\$2,310.41	\$2,425.78
Computer Technician	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
Construction Inspector I	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Construction Inspector II	342	\$1,844.43	\$1,936.82	\$2,033.72	\$2,135.10	\$2,241.98	\$2,354.36
Deputy City Clerk	311	\$1,580.23	\$1,659.14	\$1,742.04	\$1,829.45	\$1,920.84	\$2,016.73
Electrician II	361	\$2,027.72	\$2,129.11	\$2,235.99	\$2,347.36	\$2,464.73	\$2,588.09
Electrician III	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79
Engineering Technician I	302	\$1,510.80	\$1,586.72	\$1,665.63	\$1,749.04	\$1,836.44	\$1,928.33
Engineering Technician II	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
Engineering Technician III	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75
Facilities Maintenance Technician	289	\$1,415.91	\$1,486.83	\$1,561.25	\$1,639.16	\$1,721.07	\$1,807.47
Facility Aide	201	\$912.97	\$958.42	\$1,006.37	\$1,056.81	\$1,109.75	\$1,165.19
Field Representative	260	\$1,225.62	\$1,286.56	\$1,350.98	\$1,418.41	\$1,489.33	\$1,563.74

EXHIBIT A
GENERAL BARGAINING UNIT SALARY SCHEDULE
2% COLA Effective Pay Period Beginning 11/23/2019 with Pay Date 12/13/2019

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Grants Specialist	299	\$1,488.33	\$1,562.74	\$1,641.16	\$1,723.06	\$1,809.47	\$1,899.87
Industrial Electrical Technician	381	\$2,240.48	\$2,352.86	\$2,477.72	\$2,593.59	\$2,723.44	\$2,859.79
Maintenance Technician	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Mechanic I	286	\$1,394.93	\$1,464.85	\$1,538.27	\$1,615.19	\$1,695.60	\$1,780.50
Mechanic II	301	\$1,503.31	\$1,578.73	\$1,657.64	\$1,740.55	\$1,827.45	\$1,918.84
Mechanic III	321	\$1,661.13	\$1,744.04	\$1,831.44	\$1,922.84	\$2,019.23	\$2,120.12
Neighborhood Outreach Assistant	276	\$1,327.01	\$1,393.43	\$1,463.36	\$1,536.27	\$1,613.19	\$1,694.10
Neighborhood Outreach Coordinator	306	\$1,541.27	\$1,618.68	\$1,699.59	\$1,784.50	\$1,873.40	\$1,967.29
Neighborhood Preservation Specialist I	310	\$1,572.23	\$1,651.15	\$1,733.55	\$1,820.46	\$1,911.35	\$2,006.75
Neighborhood Preservation Specialist II	330	\$1,737.55	\$1,824.45	\$1,915.35	\$2,011.24	\$2,111.63	\$2,217.51
Neighborhood Preservation Specialist III	350	\$1,919.84	\$2,015.74	\$2,116.62	\$2,222.00	\$2,333.38	\$2,449.75
Office Assistant I	213	\$969.41	\$1,017.86	\$1,068.80	\$1,122.24	\$1,178.18	\$1,237.11
Office Assistant II	233	\$1,070.80	\$1,124.74	\$1,180.67	\$1,239.61	\$1,302.04	\$1,366.96
Parks Leadworker	308	\$1,556.75	\$1,634.66	\$1,716.57	\$1,802.48	\$1,892.37	\$1,986.77
Parks Worker I	248	\$1,154.20	\$1,212.14	\$1,272.57	\$1,336.00	\$1,402.92	\$1,472.85
Parks Worker II	268	\$1,275.07	\$1,339.00	\$1,405.92	\$1,476.34	\$1,550.26	\$1,627.67
Parks Worker III	288	\$1,408.92	\$1,479.34	\$1,553.26	\$1,631.17	\$1,712.58	\$1,798.48
Payroll Specialist	316	\$1,620.18	\$1,701.09	\$1,786.49	\$1,875.39	\$1,969.29	\$2,067.68
Plans Examiner	360	\$2,017.73	\$2,118.62	\$2,224.50	\$2,335.88	\$2,452.75	\$2,575.11
Public Works Maintenance Lead Worker	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30
Public Works Maintenance Worker I	254	\$1,189.16	\$1,248.60	\$1,311.03	\$1,376.95	\$1,445.38	\$1,517.80
Public Works Maintenance Worker II	274	\$1,314.02	\$1,379.95	\$1,448.87	\$1,521.29	\$1,597.21	\$1,677.12
Public Works Maintenance Worker III	281	\$1,360.47	\$1,428.90	\$1,500.31	\$1,575.23	\$1,654.14	\$1,736.55
Public Works Maintenance Worker IV	285	\$1,387.94	\$1,457.36	\$1,530.28	\$1,606.70	\$1,687.11	\$1,771.51
Purchasing Assistant	280	\$1,353.98	\$1,421.40	\$1,492.82	\$1,567.24	\$1,645.65	\$1,728.06

