

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

NOTICE AND AGENDA

**Wednesday, March 18, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

ROLL CALL: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bomprezzi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

INVOCATION: Pastor Lee Brooks, Eastside Church of God

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

INTRODUCTIONS

1. Brandon Bianchi, Police Officer
2. Brian Majors, Police Officer

A. WORKSHOP

A-1 Workshop on ADA Self Evaluation and Transition Plan (Report by Wendy Silva)

B. CONSENT CALENDAR

- B-1 Minutes – 2/18/15
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving an Agreement with Pitney Bowes for Lease of Mail Processing Equipment and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-4 Consideration of a Resolution Approving a Sixth Amendment to the Madera Cab Company's Lease at the Intermodal Facility and Authorizing the Mayor to Execute All Related Documents (Report by Daniel Abdella)
- B-5 Consideration of a Resolution Reappointing Bruce Norton to the City of Madera Planning Commission (Report by Chris Boyle)
- B-6 Consideration of a Resolution Approving a Three-Year Agreement for Services with Laurin Associates, A Division of Raney Planning and Management, to Conduct Annual Home Long Term Monitoring for the Arborpoint and Madera Family Apartments and Authorizing Necessary Budget Adjustments (Report by Daniel Abdella)
- B-7 Consideration of a Resolution of the City Council of the City of Madera Approving Amendments to the City of Madera Fiscal Year 2014-2015 Budget Appropriating Funds to Specified Accounts for Funding of a Feasibility Study for the Proposed Madera County Center for the Arts (Report by David Tooley)

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

- C-1 A Public Hearing to Consider an Appeal by Barnes Welding Supply of the Planning Commission Denial of Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, which Requested a Modification of an Existing Use Permit to Allow for Outdoor Storage

And

Consideration of a Resolution of Determination on the Appeal (Report by Chris Boyle)

- C-2 Second Reading and Consideration of Adoption of an Ordinance Amending the Zone District of Specific Parcels in Order to Provide Consistency between the General Plan and Zoning, and Compliance with the Housing Element of the City's General Plan (Report by Chris Boyle)
- C-3 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California, Amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax (Report by Brent Richardson)

D. WRITTEN COMMUNICATIONS

- D-1 Update on Valley Children's Hospital (Tim Curley)
- D-2 Written Communication from the Madera National Little League Requesting Improvements to Field 1 at Lions Town and Country Park (Steven Barsotti, Larry Pietrowski)

E. ADMINISTRATIVE REPORTS

- E-1 Presentation of the Mid-Year Operational Budget Report and Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2014/2015 Budget (Report by Tim Przybyla)
- E-2 Report and Request for Direction on Possible Changes to the Method of Managing and Funding Landscape Maintenance Districts (Report by Keith Helmuth)
- E-3 Consideration of a Request from the City's Solid Waste Franchise Hauler to Change the Annual Residential Curbside Clean-Up Program to a Semi-Annual Drop-Off Based Program (Report by Dave Randall)

F. COUNCIL REPORTS

- F-1 Request for Appointment of an Alternate to the San Joaquin Valley Air Pollution Control District Special City Selection Committee (Report by Sonia Alvarez)

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT – Next regular meeting April 1, 2015

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.

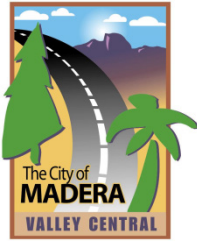
The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least 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.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for March 18, 2015, near the front entrances of City Hall at 3:00 p.m. on March 13, 2015.



Sonia Alvarez, City Clerk



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

**February 18, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 2/18/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin (arrived at 6:20 p.m.)
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Absent: Council Member Charles F. Rigby

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Fire Chief Nancy Koerperich, and Battalion Chief Jim Forga.

INVOCATION: Chaplain Mike Unger, Madera Rescue Mission

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

PUBLIC COMMENT:

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

Galen Wright stated he is a retired Administrator of the Madera Unified School District and for the past three years he has been the volunteer coordinator for the Central Valley Regional First Robotics Competition. He advised it will be held for the fourth time beginning March 6, 2015 through Sunday, March 8, 2015. He commented that he is approaching three-quarters of a century in age and asked that they please excuse him if he has been unorganized. He should have been here before and should have carried with him invitations for the Council to attend. He will try to get those to them before the event so that they can, not only attend the event if they wish to but also, Mr. Hollman who is Principal at Madera High School and who is the regional planner for the event, intends to hold another VIP luncheon for folks. He commented that it is going to be very important this year because First, the international organization,

has said that this \$100,000 plus event has been in the red for the past three years and they are in jeopardy of losing the event in their area which would be a great misfortune. Mr. Wright commented that as they know, it is an international activity. Yesterday their students at Madera High School and throughout California bagged and tagged, as they call it, their robots. They were given the design on January the 3rd in a broadcast from NASA to tell them what the game was going to be about and what the parameters of it were. He noted that their local team, 1323, as well as many others have been working feverously to design, construct, and test their robot. He added that this year they will have 50 teams and one of which will travel all the way here from China. He commented that it is a pretty prestigious event for their area and they just wanted to bring it to the Council's attention. He apologized once again for not marking this on his calendar with more anticipation to be ready with handouts and flyers.

Mayor Poythress commented that in spite of that Mr. Wright is always very good at delivering the message. He stated his appreciation for that and agreed that it is a great event for those who have never been, they are missing out. He encouraged everybody here to attend and check out the action. It is very unique and it is remarkable what these young people can do. He thanked Mr. Wright.

Mayor Poythress asked if there is anybody else who would like to make a comment at this time. No other comments were given and Mayor Poythress closed the public comment.

PRESENTATIONS Presentation of Dual Fire Logo (Chief Nancy Koerperich)

Mayor Poythress commented that he doesn't see Chief Koerperich.

City Administrator David Tooley commented that he doesn't know if Chief Koerperich had a conflict or an emergency and suggested that they perhaps hold this item in abeyance and see if she arrives later.

Mayor Poythress was fine with that and advised that they would hold off on presentation.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 1/21/15

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Replacement of Police Canine Max (Report by Wendy Silva)

B-4 Consideration of a Resolution Reappointing Karen Brown and Appointing Harland T. Walters II and Dynette Fernandes to the City of Madera Beautification Committee (Report by Mary Anne Seay)

B-5 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a Donation to the Madera Police Department K9 Unit (Report by Steve Frazier)

B-6 Consideration of a Minute Order Authorizing the Mayor to Execute the Release of Liability Claim Form for AAA Insurance Company (Report by Wendy Silva)

B-7 Consideration of a Minute Order Acceptance of the Construction of Bridge Preventative Maintenance Schnoor Avenue Bridge and Cleveland Avenue Bridge Federal Project No. BPMP 5157 (081) City Project No. ST 11-09 (Report by Keith Helmuth)

- B-8 Consideration of a Resolution Accepting Improvements for El Coronado Estates Subdivision (Report by Keith Helmuth)
- B-9 Consideration of a Resolution Approving Policies and Procedures of the Community Development Block Grant Review and Advisory Committee (Report by Daniel Abdella)

Mayor Poythress asked if members of the Council would like to pull any items from the consent calendar for further discussion or elaboration. No request were made and Mayor Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS RIGBY AND MEDELLIN.

RES. NO. 15-31 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA REAPPOINTING KAREN BROWN AND APPOINTING HARLAND T. WALTERS II AND DYNETTE FERNANDES TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

RES. NO. 15-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING IMPROVEMENTS FOR THE EL CORONADO ESTATES SUBDIVISION AND AUTHORIZING THE FILING OF THE NOTICE OF ACCEPTANCE

RES. NO. 15-33 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING POLICIES AND PROCEDURES FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning 2.39-acres Located on the East Side of Emily Way at its Intersection with Joya Drive from the PD-3000 (Planned Development) Zone District to the PD-1500 (Planned Development) Zone District**

Planning Manager Chris Boyle advised that for Council's review is a final step in the adoption of an ordinance which rezones a 2.39 acre parcel from the PD-3000 to the PD-1500 zone district. He noted, as a refresher, that Council saw this item recently and approved a precise plan which would allow for the development of a 54 unit apartment complex. Mr. Boyle added that staff and the Planning Commission would continue to recommend adoption of the ordinance. Mr. Boyle offered to answer any questions the Council might have.

Mayor Poythress asked if members of the Council have any questions for Mr. Boyle. No questions were asked and Mayor Poythress asked the City Clerk to read title.

The ordinance was read by title by the City Clerk.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO WAIVE FURTHER READING AND ADOPT THE ORDINANCE. THE MOTION WAS SECONDED BY MAYOR PRO TEM OLIVER AND ORD. NO. 915 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS RIGBY AND MEDELLIN.

ORD. NO. 915 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 2.39 ACRES OF PROPERTY LOCATED ON THE EAST

**SIDE OF EMILY WAY AT ITS INTERSECTION WITH JOYA DRIVE FROM THE
PD-3000 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-1500
(PLANNED DEVELOPMENT) ZONE DISTRICT**

**C-2 Second Reading and Consideration of Adoption of an Ordinance Amending
Section 7 of Chapter 9 of Title I of the Madera Municipal Code Pertaining to Notice**

City Attorney Brent Richardson commented that this is the same ordinance brought to the Council for introduction at the last regular meeting. As stated before, it basically closes what essentially amounts to a loophole in the language regarding the issuance of notices of violation (NOV's) especially as it pertains to enforcement of abandoned vehicles and that type of thing.

Mayor Poythress asked if members of the Council have any questions for Mr. Richardson. No questions were asked and Mayor Poythress asked the City Clerk to read title.

The ordinance was read by title by the City Clerk.

**COUNCIL MEMBER BOMPREZZI MADE A MOTION TO WAIVE FURTHER READING AND ADOPT
THE ORDINANCE. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY AND ORD.
NO. 916 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS
RIGBY AND MEDELLIN.**

**ORD. NO. 916 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING SECTION 7 OF CHAPTER 9 OF TITLE I OF THE
MADERA MUNICIPAL CODE PERTAINING TO NOTICE**

**C-3 Consideration and Acceptance of a Report on the Status of the Proposed Projects
in the Capital Improvement Program for 2015-16 to FY 2019/20 and Authorization to
Submit the Capital Improvement Program for 2015-16 to FY 2019/20 to the Planning
Commission for Determination of Conformity to the City General Plan**

City Engineer Keith Helmuth advised this item serves two purposes. First is to allow Council the opportunity to review and comment on the list of projects proposed in the next fiscal year in the life of the 5-year Capital Improvement Program (CIP). Second is to authorize the submission of these projects to the Planning Commission for a determination that they conform to the City's general plan. He noted that the conformity finding represents an annual requirement and it is part of the state government code and they have to do it every year. Mr. Helmuth stated that most of the projects found in the CIP have been included in last year's conformity finding. He added that those projects have previously been reviewed by both the Council and the Planning Commission. He noted that in total there are 96 projects in this year's CIP with approximately 35 of those being new. He advised that there are multiple departments including Engineering, Community Development, Public Works, Parks, Airport, Transit, and the Redevelopment Agency (RDA) Successor Agency that have projects on this list. He commented that many of the projects in the CIP have federal and state funding and because of restrictions with regard to funding timeframes most of those projects will occur in the next 2 to 3 years. Additionally, the projects included in the CIP do not rely on the general fund. Mr. Helmuth advised that he along with Les Jorgensen and Jose Aguilar from the Engineering Department are available to answer any questions the Council may have about the report or any of the projects within the report.

Mayor Poythress thanked Mr. Helmuth and advised that it is definitely a very impressive list of contracts with a lot of fantastic plans for 15/16. Mayor Poythress asked if members of the Council have any questions for Mr. Helmuth. No questions were asked.

Mayor Poythress asked if Mr. Jorgensen wanted to say anything.

Mr. Helmuth commented that he thinks Mr. Jorgensen is indicating that they are looking for approval to take it to the Planning Commission.

Mayor Poythress noted that the recommendation is number one to consider and accept the status report and two is to authorize the City Engineer to submit the plan noting that it looks like there are two actions.

City Attorney Brent Richardson agreed and suggested they go ahead and take them separately since they have identified them separately.

Mayor Poythress stated he would accept a motion for action on the first item which is to accept the status report.

MAYOR PRO TEM OLIVER MADE A MOTION TO ACCEPT THE STATUS REPORT. THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON AND THE ACCEPTANCE OF THE REPORT ON THE STATUS OF THE PROPOSED PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM FOR 2015-16 TO FY 2019/20 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS RIGBY AND MEDELLIN.

Mayor Poythress stated he would accept a motion for the second item.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO AUTHORIZE THE CITY ENGINEER TO SUBMIT THE REPORT AS RECOMMENDED. THE MOTION WAS SECONDED BY COUNCIL HOLLEY AND THE MOTION FOR AUTHORIZATION TO SUBMIT THE CAPITAL IMPROVEMENT PROGRAM FOR 2015-16 TO FY 2019/20 TO THE PLANNING COMMISSION FOR DETERMINATION OF CONFORMITY TO THE CITY GENERAL PLAN WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS RIGBY AND MEDELLIN.

C-4 Consideration of a Resolution Approving a Tax Sharing Agreement between the City of Madera and County of Madera

City Administrator David Tooley stated in front of the Council this evening is a short term interim master tax sharing agreement for consideration. He advised that its underlying elements have to do with money and land use and those two are obviously related. He noted that it is not surprising that the City's interest and the County's are not necessarily aligned in all respects. He advised that the short term agreement allows them an opportunity to have a cooling off period, have both sides reassess, and try to find some middle ground particularly, the elements with regard to annexation of future properties. He noted that he could go on for a bit but recognized that the Mayor and Council Member Medellin were part of the City's negotiating team. He yielded to Mayor Poythress for any additional comments and added that he would then be happy to answer Council's questions.

Mayor Poythress stated he thinks Mr. Tooley gave a nice brief opening. He thinks the remaining information is in the report that was very well prepared by Mr. Merchen. Mayor Poythress asked if members of the Council have any questions.

Mayor Pro Tem Oliver asked if as part of this there was any direction or agreement as to evaluating the extent of the deferred maintenance costs relating to the conversation on annexing certain parts of the area.

Mr. Tooley responded that there was very specific discussion in that regard. They established a maximum expense with regard to the evaluation for the County. They are working towards an agreement on the scope of that. He commented that it is a fairly straight forward engineering analysis and he thinks they can present an order of magnitude work product that is sufficient for both parties to make a decision. He added that obviously that has to be done within one year. Their intent is to do it sooner rather than later to allow an opportunity for that discussion to take place.

Mayor Poythress asked if there are any other questions. There were no other questions and Mayor Poythress stated he would accept a motion for action.

MAYOR PRO TEM OLIVER MADE A MOTION TO APPROVE THE RESOLUTION. THE MOTION WAS SECONDED BY COUNCIL MEMBER HOLLEY AND RES. NO. 15-34 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSENT: COUNCIL MEMBERS RIGBY AND MEDELLIN.

RES. NO. 15-34 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A TAX SHARING AGREEMENT BETWEEN THE CITY OF MADERA AND COUNTY OF MADERA COVERING THE PERIOD BETWEEN JANUARY 1, 2015 AND DECEMBER 31, 2015

D. WRITTEN COMMUNICATIONS

D-1 Presentation on Local Control Accountability Plan

Babatunde Ilori stated he is the Director of Performance Management and Internal Communications at Madera Unified School District. He noted that it is a mouthful of a title but his primary duties are to really provide support to their school sites and development of their Local Control Accountability Plan. He advised that the purpose of this agenda item is really to provide the City Council with a very brief overview of what this new accountability plan is, what the new funding formula the state has given them is, and why this matters to the City Council. He advised that he would like to show a brief video which talks about the new funding formula at the state level and the different state priorities Governor Brown has laid out for their school district. They will notice in the video that it talks about decentralizing decision making so that really it is going to the community. They have to go out to the community to get feedback on how to utilize these extra resources they are going to get. *[The video did not play due to technical difficulties.]* Mr. Ilori moved on to his PowerPoint presentation. He noted that there are a couple of terms he will refer to including LCFF which stands for Local Control Funding Formula. He commented that originally the way the school districts received funding from the state is that they received a base funding amount for every single student they have; just a raw dollar amount based on the revenue projections they had for their district. He explained that Governor Brown passed this new law which requires them to not only give funding for students just based on the raw number of students in a school district but also based on three different demographic areas: low income students, English learners, and foster youth. He commented that at Madera Unified School District 90% of their students meet one or more of those categories so they actually get additional supplemental concentration grant funds for these students. He added what that means for them as a community, as a school district, is that they are going to get approximately \$17 million more next school year if Governor Brown's budget holds.

[Council Member Medellin arrived at 6:20 p.m.]

Mr. Ilori commented that one of the stipulations is that they have to come up with a plan to utilize this money and that is where the Local Control Accountability Plan comes into play. He advised that there are 8 state priorities that they need to basically meet that they outline within their plan. In order to develop that plan they are actually mandated at the state level to engage in the community to find out from the community how they should be utilizing these extra dollars in their school districts and in their community in order to meet these state priorities. He advised that pretty much sums up the Local Control Funding Formula. He noted that the other piece of the funding formula is signified by the red student symbol displayed. It shows grade level so they actually receive more dollars for the grade level of a student and then the bottom graphic shows the low income, English learner, and foster youth.

Mr. Ilori referred to the 8 state priorities and advised that this is categorized into three different areas: Conditions of Learning, Student Outcomes, and Engagement. He commented that within the different state priorities they have things such as, under Conditions of Learning, basic services. Basic services are that their school facilities are in good condition. Do they have updated facilities? Do they have credentialed teachers teaching the right classes? Do they have the right technology in place in their classrooms? He commented those are under basic services and that needs to be identified within the LCAP. For implementation of state standards he noted that people may have heard of the buzz word common core and that is some lingo that has been spoken about across the United States. He advised that in the State of California they have adopted their own standards so they have the implementation of

state standards that are happening. He commented that teachers need professional development in order to receive those standards. He added that this state priority is addressing that. Are their teachers getting the professional development they need? Do they have the time they need to adopt the curriculum, the new focal points of the new state standard, which is really around critical thinking and problem solving? The next state priority he wants to touch on is course access. Do students have access to a wide array of courses that give them the opportunity to do things like experiential learning? Are kids able to take classes that are applied learning where they are learning career oriented skill sets at the same time as learning some of these foundational skill sets to be successful in career?

Mr. Ilori referred to Student Outcomes. If they look at student achievement and other student outcomes, these are things such as are students scoring well on the SAT? This is a test that most post secondary institutions require. Are students prepared to graduate? Are they taking the right courses and are they going to graduate on time? Mr. Ilori commented that one thing that is near and dear to his heart is FAFSA which is the Federal Student Aid Application. If they complete it by the deadline, which is March 2nd, they can actually put themselves in a position as a 12th grade student to get access to not only federal student aid which is subsidized loans but also state aid which called Cal Grant. He noted they may have heard this but in the State of California if they are a low income student, which he just stated 90% of their students are low income, English learners, or foster youth, and if they fill out the FAFSA by March 2nd they actually put themselves in a position to potentially get the Cal Grant which pays for all their tuition. If they go to UCLA, if they go to UC Merced, if they go to Fresno State, they get all your tuition paid for. If they have a 2.0 GPA and above and they fill out the FAFSA by March 2nd and they are at a certain income level, even students that have parents that both are white collar positions, will have access to potential Cal Grant funds as well. He wanted to point that out because of the deadline. He noted that only 58% of their students have been completing that on time.

Mr. Ilori referred to the Engagement category which includes Student Engagement, Parent Involvement, and School Climate. This includes the number of students involved in sports, arts, other activities outside of just kind of the grueling kind of course work. What makes students want to come to school? For him it was soccer and he loved playing soccer so he went to school for that. He referred to parent involvement. Do parents feel like they can be involved in the school? Do they feel like they can volunteer? Do they feel like they have the ability to navigate their school system? They have a lot of different rules and processes. Mr. Ilori referred to school climate. Do they have a safe community? He noted that they obviously have partnerships with law enforcement and county enforcement as well but not only are their schools safe as it relates to just crime potentially but also as it relates to, for example, if you came in to one of their schools and you went to the office, do you feel like, you know what I'm causing an issue being in here and the staff there is unhappy with me being here, or do they create a welcoming environment for people. That is kind of an overview of the different state priorities. Mr. Ilori commented what they have done, because they have to and like he said they are mandated by the state to engage in the community, is that Superintendent Gonzalez has said what we want to do is not just kind of hit the check mark on this, we want to go above and beyond and try to do everything we can to engage in the community. Superintendent Gonzalez asked him to lead this work to engage in the community so they have had community meetings which they have done through their schools so they know hey these are all our parents at our schools. They have mailed flyers to them and they have gotten an ok engagement. He noted this will give them a sense of the engagement they have gotten. They have had about six community meetings and about 400 plus community members attended the meeting. They have provided feedback. He advised that the feedback on how to utilize their funds to address these state priorities that he just laid out has been rolled up to their school board and they are going to be utilizing that information to make a decision on the overall budget and core staffing at their 26 school sites across Madera Unified.