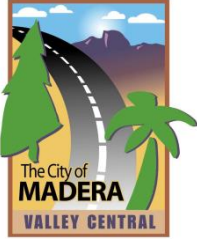
EXHIBIT A
GENERAL BARGAINING UNIT SALARY SCHEDULE
2% COLA Effective Pay Period Beginning 11/23/2019 with Pay Date 12/13/2019

Job Title	Range	Bi-Weekly Pay Rate					
		A	B	C	D	E	F
Recreation/Community Programs Coordinator	313	\$1,596.21	\$1,676.12	\$1,759.52	\$1,847.92	\$1,940.32	\$2,037.21
Secretary	253	\$1,183.17	\$1,242.60	\$1,304.53	\$1,369.96	\$1,438.38	\$1,510.30
Senior Nutrition Program Monitor	233	\$1,070.80	\$1,124.74	\$1,180.67	\$1,239.61	\$1,302.04	\$1,366.96
Solid Waste/Recycling Assistant	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Solid Waste/Recycling Coordinator	313	\$1,596.21	\$1,676.12	\$1,759.52	\$1,847.92	\$1,940.32	\$2,037.21
Water Quality Specialist I	283	\$1,374.46	\$1,442.88	\$1,515.30	\$1,591.21	\$1,670.62	\$1,754.03
Water Quality Specialist II	305	\$1,533.78	\$1,610.19	\$1,691.10	\$1,775.51	\$1,864.41	\$1,957.30
Water Quality Specialist III	325	\$1,694.60	\$1,779.50	\$1,868.40	\$1,961.80	\$2,059.69	\$2,162.57
Water Quality Specialist In Training	262	\$1,237.61	\$1,299.54	\$1,364.47	\$1,432.89	\$1,504.31	\$1,579.73
Water System Lead Worker	335	\$1,781.50	\$1,870.40	\$1,963.79	\$2,062.18	\$2,165.07	\$2,273.45
Water System Technician	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
Water System Worker I	272	\$1,301.04	\$1,365.97	\$1,434.39	\$1,505.81	\$1,581.22	\$1,660.63
Water System Worker II	311	\$1,580.23	\$1,659.14	\$1,742.04	\$1,829.45	\$1,920.84	\$2,016.73
Water System Worker III	315	\$1,612.19	\$1,692.60	\$1,777.50	\$1,866.40	\$1,959.80	\$2,057.69
WW Lab Analyst/Environmental Compliance Inspector I	345	\$1,872.40	\$1,965.79	\$2,064.18	\$2,167.57	\$2,275.94	\$2,389.82
WW Lab Analyst/Environmental Compliance Inspector II	365	\$2,068.68	\$2,172.06	\$2,280.94	\$2,394.81	\$2,514.68	\$2,640.53
WWTP Lead Operator	383	\$2,262.96	\$2,376.33	\$2,495.20	\$2,619.56	\$2,750.91	\$2,888.26
WWTP Mechanic	375	\$2,174.56	\$2,283.44	\$2,397.31	\$2,517.17	\$2,643.03	\$2,775.38
WWTP Operator I	322	\$1,669.62	\$1,753.03	\$1,840.43	\$1,932.33	\$2,029.22	\$2,130.61
WWTP Operator II	344	\$1,862.91	\$1,956.30	\$2,054.19	\$2,156.58	\$2,264.46	\$2,377.83
WWTP Operator III	364	\$2,058.69	\$2,161.57	\$2,269.45	\$2,382.82	\$2,502.19	\$2,627.05
WWTP Operator In Training	301	\$1,503.31	\$1,578.73	\$1,657.64	\$1,740.55	\$1,827.45	\$1,918.84