Mr. Ilori advised that the other thing they have is a Local Control Accountability Plan (LCAP) Community Survey. He noted that is another way that anyone can take it. He suspects no one in this room has taken that survey because they haven't really advertised it very well. What they have done is that they have tried to get it out to people at their school sites but they haven't done a good job, in his opinion, of getting outside of their school walls. He noted that is why he has spoken to a few of the Council Members and they suggested that maybe he come here and present this information and then get the word out in other

ways outside of their school walls. He commented that he suspects that more than 460 community members may have feedback on how they should utilize their funds.

Mr. Ilori advised that concludes his presentation and offered to answer any questions.

Council Member Holley stated Mr. Ilori's presentation was awesome because he attended the meeting last night and saw the work they put forward in getting everybody involved. The part he loved the most is that not only were the parents and teachers involved, they even let the students get involved. They gave their presentation on how they would like to have it at their schools and the things that came out of that was a long list of things. He knows the school district is going to have its hands full in trying to add the different curriculums that they need to put forward. He thinks they did a good presentation at the two meetings he attended.

Mayor Pro Tem Oliver stated he thinks this presents a great opportunity for the City to partner with local schools. He noted that it is certainly an exciting opportunity. He added that something he mentioned to Mr. Ilori when meeting with him briefly is that the City has had dozens of neighborhood watch meetings and he thinks everyone here who has attended those meetings, they can recall their Neighborhood Revitalization Director say on multiple times that two of the primary things that affect folks' property values are crime and school. He thinks there is probably a great level of buy in there. Thinking out loud, he thinks it would be exciting to have Mr. Ilori make a similar presentation or have the LCAP Community Survey on hand at a neighborhood watch meeting or something to that extent to engage the community. Mayor Pro Tem Oliver stated his appreciation to Mr. Ilori for coming out and presenting this.

Council Member Medellin stated he concurs with Mayor Pro Tem Oliver's comment. He noted that he met Mr. Ilori not too long ago. Last year they worked together on the Yes on G campaign. He added that Mr. Ilori is very passionate about his job and his outreach efforts in the community have been outstanding. He stated his appreciation to Mr. Ilori for coming here and making this presentation to them. He agreed with Mayor Pro Tem Oliver that they need to take advantage of that and noted that it would certainly behoove them as a City to partner with Mr. Ilori and join in those efforts. He thanked him again and commended him on a job well done. He knows Mr. Ilori is just barely scratching the surface but he thinks they can work together and help each other for the betterment of their community.

Mayor Poythress gave Mr. Ilori the contact number for Neighborhood Revitalization under the direction of Jim Taubert. He advised that Mr. Taubert can get him in touch with the neighborhood watch people and get him on that schedule. He added that Mr. Ilori or his team can hit those meetings. He commented that neighborhood watch is all about taking the City to the people and that is just an excellent place to get that information out. He advised that Mayor Pro Tem Oliver had a neighborhood watch meeting in his neighborhood and asked Mayor Pro Tem Oliver how many people attended.

Mayor Pro Tem Oliver responded that about 60 people attended that meeting.

Mayor Poythress commented that the meeting on Malone Street had about 25 people so they are very well attended and it is a great way to get some information out.

Mayor Poythress asked if there are any other questions. No other questions were asked and Mayor Poythress thanked Mr. Ilori.

D-2 Presentation on Proper Disposal of Unused Pharmaceuticals and Needles

Kacey Auston stated she is with HealthWise Medical Waste. They are a full service medical waste company. They service Madera Hospital as well as some smaller offices throughout the City of Madera. She noted that she is here to talk about the kiosk program. She explained that this is a program that they have implemented in other communities and have had huge success. What they do is go in and they set up kiosks usually in government buildings, police stations, fire stations, senior centers and residents can dispose of their unused pharmaceuticals and their used sharps needles. She advised that the kiosks are approximately 350 lbs each. They give them the option of bolting them down. She added that some

communities say yes bolt them down, some say no. She stated, knock on wood, they haven't had any issues whatsoever. She explained that they originally were designed to go into national forest for you to dispose of your food properly so she likes to say they are grizzly bear safe. She commented on why there is a need. She advised that one in five Californians are diabetic and when they go into the Hispanic communities the number goes down to one in four. She stated that the population of the City of Madera is approximately 63,000 so if they do the math there are about 14,100 residents that are diabetic. Given the City's demographics of their Hispanic community she figured a ballpark average. She noted that is just diabetics and most other people in this valley have allergies. She added that a lot of people use EpiPens and those are another example of injections. She noted that they are on and on of self injection that doctors prescribe.

Ms. Auston commented on other cities they have served in this program including the City of Reedley where they have seen success. They have 25,000 *[referring to population]*. They are 76% Hispanic. Last year they hauled 731 lbs of needles out of their city. She advised that Sanger is about 25,000 and they did 235 lbs the first year. The City of Clovis is 95,000 residents and they did 201 lbs of just needles out of their community. She commented that besides getting it properly disposed of, it is also a water issue. She noted that a lot of people feel the proper way to dispose of pharmaceuticals and needles is to flush them down the toilet and many years ago they were told to do that. Now they are finding that they are having to treat the sewer lines and it is costing communities more than it should. Ms. Auston commented that the reason the City of Reedley was so inspired to go with this kiosk program is that they had a clogged sewer main and when they went in to clean it out they found a bunch of needles comingled with other items. She added that not only did they have to pay for the repair of that sewer line, it could have been a worker's compensation issue because now they are in the risk of somebody getting poked by a needle that they don't know what it has been contaminated with. She advised that they also have the issue of public safety. She stated that anywhere they live in this community they will have someone going through their trash when they put their cans out on the curb. She noted that this prevents them from getting in the wrong hands because if they ask many people, and in her line of work she does, they will tell you oh I'm a diabetic. When they ask them what they do with their needles they will say well I put them in a coffee can, I put them in a soda bottle. Then she asks them when that is filled what do you do and they suddenly get quiet because they don't want to tell her I put it in the garbage can so now they have an issue with the worker and the sorter at the recycling facilities that they use getting stabbed. She noted that becomes a worker's compensation issue as well. Ms. Auston commented that nearly half of all addicts admit to experimenting in the home medicine cabinet as teenagers so now that is a public safety issue. She noted that by getting it out of the medicine cabinet, out of mom's medicine cabinet, out of grandpa's medicine cabinet, what have you, it prevents that temptation of a teenager starting to experiment and becoming a family issue. She commented that when that happens it becomes a community issue.

Ms. Auston noted that she explained briefly the need and now they want to know the cost. What is this going to cost my community? Why do we need it? She stated that in full disclosure, in their garbage contract, the City of Madera does have pick up for needles; not for pharmaceuticals for needles. She commented that the City has had the contract, she was there, a little over two years she believes it has been now, and they have had five calls for a pick up. She noted that they have to let them know this is the time we will be here, you have to be there to hand it to us because it is a public safety. She stated that on two of those calls they said no we are leaving on the curb and they tell them no you can't do that. She noted now they have an issue with a jar of needles sitting on the curb waiting for that driver and both times they have gotten them but they don't know if they have gotten them all. Ms. Auston stated the cost comes down to this and it is very, very simple. It is once a month service per kiosk. Her proposal is that the City considers starting out with two kiosks. She advised that the sharps kiosk is \$175 a month and that includes the service. She stated they include the kiosk in the service and then the pharmaceutical kiosk is \$200 a month because there is an extra cost in their destruction of the pharmaceuticals. She added that any additional service to pick up would be \$150. She has gone into communities and if they have to go into weekly service then she suggests that they get another kiosk at another location and that usually reduces the cost in the long run.

Ms. Auston stated that is it in a nutshell and it is as simple as it can be. She restated that the cost of two kiosks in a once of month service for the City of Madera, two of each kiosk, would be about \$9,000 a year. Ms. Auston offered to answer any questions from the Council.

Mayor Poythress asked if members of the Council have any questions. No questions were asked.

Mayor Poythress asked Ms. Auston if she has had a chance to talk to City staff.

Ms. Auston responded that she has talked to Public Works. She noted that is usually where the funds come out of because it is a service that they provide.

Mayor Poythress thanked Ms. Auston for the presentation.

Ms. Auston advised that each Council Member received a packet which shows the kiosk program and a little bit about their company, and an ink pen.

E. ADMINISTRATIVE REPORTS

E-1 Madera Police Department Annual Report

Chief of Police Steve Frazier stated this is an opportunity for him to kind of tout the work of the men and women in the Madera Police Department. Chief Frazier commented that their annual report is one of many tools that they use to demonstrate their transparency to the community to communicate to both the Council and community, and on a year like they had last year, to be very proud of their activity and then to thank the Council for partnering with them in their crime prevention efforts.

Chief Frazier referred to the display which shows a 5 year comparison. He explained that the numbers on the bottom represent 2014 numbers and the numbers in the red signify a five year level. He noted that in six out of nine categories they have reduced to a five year low their crime trends. He commented that it is a pretty significant move for the Police Department. If they look back at the five years there is up and down, there is fluctuation but last year, and they think by considerable effort of the officers and partnering with the Council and partnering with the community, that they have been able to impact crime significantly.

Chief Frazier referred to the next slide which is the percent change from 2013 to 2014. They see 33% in homicide, 39% in rape, and basically a 25% average in all Part I offenses. He explained that Part I offenses are homicide, rape, robbery, aggravated assault, burglary, larceny. He commented that those are the threshold of the criteria that they report to the FBI monthly to get annual numbers. He added that those are again the decision points that businesses look at when they want to come in to the community. They look at your Part I offenses and they see where and how those numbers reflect or should be reflecting so last year was a good year for them.