SAFETY BOOT ALLOWANCE

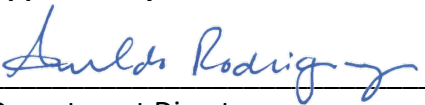
Exhibit B

Airport Maintenance Worker I/II/III
Combination Building Inspector
Construction Inspector I/II
Electrician II/III
Engineering Technician I/II/III
Facilities Maintenance Technician
Field Representative
Fire Prevention Officer in Training
Fire Prevention Officer I/II
Industrial Electrical Technician
Maintenance Technician
Mechanic I/II/III
Neighborhood Preservation Specialist I/II/III
Parks Worker I/II/III
Parks Lead Worker
Public Works Maintenance Lead Worker
Public Works Maintenance Worker I/II/III/IV
Solid Waste/Recycling Assistant
Solid Waste/Recycling Coordinator
Water Quality Specialist in Training
Water Quality Specialist I/II/III
Water System Lead Worker
Water System Technician
Water System Worker I/II/III
WWTP Lab Analyst/Environmental Compliance Inspector I/II
WWTP Lead Operator
WWTP Mechanic
WWTP Operator I/II/III



REPORT TO CITY COUNCIL

Approved by:



Department Director



City Manager

Council Meeting of: December 4, 2019

Agenda Number: E-1

SUBJECT:

Seek City Council Direction Regarding Term and Amortization to Secure Funding for Energy Improvements (e.g. ENGIE Project)

RECOMMENDATION:

Staff recommends a 20-year level debt service amortization with either the California Bank and Trust option or the Bank of America option. The decision very much depends on whether the City can tolerate the final five maturities resetting in interest rate every five years.

SUMMARY:

Staff and the City's financing team secured term sheet proposals from lenders interested in financing the various energy improvements. Each lender was asked to provide 15 and 20-year escalating and level debt service options. The City received responses from seven (7) different lenders. The purpose of this staff report is to discuss the results of the responses and receive direction from the City Council (Council) as to the term and structure of the amortization.

DISCUSSION:

On August 21, 2019, the Council approved a Resolution appointing Del Rio Advisors, LLC as Municipal Advisor. On September 18, 2019, the City Council approved a Resolution appointing Jones Hall as Bond Counsel and Brandis Tallman LLC as Placement Agent.

On October 24, 2019, the Placement Agent circulated a term sheet to 25 different lenders known to finance energy improvements as an equipment lease. An equipment lease means that only the assets placed in service are the subject of the lease. The City is not required to lease an essential asset as required for a standard lease revenue bond.

Table 1 summarizes the results of the qualifying term sheet responses. A much more detailed description of all the responses is included as Attachment 1 of this report.