Chief Frazier referred to the display regarding accidents. He commented that he realizes there is a lot of data there. He commented that the UCR Data, the Uniform Crime Report, and accident data that is compiled by the Office of Traffic Safety (OTS) are typically a couple of years behind. They want to show the data they are comparing because they compare it to like kind cities. He explained that in the left column they are looking at 2012 which is the latest year that OTS compiled the data. The City is in a category with 102 other cities of like kind size, population, and vehicle miles traveled. He noted that the first one is their 2012 numbers. It starts at 168 total fatal and injury accidents. The next 2012 OTS ranking shows the City out of those 102 cities where they rank. He noted that for purposes of this category ranking number 1 is not number 1. He advised that ranking number 1 in a category is the worst category. They can see that the City is down towards the bottom. He commented that on pedestrians under 15 years of age the City ranks number 1 out of 102 cities; not quite a bragging point that they would like to be identified as. They also see 6 for driving under the influence 21-34 and they are 6 out of 102. He commented that it is not so bleak because they look at the 2013 numbers and they see pretty significant decreases across the board especially in pedestrians under 15. Then they go to 2014 and

while they see a decrease in most categories they see that their pedestrians under 15 are back up again but overall they have improved pretty much across the board since 2012. Their goal is obviously to reduce the pedestrians injured in accidents significantly. He commented Council Member Medellin was present at an accident scene last week where they had two young ladies that were hit. He reported that the young lady is doing fine and she is communicating as of this morning so that is a good thing.

Chief Frazier stated that another impact on this is their total DUI arrests. He commented that again 2012 is the last ranking. They had 223. They are 86 out of 102 cities. In 2013 they jumped to 325 and 315 in 2014 so those are pretty significant increases as well. He advised that he looks forward to OTS rankings coming out next year and they should fair a little better. Chief Frazier asked if members of the Council have any questions on the report.

Council Member Medellin stated he knows sometimes they are awarded grant money for DUI checkpoints, things like this. He commented that unfortunately these aren't the statistics they want but does this help in their efforts when they ask for possibly more grant money for these checkpoints and things of that nature.

Chief Frazier responded that in conversations with Mr. Abdella, he thinks the OTS grant, which is what they get to combat and deal with the DUI drivers, is becoming more competitive. He knows early on that was certainly a factor. He noted that they look at those numbers which are fairly significant and they kind of wonder if they are having an impact because those numbers continue to go up. He commented that the conversation they had relative to this as an internal is maybe they need to focus more on some sort of public education in regards to DUI enforcement because the numbers are going up and they would hope that they would have an inverse effect on that; that they would actually be able to start driving those numbers down based upon their enforcement activity. He advised that some of the things they are going to do to combat that is that they are going to move their motors as a team. They will have five officers assigned to work at particular times. During the school year they will all be out during the middle of the week. They will have five officers working traffic enforcement. In the summer they will move them to the evenings for DUI enforcement and they think they will be able to impact their problem areas more significantly with that kind of effort with the motor units.

Council Member Medellin commented that he likes that approach with education. He added that when they had Mr. Ilori here earlier, this could be something else they partner with, kids just getting their license that 16 to 18 year old range. Maybe they put efforts that way versus trying to catch them after they have already had too many. Council Member Medellin added that is great direction and thanked Chief Frazier.

Council Member Bompreszi asked if the DUI checkpoints are always at the same location. Do they move throughout the City or are they in one quadrant as opposed to another?

Chief Frazier responded that they move throughout the City. He added that they seem to hit similar locations repeatedly noting that they are kind of limited on space and being able to safely conduct a checkpoint. They need to be able to have their equipment in the roadway. That limits to the particular roadway width that they can have them on so they see them out on 145, Country Club, Cleveland because those roads can support their equipment and still allow traffic to get by and for them to be able to take people off the roadway to a location where they can provide further testing. He stated that there are certainly other areas that they would like to focus on but just the safety factor, not being able to put everything there keeps them in certain areas.

Mayor Poythress thanked the Chief for a well done report and commended everybody for a great job. He for one loves to brag about the department and the great job everybody is doing.

Mayor Poythress announced that they would now hear the presentation item.

PRESENTATIONS *Presentation of Dual Fire Logo (Chief Nancy Koerperich)*

Mayor Poythress stated today is a great day in the history of their Fire Department and asked Chief Koerperich to tell them what this is all about.

Chief Koerperich apologized to the Mayor and the City Council. They were outside and she thought it was like their Planning Commission meeting still so they didn't want to interrupt and apologized.

Chief Koerperich commented that there is quite a bit of background with a dual logo. She noted that it is one of those things in cooperative fire protection that shows the cooperators that they are working for, as a Cal Fire entity, is really committed to being in a cooperative relationship. She commented that they have 145 cooperative agreements throughout the State of California with cities, water districts, and counties, and they will find that not many of them have dual logos because there is a sense of entities maintaining their own identity which is what they really try to strive for in any of their cooperative agreements to maintain that identity. She added that when they can share in that identity it means even that much more to the folks that are here representing their citizens. She commented that the people that work for the City in their stations live here, love it here, work for everything they can do for their citizens and for the people that visit their town. When they get an opportunity to share in something like a dual logo it means quite a bit. She displayed the newest dual logo for the Cal Fire group and advised that they are already talking about the fact oh Madera City is going to a dual logo. She heard that from her friends in Redding, California. She noted that it really is a very special event. She knows that the City already agreed to it and allowed for them to do that but they wanted to show the City what it looks like and how proud they are to represent the City in a cooperative agreement and this is why they wanted to do a quick presentation for the Council. Chief Koerperich distributed stickers of the dual logo to the Council.

Mayor Poythress thanked Chief Koerperich and added that this is such a wonderful thing and they too are very honored.

Chief Koerperich displayed a photo of the fire engines and other fire vehicles with the new dual logo on. She added that they are very proud of the logo and that it really is a great opportunity to show a partnership with them and the City. It means a great deal to them and they really can't thank the City enough for giving them the support in the dual logo. It is her hope that they will be able to use the City's support to help them get dual logos in some of their other cooperative agreements. She restated her appreciation to the Council for all the support they get and thanked them.

Council thanked Chief Koerperich.

F. COUNCIL REPORTS

Council Member Robinson reported that on Monday he attended the Oversight Board Meeting.

Council Member Robinson reported that today he attended the James Monroe Elementary Anti-Graffiti Rally.

Council Member Robinson reported that earlier he attended the San Joaquin River Conservancy meeting where Council Member Holley received an award for his participation. He served two years on their board. He added that County Supervisor Max Rodriguez was also recognized.

Council Member Holley commented that it was a great honor to be recognized by the San Joaquin River Conservancy.

Council Member Holley reported that he and Council Member Robinson received the Trailblazers Award for the African American Museum for paving the way for African Americans here in the City of Madera.

Council Member Holley reported that last night he attended a presentation at Sierra Vista School given by Mr. Ilori with the Madera Unified School District. He commented that they talked about partnerships and that is what they really need to get involved in helping the school district guide their children. He thinks the City as a whole needs to grab a hold of that and do more besides just waiting for the school board to

really make all those decisions. He thinks they have a great impact on the board today to make different decisions to help them in ways. He thinks they can do a lot together and restated that was a good presentation.

Council Member Holley reported that he had a weekend to himself. He went to Reno for his birthday.

Council Member Medellin reported that he attended the Police Department's town hall meeting last Thursday at Madera High School. There were about 60 people in attendance and it was very well put together. He commended the Chief and his staff for doing a fantastic job. Council Member Medellin commented that there was a lot of engagement and a lot of involvement. There were people from different parts of the City not just one particular area and they all had similar concerns in areas and different concerns in others but they addressed them very well. He appreciates what Chief Frazier had done. Council Member Medellin added that he was quoted in the paper that whether there are 6 people or 60, and he also said or 600, they will be there for them. He restated that Chief Frazier has done a fantastic job with bringing the department to their neighborhood, to town hall meetings. He noted that is outreach and that is what they are looking for. He touched on this at the last meeting regarding the issue where somebody was concerned about crime in the park and when he saw the numbers that Commander Lawson gave him, he thought that was monthly and it turned out to be yearly. He commented that single digit crime in some of the parks for an annual report was amazing to him. He knows that the Chief is very passionate when somebody says there is crime and what are you going to do about it. He again stated his appreciation and added that he too is very proud of the Police Department and the work they do in those outreach efforts. It was a well attended and well put together town hall meeting.

Council Member Robinson reported that last Thursday he attended the League of Cities meeting in Reedley. Chief Dyer and Lisa Smittcamp were there and the discussion was on Proposition 47.

Mayor Poythress reminded everybody that Council Member Robinson is the 1st Vice President on the South San Joaquin Division of the League of Cities. He thanked him for keeping up the work.

Mayor Poythress thanked Chuck Doud of the Madera Tribune for the nice coverage he gave for their town hall meeting with the Police Department and it was really good.

Mayor Poythress thanked the Parks and Community Services Department for leading the charge on the volunteer date coming up on Saturday, February 28, 2014. He commented that there will be several of these during the year. He thanked them for helping the community engage. He added that they also appreciate the work that other departments do including Public Works, Engineering, IT, Human Resources, Grants. He noted that they have a great City and a great team and that is what it takes. He added that some departments are higher profile than others but that doesn't diminish the efforts that everybody else puts out.

Council Member Holley stated the Big Brothers and Big Sisters program is very dear to his heart. He commented that the department is stretching farther in opening up to other schools but the problem they have is finding mentors. He encouraged consideration by those who don't think they have at least 45 minutes to give to a kid. It really means a lot to have a lunch buddy. He added that the smile on the kids face to see an adult, a special elected official or management of any program or any parts of the City, to come and share with them and give them some guidance. He knows they all have kids and grandkids but he thinks they can take 45 minutes out, instead of sitting at a coffee shop, to give a kid the time of day to let them know that somebody really cares about their future. He added that they have so many homeless kids today and so many other kids that don't think we care about them. He noted that one on one could make a difference.

Mayor Poythress announced that they would now move into closed session.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson requested that item G-4 be pulled from the agenda. He then announced that the Council will adjourn to closed session in two items pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel in pending litigation as described under item G-2; and pursuant to Government Code Section 54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-3.