Table 1: Comparison of Term Sheet Responses (Level and Escalating Debt Service Options)						
<i>Lender</i>	<i>Term</i>	<i>Structure</i>	<i>Interest Rate</i>	<i>Principal Amount ⁽²⁾</i>	<i>Total Net Interest ⁽³⁾</i>	<i>Net Energy Savings ⁽⁴⁾</i>
Cal Bank and Trust	15yr	Level DS	2.51%	\$19,693,000	\$3,908,346	\$31,554,375
Cal Bank and Trust	15yr	Escalating DS	2.55%	\$19,701,000	\$4,170,908	\$31,283,813
Cal Bank and Trust	20yr	Level DS	2.36% ⁽⁵⁾	\$19,667,000	\$4,830,093	\$30,658,627
Cal Bank and Trust	20yr	Escalating DS	2.34% ⁽⁶⁾	\$19,665,000	\$5,261,904	\$30,228,819
Bank of America	20yr	Level DS	2.77%	\$19,743,000	\$5,921,152	\$29,491,568
Bank of America	20yr	Escalating DS	2.79%	\$19,747,000	\$6,576,421	\$28,832,300
(1) <i>DS: Debt Service</i> (2) <i>Assumes funding \$19,123,000 of energy improvements, one year of capitalized interest and costs of issuance</i> (3) <i>Net of one year of capitalized interest while the improvements are installed</i> (4) <i>Assumes cash flows provided by ENGIE showing energy savings over a 30-year period</i> (5) <i>First 15 years are at a fixed 2.52% and the final 5 years are variable at 2.05% and resets every five years</i> (6) <i>First 15 years are at a fixed 2.56% and the final 5 years are variable at 2.05% and resets every five years</i>						

Worth noting is that in the staff report to the Council on November 6, 2019, staff noted various assumptions. At that meeting, based on the current financial market conditions, the following assumptions were made for the purposes of calculating estimated savings from the proposed energy saving improvements:

Table 2: Financing Assumptions from Nov. 6, 2019 Council meeting	
A. Finance term	20 years
B. Annual interest rate on the loan	2.85%
C. Annual escalation of electricity cost	4.3%
D. Annual escalation of operating and maintenance cost	3%

FINANCING OVERVIEW

The following provides an overview of the proposals from both lenders, plus a third summary that is non-callable.

1. Cal Bank and Trust Proposal

15-year Option

If the City chooses either of the 15-year options, the most attractive offer came from California Bank and Trust. The following is a summary of this option:

- The interest rate is locked for 60-days which should cover the period through closing.
- The loan is callable in whole or in part on any date with no prepayment penalty.
- The bank would require the City to keep the project funds with the bank and they would disburse the funds as escrow agent.
- They do not require fees for either bank counsel or a lender representative.

20-year Option

Cal Bank and Trust also presented a 20-year option that has a fixed rate of 2.52% on the level debt service option and 2.56% of the escalating debt service option. Under both scenarios, the first 15 maturities would be at the respective fixed interest rate, but the last 5 maturities would be at a variable interest rate that resets every five years. A few items worth highlighting:

- Currently the variable rate on the final 5 maturities would be set for the first five years at 2.05%.
- While this would be the lowest 20-year option in terms of interest cost, the City would need to decide if it can tolerate the variable rate risk on approximately 30-40% of the loan as the rate resets every five years.
- The interest rate is locked for 60-days which should cover the period through closing.
- The loan is callable in whole or in part on any date with no prepayment penalty.
- The bank would require the City to keep the project funds with the bank and they would disburse the funds as escrow agent.
- They do not require fees for either bank counsel or a lender representative.

One thing to consider on this option is that the loan is callable in whole or in part on any date with no prepayment penalty. Should the opportunity arise at some future date or should the variable rate increase significantly, the option to refund the obligation will always be available

2. Bank of America Proposal

If the City wishes to choose either of the 20-year options and desires that the interest rates remain fixed for the entire term, the most attractive offer came from Bank of America. Some highlights:

- The interest rate is locked through December 31, 2019.
- The loan would be callable on any payment date in whole only at 102%.
- This would not allow the City to prepay portions of the loan over time.
- They do not require fees for either bank counsel or a lender representative.