The Council adjourned to closed session at 7:02 p.m.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1): 1 case:

Jose Obregon WCAB No. ADJ 1759351

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

G-4 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

One case: City of Madera v. Roy Roberts et al.
Madera Superior Court Case No. MCV062827

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 7:13 p.m.

City Attorney Brent Richardson announced that the Council met in closed session in two items pursuant to Government Code Section 54956.9 (d)(1) to discuss conference with legal counsel in pending litigation as described under item G-2 and reported that no reportable action was taken; and pursuant to Government Code Section 54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-3 and reported that no reportable action was taken.

ADJOURNMENT

The meeting was adjourned by Mayor Poythress at 7:14 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor

City of Madera

Council Meeting Of	March 18, 2015
Agenda Item No.	B-2

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

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 3/18/2015

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

February 20, 2015 to March 5, 2015

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

General Warrant:	198511-198651	\$	899,289.70
Wire Transfer	Union Bank Payroll and Taxes	\$	502,160.29
Wire Transfer	SDI	\$	1,517.59
Wire Transfer	Cal Pers	\$	156,093.07

Respectfully submitted,



Tim Przybyla
Financial Services Director

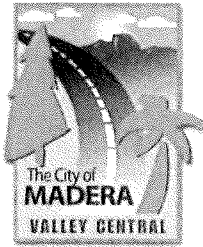
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
March 9, 2015

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
198511	2/26/2015	VEGA, SONYA	FACILITY DEPOSIT REFUND	100.00
198512	2/26/2015	AT&T	01/15 SVS 5596641958648	781.56
198513	2/26/2015	ACUTEKSYSTEMS, LLC	DISC STORAGE FOR BACKUPS	5,715.00
198514	2/26/2015	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR FEBRUARY 2015	63.00
198515	2/26/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXPENSE 2/27/15 PR	766.19
198516	2/26/2015	AMERICAN BUSINESS MACHINES	PRINTER MAINT AGREEMENT FEBRUARY 2015	904.81
198517	2/26/2015	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
198518	2/26/2015	SILVER DIAMOND C/O MADERA MANAGEMENT CO	Utility Billing Deposit Refund	25.95
198519	2/26/2015	BSK ASSOCIATES	PERMIT COMPLIANCE	39.00
198520	2/26/2015	BANK OF THE WEST	IN CAR CAMERAS	8,713.46
198521	2/26/2015	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD FEBRUARY 2015	192,467.62
198522	2/26/2015	BRAVO, ROBIN	PER DIEM LCW ANNUAL CONFERENCE	410.90
198523	2/26/2015	BUSHONG, JASON	MILEAGE REIMBURSEMENT	47.67
198524	2/26/2015	CDW GOVERNMENT, INC	ADOBE ACROBAT FOR HR	546.00
198525	2/26/2015	CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	1,068.00
198526	2/26/2015	CALPERS	1959 SURVIVOR BENEFIT- SAFETY PD	10,009.80
198527	2/26/2015	MADERA TROPHY	TBALL FLYERS	272.16
198528	2/26/2015	CANON FINANCIAL SERVICES	COPIER LATE CHARGES	222.18
198529	2/26/2015	CENTRISYS CORP.	CENTRIFUGE LUBRICANTS	523.43
198530	2/26/2015	EXECUTIVE COMMUNICATION SYSTEMS	ANNUAL SUPPORT AGREEMENT FY 2015	4,600.00
198531	2/26/2015	CHICK, CHARLES	01/25/15 MILEAGE REIMBURSEMENT	40.30
198532	2/26/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 2/27/2015 PAYROLL	1,100.57
198533	2/26/2015	COMCAST	CITYWIDE INTERNET SPLIT FEB- MAR 2015	1,520.00
198534	2/26/2015	COMPUCOM SYSTEMS INC	ADDITIONAL MICROSOFT SERVER LICENSES	5,114.16
198535	2/26/2015	DIAMOND COMMUNICATIONS	ALARM MONITORING	26.00
198536	2/26/2015	ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE BILL MARCH 2015 SKEELS	5,658.20
198537	2/26/2015	MENDOZA MICHAEL	Utility Billing Credit Refund	21.29
198538	2/26/2015	JACKSON BRIAN	Utility Billing Credit Refund	220.90
198539	2/26/2015	PESTORICH HOLDINGS C/O KEVIN GORNY	Utility Billing Deposit Refund	143.68
198540	2/26/2015	RODRIGUEZ ANASTACIO OR CITY OF MADERA	Utility Billing Credit Refund	145.18
198541	2/26/2015	SALAS GIL	Utility Billing Credit Refund	52.89
198542	2/26/2015	AZEVEDO JOSEPH	Utility Billing Credit Refund	116.20
198543	2/26/2015	ESPINOZA SEWER SERVICE	TOILET SERVICE	50.00
198544	2/26/2015	FORENSIC NURSE SPECIALISTS, INC.	ASSAULT EXAM	900.00
198545	2/26/2015	FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS JANUARY 2015	328.32
198546	2/26/2015	GEIL ENTERPRISES, INC.	FEBRUARY 2015 JANITORIAL SERVICES	7,753.73
198547	2/26/2015	GLOBAL CTI GROUP	ADDITIONAL PHONE SYSTEM LICENSES	2,274.30
198548	2/26/2015	KAISER FOUNDATION HEALTH PLAN	CITY MEDICAL COBRA KAISER MARCH 2015	119,754.81
198549	2/26/2015	LAW & ASSOCIATES	EMPLOYMENT BACKGROUND CHECKS	2,400.00
198550	2/26/2015	LEHR AUTO ELECTRIC	PD UTILITY BOX	1,065.55
198551	2/26/2015	LINCOLN AQUATICS INC.	CHLORINE FOR POOL	899.86
198552	2/26/2015	LINCOLN FINANCIAL	FEBRUARY 2015 LIFE & LTD INSURANCE	6,856.33
198553	2/26/2015	M A C E A	FEBRUARY 2015 MONTHLY DUES	28.00
198554	2/26/2015	M.C.E.A.	FEBRUARY 2015 MONTHLY DUES	195.00
198555	2/26/2015	MADERA CLEANERS & LAUNDRY	FLOOR MAT SERVICE	32.30
198556	2/26/2015	M P O A	FEBRUARY 2015 MONTHLY DUES	7,093.80
198557	2/26/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	88.00
198558	2/26/2015	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
198559	2/26/2015	MADERA UNIFIED SCHOOL DISTRICT	CNG FUEL	218.93
198560	2/26/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 02/27/2015 PAYROLL	5,723.25
198561	2/26/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 02/27/15 PAYROLL	1,773.66
198562	2/26/2015	NICHOLS CONSULTING ENGINEERS, CHTD.	COST CONSULTING SERVICES	1,600.00
198563	2/26/2015	OPERATING ENGINEERS, LOCAL #3	FEBRUARY 2015 MONTHLY DUES	4,510.00
198564	2/26/2015	PACIFIC GAS & ELECTRIC	01/15 SVS 9920095153-3	24,418.57
198565	2/26/2015	PREMIER ACCESS INSURANCE COMPANY	CITY PAID DENTAL BILL FEBRUARY 2015	33,154.81
198566	2/26/2015	PECK'S PRINTERY	NEIGHBORHOOD WATCH MANUALS	1,338.12
198567	2/26/2015	MASSETTI, GLORIA	REIMBURSEMENT FOR PERMIT #4723	500.00
198568	2/26/2015	PEREZ, SYLVIA	FACILITY DEPOSIT REFUND	100.00
198569	2/26/2015	BARROSO, PATRICIA	FACILITY DEPOSIT REFUND	100.00
198570	2/26/2015	PIERCE CONSTRUCTION	ASPHALT PATCHING	5,631.00