3. Municipal Finance Corporation Proposal (Non-Callable Option)

One last proposal to note was received from Municipal Finance Corporation. They would have the lowest fixed rate interest rates for the entire term on both the 15-year (2.39% and 2.42%) and 20-year (2.60% and 2.66%) options but the loans would be non-callable. The concern regarding non-callable is the loans would not have the ability to be restructured or refinanced at some future date. This is particularly true given that the estimated energy savings are just that, an estimate, and the flexibility to restructure the obligation could be important if the savings do not materialize as planned.

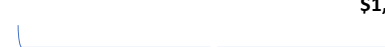
ESTIMATED ENERGY SAVINGS

From Table 1 above, the level debt service option, whether a 15 or 20-year term, a few items to note:

- Either option clearly provides the most net energy savings as compared to its' escalating counterpart.
- It is also important to analyze the cash flow based on the estimated energy savings versus the proposed annual debt service on the lease obligation.

The estimated energy savings were provided by Engie for 30 years, but for purposes of this report, the focus is simply the 15 to 20-year time horizon of any proposed loan. Table 3 shows the net annual energy savings on a cash flow basis for each scenario:

Table 3: Estimated Net Annual Energy Savings/(Cost)

	Cal Bank and Trust	Cal Bank and Trust	Cal Bank and Trust	Cal Bank and Trust	Bank of America	Bank of America
FY	15yr Level	15yr Escalating	20yr Level	20yr Escalating	20yr Level	20yr Escalating
2021	(247,147)	(251,188)	(233,542)	(232,130)	(273,440)	(275,470)
2022	(197,426)	(229,950)	194,194	275,170	134,159	210,049
2023	(263,662)	(219,049)	127,667	263,223	68,195	200,165
2024	(208,171)	(228,562)	182,642	273,595	123,816	208,660
2025	(506,063)	(182,053)	(115,002)	217,732	(174,086)	165,610
2026	(459,319)	(188,746)	(68,259)	226,489	(127,491)	171,854
2027	(368,636)	(203,625)	22,175	243,186	(37,092)	185,301
2028	(317,175)	(210,736)	74,126	252,741	14,938	192,878
2029	(263,828)	(219,482)	126,701	262,889	67,707	200,287
2030	(208,492)	(227,655)	182,005	272,801	123,324	207,720
2031	(151,056)	(237,044)	240,121	283,649	180,885	216,359
2032	(91,412)	(246,424)	300,148	295,596	240,503	225,386
2033	(29,443)	(256,565)	362,201	306,833	302,297	234,017
2034	34,969	(266,233)	426,398	318,569	367,372	243,470
2035	102,932	(277,178)	493,849	331,991	433,854	252,969
2036	1,840,376	1,840,376	562,903	344,815	503,871	262,753
2037	1,912,904	1,912,904	635,559	357,960	576,542	273,065
2038	1,988,293	1,988,293	711,569	372,803	652,002	283,170
2039	2,066,658	2,066,658	790,056	386,547	730,394	295,318
2040	2,148,115	2,148,115	871,159	402,403	811,861	306,782
Totals	\$6,782,417	\$6,511,856	\$5,886,670	\$5,456,862	\$4,719,611	\$4,060,343
		\$270,562		\$429,809		\$659,268
						
	Difference		Difference		Difference	
						
			Difference			
					\$1,167,060	

From the above estimate of energy savings:

- Staff would recommend either of the 20-year scenarios, leaning towards the level debt service option.
- While there are a few years of a net energy cost, the overall savings are between \$430,000 and \$660,000 over time.
- If the City can tolerate some portion of the loan being variable, the 20-year Cal Bank and Trust option could provide significantly more savings (currently estimated at \$1.17 million) as compared to the Bank of America 20-year option. However, actual savings are very dependent on where the interest rate would reset every five years

FINANCIAL IMPACT:

It is estimated that a portion of the proposed payments on the loan can be allocated to the City's Water Enterprise Fund, a portion to the City's Wastewater Enterprise Fund and the balance to the City's General Fund.

ATTACHMENT:

1. Summary of Term Sheet Responses

City of Madera
2019 Solar Lease Financing
Summary of Proposals Received
November 8, 2019



	<u>Academy Bank [2]</u>	<u>BBVA Compass</u>	<u>Bank of America</u>	<u>Cal Bank & Trust</u>	<u>Municipal Finance Corp</u>	<u>Pinnacle Public Finance</u>	<u>Sterling National Bank</u>
Interest Rate:					<u>Callable</u>	<u>Non-Callable</u>	
15-Year Term, Level DS			2.569%	2.51%	2.67%	2.39%	2.800%
15-Year Term, Escalating DS			2.586%	2.55%	2.72%	2.42%	2.810%
20-Year Term, Level DS	3.57%	2.84%	2.770%	Variable, See Footnote [3]	2.92%	2.60%	2.935%
20-Year Term, Escalating DS		2.88%	2.790%	Variable, See Footnote [4]	2.96%	2.66%	2.940%
Rate Lock Terms:		Upon credit approval, rate is locked 60 days (subject to breakage fees)	Rate locked through December 31, 2019	Rate locked up to 60 days	Rate locked up to 60 days	Rate locked through December 8, 2019	Rate locked through December 18, 2019
Prepayment Terms:							
15-Year Term			Callable any payment date, in whole only, at 102%	Callable in whole or in part, anytime at par	Callable on any payment date commencing December 1, 2024 at par	Callable any payment date at 102%	Callable in whole but not in part on any payment date, year 4-6 at 102%, year 7-9 at 101%, year 10+ at 100%
20-Year Term	Callable anytime in whole or in part without penalty	Callable after the 10th anniversary at par, however earlier calls are available upon request, at a premium to the proposed interest rate	Callable any payment date, in whole only, at 102%	Callable in whole or in part, anytime at par	Callable on any payment date commencing December 1, 2026 at par	Callable any payment date at 102%	Callable in whole but not in part on any payment date, year 4-6 at 102%, year 7-9 at 101%, year 10+ at 100%
Costs: [1]							
Bank Counsel	\$10,000	\$17,500	\$0	\$0	\$10,000	\$0	\$0
Escrow Agent	\$0	\$0	\$0	\$1,500	\$0	\$750	\$0
Lender Rep.	\$0	\$0	\$0	\$0	\$5,000	\$0	\$0
Proposal Expiration:		November 22, 2019	November 22, 2019		November 13, 2019		November 15, 2019

[1] Additionally, bond counsel, municipal advisor, placement agent and miscellaneous fees may apply to all proposals.

[2] Academy Bank can only loan up to \$5,000,000 on this transaction.

[3] Maturities 12/1/2021 through 12/1/2034 will have a fixed rate of 2.52%. The maturities 12/1/2035 through 12/1/2039 will have an initial rate of 2.05%, and will reset every 5-years based on the 5-year Federal Home Loan Bank Des Moines Regular Fixed Advance Rate Index.

[4] Maturities 12/1/2021 through 12/1/2034 will have a fixed rate of 2.56%. The maturities 12/1/2035 through 12/1/2039 will have an initial rate of 2.05%, and will reset every 5-years based on the 5-year Federal Home Loan Bank Des Moines Regular Fixed Advance Rate Index.

The following banks declined to submit a proposal:

Banc of California
BB&T Governmental Finance
Banner Bank
BCI Capital Management

Capital One
CoBiz Public Finance
Five Star Bank
First Foundation

First Internet Bank
Flagstar Bank
Key Bank
Opus Bank

Orix Bank
Pacific Western Bank
River City Bank
Signature Bank

Westamerica Bank
Western Alliance Bank

Estimated Closing Date: December 18, 2019
Approximate Principal Amount: \$19.9 Million
Final Maturity: Dec. 1, 2034 or Dec. 1, 2039