198571	2/26/2015	PLATT ELECTRIC SUPPLY, INC.	TRANSFORMER	837.46
198572	2/26/2015	POLYDYNE INC.	SLUDGE DEWATERING	5,365.44
198573	2/26/2015	QUAD-KNOPF ENGINEERING	LOVE'S EIR 1/04/15- 1/31/15	5,975.04
198574	2/26/2015	REGENCE BLUECROSSS BLUESHIELD OF UTAH	CITY PAID MEDICAL BILL CHUMLEY 03/15	288.70
198575	2/26/2015	RON'S TOWING & ROAD SERVICE	TOWING SVS	45.00
198576	2/26/2015	SPARKLETT'S	LAB & DRINKING WATER	60.42
198577	2/26/2015	SPEAKWRITE LLC	DICTIONARY SVS	481.08
198578	2/26/2015	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	7,708.28
198579	2/26/2015	TAMARACK PEST CONTROL	PEST CONTROL EXTRA WATER WELL 30	510.00
198580	2/26/2015	TESEI PETROLEUM, INC.	FUEL CHARGES	703.27
198581	2/26/2015	THRIVE FITNESS	FEBRUARY 2015 MONTHLY DUES	81.00
198582	2/26/2015	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS JANUARY 2015	110.00
198583	2/26/2015	UNION BANK OF CALIFORNIA	SVS FOR PERIOD NOV 1 TO JAN 31, 2015	875.00
198584	2/26/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 02/27/15	18,230.00
198585	2/26/2015	VERIZON WIRELESS	COUNCIL IPAD DATA PLAN JAN 11- FEB 10	266.07
198586	2/26/2015	VISION SERVICE PLAN-(CA)	VISION SERVICE PLAN VSP FEBRUARY 2015	2,311.86
198587	2/26/2015	WILDLIFE CONTROL TECHNOLOGY, INC.	MONTHLY RODENT CONTROL SVS	1,035.00
198588	3/5/2015	MAUS, CLARENCE	DEPOSIT REFUND	135.00
198589	3/5/2015	AT&T	02/15 SVS 2383716907120	2,363.73
198590	3/5/2015	AT&T	01/12 SVS 5596619081123	1,047.48
198591	3/5/2015	BSK ASSOCIATES	WATER SAMPLES	980.00
198592	3/5/2015	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	1,238.95
198593	3/5/2015	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	SOFTWARE UPGRADE	484.93
198594	3/5/2015	MADERA TROPHY	ADVERTISING- PRINTING	675.00
198595	3/5/2015	CENTRAL VALLEY PRESORT	01/15 AR STATEMENTS	8,479.09
198596	3/5/2015	COMCAST	02/15 SVS 8155500320322006	83.94
198597	3/5/2015	CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 01/15	150.00
198598	3/5/2015	DIAMOND COMMUNICATIONS	SEWER LIFT STATION MONITOR	598.50
198599	3/5/2015	SINGH HARJINDER S	Utility Billing Deposit Refund	74.83
198600	3/5/2015	GARNERO THERESA C/O MARTINELLI PROPERTIES LORI SILVA	Utility Billing Credit Refund	785.49
198601	3/5/2015	CARRILLO CONSUELO C/O MIRACLE REALTY	Utility Billing Credit Refund	186.94
198602	3/5/2015	RAMIREZ YOLANDA	Utility Billing Credit Refund	227.91
198603	3/5/2015	RAMIREZ YOLANDA	Utility Billing Deposit Refund	34.37
198604	3/5/2015	GONZALEZ CHARLES AND ALISA	Utility Billing Deposit Refund	61.53
198605	3/5/2015	HOULDING PRECISION FIREARMS	Utility Billing Credit Refund	571.29
198606	3/5/2015	KAUR RAMAN JIT	Utility Billing Credit Refund	261.67
198607	3/5/2015	ORTIZ IGNACIO O	Utility Billing Credit Refund	16.30
198608	3/5/2015	HERNANDEZ ARLENE	Utility Billing Credit Refund	220.43
198609	3/5/2015	DMP DEVELOPMENT	Utility Billing Deposit Refund	48.86
198610	3/5/2015	WONG MARILYN C/O MADERA MANAGEMENT CO. INC	Utility Billing Deposit Refund	59.10
198611	3/5/2015	ARIAGA MARYBELL C/O MADERA MANAGEMENT CO	Utility Billing Deposit Refund	33.73
198612	3/5/2015	VAN LOON MICHAEL AND MINES DENISE	Utility Billing Deposit Refund	16.77
198613	3/5/2015	ALCARAZ MEDINA SOCORRO AND JUAREZ SANCHEZ HILDA	Utility Billing Credit Refund	150.54
198614	3/5/2015	GONZALEZ ADRIANA	Utility Billing Credit Refund	48.89
198615	3/5/2015	COLLINS JEFFREY AND MONA	Utility Billing Credit Refund	222.54
198616	3/5/2015	CAL-PRIME REALTY	Utility Billing Credit Refund	221.16
198617	3/5/2015	BETANCOURT LISA LINDA OR CITY OF MADERA	Utility Billing Credit Refund	150.32
198618	3/5/2015	PEREZ JIMENA	Utility Billing Credit Refund	76.63
198619	3/5/2015	GREEN TREE SERVICING LLC	Utility Billing Credit Refund	179.43
198620	3/5/2015	RAMIREZ RUBY	Utility Billing Credit Refund	27.09
198621	3/5/2015	POPPLTON JOSEPHINE B	Utility Billing Credit Refund	129.11
198622	3/5/2015	KB HOME CENTRAL CALIFORNIA	Utility Billing Credit Refund	162.78
198623	3/5/2015	JAKUSZ PROPERTY MAINTENANCE	FEBRUARY 2015 MONTHLY MAINTENANCE	27,914.83
198624	3/5/2015	ENNIS TRAFFIC SAFETY SOLUTIONS	WATERBORNE PAINT	53,181.90
198625	3/5/2015	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG 2/15- 2/18/15	6,262.50
198626	3/5/2015	BURLESON, LACY	PER DIEM CRIME INVESTIGATIVE ANALYSIS	177.50
198627	3/5/2015	GEIL ENTERPRISES, INC.	SCRUB AND RECOAT FLOORS	985.00
198628	3/5/2015	HODGES, KRISTINE	REIMBURSEMENT FOR LUNCHES DURING TRAINING	24.00
198629	3/5/2015	JSL CONSTRUCTION INC.	INSTALLATIONS AT 27333 SAN BRUNO	300.00
198630	3/5/2015	CITY OF MADERA	DEPOSIT REFUND	22.00
198631	3/5/2015	MADERA COUNTY PLANNING	REMIT PROCEEDS FROM SALE OF 27333 SAN BRU	153,296.83
198632	3/5/2015	MADERA TRIBUNE	HELP WANTED AD	137.58
198633	3/5/2015	MARTINEZ, ANDREW	PER DIEM C/E OFFICER TRAINING INTERMEDTE	335.50
198634	3/5/2015	P G AND E	02/15 SVS 8307681856-2	1,198.15
198635	3/5/2015	PEREZ, JESSE	LICENSE FEE REFUND	38.00

198636	3/5/2015 ZAMORA, ADRIANA	FACILITY DEPOSIT REFUND	100.00
198637	3/5/2015 VILLASENOR, CAROLINA	FACILITY CANCELLATION	440.00
198638	3/5/2015 GALLEGOS, MONICA	FACILITY DEPOSIT REFUND	100.00
198639	3/5/2015 CASTILLO, REBECCA	FACILITY CANCELLATION	100.00
198640	3/5/2015 BENNETT, KRYSTAL	FACILITY DEPOSIT REFUND	100.00
198641	3/5/2015 PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	15.96
198642	3/5/2015 PETTY CASH - POLICE DEPT.	DETECTIVE PETTY CASH REIMBURSEMENT	784.05
198643	3/5/2015 PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	463.76
198644	3/5/2015 RAMOS, MARTIN	REIMBURSEMNT FOR LUNCHES DURING TRAINING	36.50
198645	3/5/2015 SCRAP TIRE CO.	TRAILER SERVICE	1,200.00
198646	3/5/2015 STEVE DOVALI CONSTRUCTION	PROGRESS PAYMENT NO. 4	82,104.72
198647	3/5/2015 TESEI PETROLEUM, INC.	FUEL CHARGES	452.15
198648	3/5/2015 TESEI PETROLEUM INC.	FUEL CHARGES 02/11/15- 02/20/15	28,962.52
198649	3/5/2015 THYSENKRUPP ELEVATOR CORPORATION	MONTHLY ELEVATOR SERVICE	910.86
198650	3/5/2015 UNITED RENTALS, INC	LIFT RENTAL	765.34
198651	3/5/2015 VERIZON WIRELESS	PD AIRCARDS JAN 11- FEB 10	3,087.66

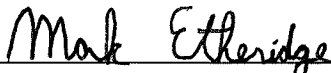
Bank # 1 - Union Bank General Account Total	899,289.70
---	------------



[Return to Agenda](#)

REPORT TO CITY COUNCIL

COUNCIL MEETING OF 3/18/15
AGENDA ITEM NUMBER B-3



REPORT BY: Mark Etheridge:
Business Manager, Parks & Community Services Department


APPROVED BY: Mary Anne Seay
Director, Parks & Community Services Department


APPROVED BY: David Tooley
City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT WITH PITNEY BOWES FOR LEASE OF MAIL PROCESSING EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends Council:

- 1.) Adopt the Resolution approving an Agreement with Pitney Bowes for lease of mail processing equipment to be located at the John W. Wells Youth Center.
- 2.) Authorize the Mayor to execute the agreement on behalf of the City.

SUMMARY:

The City has an existing lease agreement with Pitney Bowes for mail processing equipment located within the John W. Wells Youth Center. The equipment is necessary in order to provide an efficient and economical method of managing the Parks and Community Services Department's (PCS) mailing needs. The current annual cost of the lease is \$583.56 and the term ends on June 7, 2015. A new agreement needs to be executed prior to the expiration of the existing lease; the cost to the City will be \$671.16 for each of the next five years.

Parks & Community Services
701 East 5th Street * Madera, CA 93638 * TEL (559) 661-5495 * FAX (559) 675-3827
www.madera-ca.gov

DISCUSSION:

The City has had onsite mail processing equipment at the John W. Wells Youth Center for the use of the PCS since the Center's opening in 2010. Processing mail using this equipment has proven to be the most cost efficient method of managing the Department's mail. The U. S. Postal Service does not allow for the purchase of meters and staff research has indicated that the lease of the meter and processing equipment such as feeders, sealers, and scales provides the best combination of time savings and cost effectiveness.

There are a limited number of providers authorized by the Postal Service to supply postal equipment leases; the City has used Pitney Bowes because their pricing and lease terms are generated through cooperative contracting. Using cooperative contracting, states are able to leverage their spending through a single solicitation that obtains best value pricing and superior contract terms. The contracting facilitator for the mailing equipment lease is Western States Contracting Alliance – National Association of State Procurement Officials (WSCA-NASPO). The contracts provided through WSCA-NASPO are in accordance with the City's purchasing policy and are acceptable to the City's Procurement Services Manager.

The current five-year agreement ends June 7, 2015 and Pitney Bowes has contacted the City to request its renewal for a new five-year term. The annual charge for the lease is increasing from the \$583.56 current amount to \$671.16 per year (a 2.85% annualized increase from the existing cost). Cost of postage and supplies represent an additional cost to the equipment lease and is estimated to be \$800.00 per year for PCS.

FINANCIAL IMPACT:

The funding for this agreement is obtained from the General Fund. This agreement is for a fixed dollar amount for the leased equipment with no built-in increases over the contracted term.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Mail processing equipment is not addressed in the Vision or Action Plans; the requested actions are not in conflict with any of the strategies or goals contained in that plan.

RESOLUTION NO. 15 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AN AGREEMENT
WITH PITNEY BOWES FOR LEASE OF MAIL PROCESSING
EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE
THE AGREEMENT ON BEHALF OF THE CITY**

WHEREAS, the City of Madera has need for mail processing equipment to accommodate the postage needs of the Parks & Community Services Department; and

WHEREAS, Pitney Bowes is a company specializing in providing customers efficient and cost effective means of shipping and mail processing; and

WHEREAS, Pitney Bowes has provided the City a proposed Agreement for the City to lease the needed mail processing equipment.

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 Pitney Bowes which is on file in the Office of the City Clerk and is referred to for more particulars, is hereby 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.

**WSCA/NASPO FMV Lease Option C Agreement****Account # 10**

Agreement Number

Your Business Information

THE CITY OF MADERA PARKS DEPT

Full Legal Name of Customer	DBA Name of Customer	Tax ID # (FEIN/TIN)
701 E 5TH ST	MADERA	CA 93638-3376
Billing Address: Street	City	State Zip+4
		21724933862
Billing Contact Name	Billing Contact Phone #	Billing CAN #
701 E 5TH ST	MADERA	CA 93638-3376
Installation Address (If different from billing address): Street	City	State Zip+4
		21724933862
Installation Contact Name	Installation Contact Phone #	Installation CAN #
Fiscal Period (from - to)	Customer PO #	Delivery CAN #

Your Business Needs

Qty	Business Solution Description	Check items to be included in customer's payment
1	Mail Stream Solution - 1	☒ Equipment Maintenance(Included with your payments for the initial term) <i>Provides service coverage including certain parts and labor</i>
1	DM100 Desktop Mailing System	☐ Software Maintenance (1st year included) <i>Provides revision updates and technical assistance</i>
1	IntelliLink Interface / PSD for DM100	☒ Soft-Guard® Subscription (Included with your meter rental) <i>Provides postal and carrier updates</i>
1	Basic Accounting (10 Dept)	☒ IntelliLink® Subscription/Meter Rental <i>Provides simplified billing and includes () resets per year</i>
1	5 lb Integrated Weighing	☐ Confirmation Services <i>Electronic access to postal confirmation service</i>
1	Confirmation Services Welcome Kit for DM100/DM125	☐ Purchase Power® <i>Receive an invoice for postage, consolidated billing and enhanced management reporting information.</i>
1	Integrated Weighing Platform	
1	pbSmartPostage Free	
1	Professional Installation and Training	
1	IntelliLink Subscription with Value Based Services	

Your Payment Plan

Number Of Months	Monthly Amount *
First 60	\$55.93

(*Does not include any applicable taxes)

- () Required advance check of \$() received
() Tax Exempt# State Tax (If applicable)
() Tax Exempt Certificate Attached
() Tax Exempt Certificate Not Required

Your Signature Below

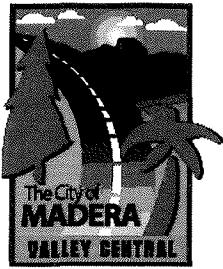
By signing below, you agree to be bound by this FMV Lease Option C Agreement (this "Lease"). This Lease is made and entered into pursuant to your State's/Entity's Participating Addendum, which is made in connection with the WSCA/NASPO Contract # ADSP011-00000411-7 ("Agreements"), all of which are available at www.pb.com/states. The terms and conditions of the Agreements govern this transaction, and in the event of any inconsistency with this Lease, the Agreements will supersede this Lease. This Lease will be binding on PBGFS only after PBGFS has completed its credit and documentation approval process and an authorized PBGFS employee signs below.

#7-12-70-26

Customer Signature	Date	State's/Entity's Participating Addendum #
Robert L. Povthress	Mayor	metheridge@cityofmadera.com
Print Name	Title	Email Address

Sales Information

Philip Ward	473	
Account Rep Name	District Office	PBGFS Acceptance
Equipment Vendor: Pitney Bowes Inc. for Sales and Service call 1-800-322-8000		



Return to Agenda

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF March 18, 2015

AGENDA ITEM NUMBER B-4

APPROVED BY

Daniel Andella
GRANT ADMINISTRATOR

[Signature]
CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Approving a Sixth Amendment to the Madera Cab Company's Lease at the Intermodal Facility and Authorizing the Mayor to Execute All Related Documents.

RECOMMENDATION:

Staff recommends Council adopt the attached resolution approving a 3-year extension of Madera Cab Company's lease at the Intermodal Facility and authorizing the Mayor to execute all related documents.

DISCUSSION:

In December of 2005, the Madera Cab Company entered into a 3-year agreement with the City to lease office space at the Intermodal Facility. (See Attachment A) This agreement provided for additional annual extensions upon the mutual consent of both parties. The original term of the contract expired on November 30, 2008 and Council has previously approved five annual extensions. The last extension set a monthly rent of \$175 per month and expired on November 30, 2014. Staff has reevaluated this agreement in light of current economic conditions as well as rental rates in the downtown area and recommends that Council approve a 3-year extension under these same terms.

FINANCIAL IMPACT:

An extension to Madera Cab Company's lease at the Intermodal Facility will generate \$2,100 for the Transit Program. This revenue will not impact the General Fund because this activity falls exclusively within the transportation budgets.

VISION MADERA 2025 CONSISTENCY:

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

RESOLUTION NO. 2015-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A SIXTH AMENDMENT TO THE MADERA CAB
COMPANY'S LEASE AT THE INTERMODAL FACILITY.**

Whereas, the City entered into a 3-year agreement effective December 1, 2005 to lease space at the Intermodal Facility to the Madera Cab Company, and

Whereas, this agreement allowed for annual extensions of this lease beyond the term of the contract upon the mutual consent of both parties, and

Whereas, the original agreement expired on November 30, 2008 and the previous annual extension expired on November 30, 2014, and

Whereas, the City and Madera Cab Company now desire to extend this lease agreement for another 3-year term under the same terms and conditions as the original agreement.

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

1. The above recitals are true and correct.
2. The Sixth Amendment to the Lease Agreement with Madera Cab Company ("Agreement"), a copy of which is on file in the office of the City Clerk and referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Lease Renewal Agreement on behalf of the City.
4. The City Clerk is hereby authorized and directed to cause a copy of the Amendment to be recorded with the Madera County Recorder's office.
5. This resolution is effective immediately upon adoption.

REBECCA MARTINEZ

Madera County Recorder

CIT Madera City

12/27/2005

2:39 PM

JL

Recorded at the Request of:
When Recorded Return to:
City of Madera City Clerk
205 W. 4th Street
Madera, CA 93637

Doc#: 2005061948



Titles: 1 Pages: 19

Fees	0.00
Taxes	0.00
Other	0.00
PAID	\$0.00

No Fee Due Per Section 27383 of the California Government Code -0-**LEASE AGREEMENT**

THIS LEASE, made this 1st day of December, 2005, by and between the **City of Madera**, a municipal corporation ("Lessor"), and **Madera Cab Company**, a California Corporation ("Lessee").

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

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

1. DEFINITIONS

- a. Building. "Building" is defined as that certain building known as the Madera Intermodal Transportation Facility building consisting of one story and a total of approximately 3, 200 square feet of floor space, located at 123 North "E" Street, in Madera, California, as shown on the attached Exhibits.
- b. Facility. "Facility" shall be defined as the area of 160 square feet within the Building reserved for the exclusive use of Lessee, and labeled Facility on the attached Exhibit 'A'.
- c. Common Area. "Common Area" shall be defined as a portion of the waiting area, restroom facilities and entryways of the Building located inside the Building and labeled Common Area on the attached Exhibit 'A'.
- d. Cab Parking Area. "Cab Parking Area" shall be defined as the 5th Street driveways and cab parking area as outlined and labeled on the attached Exhibit 'B'.

2. FACILITY

The Lessor hereby leases to Lessee and Lessee leases from Lessor for the term, at the rental, and upon all the conditions set forth herein that certain part of the Building labeled Facility in Exhibit 'A', which is attached hereto and made a part hereof, situated in the City of Madera, County of Madera, State of California, containing approximately 160 square feet of Building Area, together with all improvements thereon and appurtenances thereto, excepting therefrom the land upon which the Building and Facility are located; and subject to the conditions set forth herein, the continuous and uninterrupted right of Lessee and its officers, employees, business invitees, customers

and patrons, of access to and from Facility over and across any part of Lessor's adjacent property which is not part of the Facility, for any purpose contemplated herein, including the Common Area, Galleria, Bus Concourse Area.

3. TERM

The term of this lease shall be three (3) years, commencing December 1, 2005. The Lease may be automatically renewed on an annual basis thereafter upon mutual consent of Lessee and Lessor.

4. RENT

Lessee shall pay to Lessor as rent for use of Facility equal monthly installments of:

December 1, 2005 – November 30, 2006	\$125
December 1, 2006 – November 30, 2007	\$150
December 1, 2007 – November 30, 2008	\$175

Rent is payable in advance on or before the first day of each calendar month of the term. Rent for any period less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable to Lessor at the address stated herein or to such other person or at such other place as Lessor shall designate as provided herein.

5. USE

During the term of this Lease, and any renewal hereof, Lessee shall use the Facility as its only cab terminal in Madera, California. The Lessee shall have the right of reasonable access to the Common Area, Galleria, and Cab Parking Area, during normal business hours, for the life of this Lease.

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

6. LESSOR'S WARRANTY OF TITLE

Lessor represents and warrants that:

- a. Lessor will be the sole owner in fee simple of the Building and has full right and power to grant the estate demised and to execute and perform this Lease;
- b. The Building will remain free and clear of all encumbrances which could adversely affect Lessee's leasehold estate;
- c. The intended use of the Building for purposes stated herein is permitted by all applicable zoning laws and regulations; and
- d. The Building will comply with all applicable ordinances, regulations, zoning and other laws.

7. QUIET ENJOYMENT

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

8. REPAIRS, MAINTENANCE AND UTILITIES

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

For the purpose of this Lease:

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

The "Facility Area" shall mean the square footage of the Facility equaling 160 square feet.

The "Pro Rata Share" hereby defined, shall be the ratio of the Facility Area to the Interior Area.

9. ALTERATIONS AND IMPROVEMENTS

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

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

10. MECHANIC'S LIENS

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

11. DAMAGE/DESTRUCTION

If the Facility or Building is damaged or destroyed in whole or in part by fire or other casualty, Lessor shall repair and restore the Facility or Building to a good tenantable condition. All rent shall wholly abate in case the entire Facility or Building is untenable, or shall abate pro rata for the portion rendered untenable in case a part only is untenable, until the Facility and Building is restored to a tenantable condition. Lessor shall commence and complete all work required to be done under this paragraph with reasonable promptness and diligence, but Lessor shall not be in default in any required performance if delay in performance results from fire, flood, storm, labor disputes, shortage of materials or transportation facilities, governmental regulations, war, act of God or other causes beyond lessor's reasonable control. If (i), Lessor shall not commence such repair or restoration within thirty (30) days the "Deadline Date" after such damage or destruction shall occur or (ii), it is determined that repair or restoration

will require more than one hundred twenty (120) days to complete, Lessee may after, in the case of (i), the Deadline Date, or (ii), the date of the occurrence of the casualty, at its option, terminate this Lease by sending the Lessor written notice of its election to do so at any time prior to the commencement of such repair or restoration. In that event, this Lease shall terminate as of the date such notice is received by Lessor.

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

12. FIRE INSURANCE

Lessor shall maintain, during the term of this Lease and any renewal hereof, coverage against loss or damage to the Building (excluding personal property or trade fixtures of Lessee) in the amount of not less than 100 percent of its full insurable value, against perils included within the classification or fire, extended coverage, vandalism, malicious mischief and special extended perils.

13. INSURANCE

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with this agreement..

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Worker's Compensation Insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
3. Property insurance against all risks of loss to any tenant improvements or betterments.

Minimum Limits of Insurance

Lessee shall maintain limits no less than:

1. General Liability: **\$1,000,000** per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
3. Property Insurance: Full replacement cost with no coinsurance penalty provision.

Deductibles and Self-Insured Retentions

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

Other Insurance Provisions

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

1. The Entity, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out ownership, maintenance or use of that part of the premises leased to the lessee.
2. The Lessee's insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees or volunteers shall be excess of the Lessee's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be cancelled, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Entity.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

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

14. WAIVER OF SUBROGATION

Lessee and all parties claiming under or through Lessee hereby release and discharge Lessor, any other tenants or occupants of the Building in which the Facility is located, and the officers, employees, agents, representatives, customers and business visitors of Lessor or such other tenants or occupants, from all claims, losses and liabilities

arising from or caused by any hazard covered by insurance on or in connection with the Facility or said Building, even if caused by the fault or negligence of a released party. This release shall apply only to the extent that such claim, loss of liability is covered by insurance.

15. SIGNS

Any and all signs or advertisements of any nature extending into, on, or located over the Building, Facility, or Cab Parking Area, shall conform to all City of Madera, California, zoning and building codes and shall be approved by Lessor in writing prior to construction, use, or erection thereof. Approval by Lessor shall not be unreasonably withheld, as to location, graphics type, content, architectural or engineering standards.

16. TAXES

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

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

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

17. VENDING

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

18. ASSIGNMENT AND SUBLETTING

Lessee shall not encumber, assign, or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Facility, without the prior written consent of Lessor. Neither shall Lessee sublet the Facility or any part thereof, or allow any persons, other than Lessee's agents and servants, to occupy or use the Facility or any part thereof without the prior written consent of Lessor. A consent of Lessor to one assignment, subletting, or occupation and use by another person shall not be deemed to

be a consent to any subsequent assignment, subletting, or occupation and use by another person. Any encumbrances, assignment, transfer, or subletting without the prior written consent of Lessor, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of Lessor, terminate this Lease.

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

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

19. PUBLIC ACCESS

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

20. TERMINATION OF LEASE

- a. In the event the Lessee determines in good faith that it no longer practicably, economically, or operationally can do business from the Facility, upon making a reasonable showing of same to Lessor, Lessee shall have the right to terminate this Lease on ninety (90) days prior written notice.
- b. It is understood and agreed by the parties hereto that Lessor and its successors in interest shall and hereby do reserve the right to cancel or terminate this lease prior to expiration of the term or renewed or extended term hereof as follows:
 - (1) If the Lessee is in default or breach of this lease, as specified in Section 22 of this lease or as otherwise provided by law; or
 - (2) If the Lessee assigns or sublets the Facility without the prior written consent of Lessor, as specified in Section 18 of this lease.

21. COMPLIANCE WITH LAWS

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

22. DEFAULT/REMEDIES

Lessee:

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

- a. The failure by Lessee to make any payment of rent or any other payment required to be made by Lessee hereunder, as and when due, where the

failure continues for a period of twenty (20) days after written notice thereof from Lessor to Lessee.

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

In the event of any such default or breach with the exception of bankruptcy or receivership, by Lessee, Lessor may, after giving written notice as provided above, pursue those remedies available to Lessor under the laws or judicial decisions of the State of California. In the event of bankruptcy or receivership, this Lease shall immediately terminate.

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

- (i) The worth at the time of award of the unpaid rent which has been earned at the time of termination;
- (ii) The worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that Lessee proves could have been unreasonably avoided.
- (iii) The worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss for such period that Lessee proves could be reasonably avoided; and

- (iv) Any other amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform his obligations under this Lease, or which in the ordinary course of things would likely to result therefrom.
- (v) The "worth at the time of award" of the amounts referred to in Subsections (i) and (ii) hereinabove is computed by allowing interest at the legal rate. The worth at the time of award of the amount referred to in Paragraph (iii) of this subsection is computed by discounting such amount at the legal rate of interest.

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

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

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

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

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

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

23. DEFAULT REMEDIES

Lessor:

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

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

24. CONDEMNATION

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

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

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

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

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

25. SEVERABILITY; CHOICE OF LAW

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

26. BINDING EFFECT

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

27. ASSUMPTION BY NEW OWNER

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

28. SURRENDER

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

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

29. INDEMNITY

Lessee shall indemnify, defend and hold harmless, Lessor and its officers, employees, volunteers and agents from any and all claims or demands, actions, damages, costs and expenses for injuries to persons or property arising out of the negligence or intentional acts or omissions of Lessee, its agents, officers or employees which are connected with or incident to Lessee's operations, use or occupancy at or of the Madera Transportation Facility.

Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees, volunteers and agents from any and all claims or demands, actions, damages, costs and

expenses for injuries to persons or property which are the result of Lessor's non-negligent fulfilling of its obligations under this agreement or which are the result of Lessor being named in a lawsuit, action or claim merely by virtue of the business relationship which exists between the parties hereto.

30. COVENANTS AGAINST DISCRIMINATION

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

"No person shall, on the grounds of age, ancestry, color, creed, physical or mental disability or handicap, marital or familial status, medical condition, national origin, race, religion, gender or sexual orientation be excluded, denied benefits or subjected to discrimination in the leasing, subleasing, transferring, use, occupancy, tenure or enjoyment of the Facility herein leased, nor shall the Lessee itself, or any person claiming under or through it, establish or permit such practice or practices of discrimination or segregation with reference to the selection, location, number, use, occupancy, or tenants, lessees, subleases, subtenants or vendees in the Facility herein leased. The City of Madera will ensure that all persons, including those qualified individuals with handicaps have access to the Facility."

31. NOTICES

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

Lessor:

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

Lessee:

Madera Cab Company
305 North 'E' Street, Suite 103
Madera, CA 93638

32. ENTIRE AGREEMENT

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

33. TAXES, UTILITIES AND MECHANIC'S LIENS

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

34. MISCELLANEOUS

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

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

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

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

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

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

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

35. SUBORDINATION

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

Any mortgage or lien created against the Facility or any portion thereof shall contain, and the mortgagee or lienholders shall execute, a nondisturbance agreement in favor of Lessee and its successors and assigns.

36. CONTINGENCY

This lease is subject to approval by Caltrans, State of California. If this contingency is not satisfied, neither the City of Madera or Madera Cab Company, Inc. shall have any claim against the other and both parties shall be relieved of all obligations of this lease.

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

ATTEST:

CITY OF MADERA
a Municipal Corporation

By: Sonia Alvarez

Sonia Alvarez
City Clerk

By: Gordon Skeels

Gordon Skeels
Mayor

APPROVED AS TO FORM:

By: Joseph C. Soldani

Joseph Soldani
City Attorney

MADERA CAB COMPANY

By: Abraham V. Caballero

Title: owner

94-1242188

(Tax Payer I.D. Number)

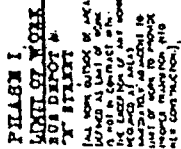
Abraham V. Caballero
Re-sign for Notary purposes.



This is a detailed architectural floor plan of the first floor of the Los Angeles Convention Center. The plan is divided into two main sections: SECTION "A" on the left and SECTION "B" on the right. Key areas include:

- SECTION "A":** Contains rooms such as BAGGAGE, SECURED STORAGE, OFFICE, TICKETS, BUS WAITING, WOMEN, MEN, and SERVICES. It also features a large central area labeled "COMMON AREA".
- SECTION "B":** Contains rooms such as TAXI, OFFICE, JANITOR, and a large area labeled "DIAL-A-RIDE". It also features a large central area labeled "FACILITY".
- Other Labels:** The plan includes numerous smaller labels for specific rooms and facilities, such as "BUS WAITING", "WOMEN", "MEN", "SERVICES", "BAGGAGE", "SECURED STORAGE", "OFFICE", "TICKETS", "JANITOR", "DIAL-A-RIDE", "FACILITY", "COMMON AREA", "BUS WAITING", "WOMEN", "MEN", "SERVICES", "BAGGAGE", "SECURED STORAGE", "OFFICE", "TICKETS", "JANITOR", "DIAL-A-RIDE", "FACILITY", "COMMON AREA".
- Dimensions:** Various dimensions are indicated throughout the plan, such as "10'-0\"", "12'-0\"", "14'-0\"", "16'-0\"", "18'-0\"", "20'-0\"", "22'-0\"", "24'-0\"", "26'-0\"", "28'-0\"", "30'-0\"", "32'-0\"", "34'-0\"", "36'-0\"", "38'-0\"", "40'-0\"", "42'-0\"", "44'-0\"", "46'-0\"", "48'-0\"", "50'-0\"", "52'-0\"", "54'-0\"", "56'-0\"", "58'-0\"", "60'-0\"", "62'-0\"", "64'-0\"", "66'-0\"", "68'-0\"", "70'-0\"", "72'-0\"", "74'-0\"", "76'-0\"", "78'-0\"", "80'-0\"", "82'-0\"", "84'-0\"", "86'-0\"", "88'-0\"", "90'-0\"", "92'-0\"", "94'-0\"", "96'-0\"", "98'-0\"", "100'-0\"".
- Notes:** Several notes are present, such as "NOTE 1", "NOTE 2", "NOTE 3", "NOTE 4", "NOTE 5", "NOTE 6", "NOTE 7", "NOTE 8", "NOTE 9", "NOTE 10", "NOTE 11", "NOTE 12", "NOTE 13", "NOTE 14", "NOTE 15", "NOTE 16", "NOTE 17", "NOTE 18", "NOTE 19", "NOTE 20", "NOTE 21", "NOTE 22", "NOTE 23", "NOTE 24", "NOTE 25", "NOTE 26", "NOTE 27", "NOTE 28", "NOTE 29", "NOTE 30", "NOTE 31", "NOTE 32", "NOTE 33", "NOTE 34", "NOTE 35", "NOTE 36", "NOTE 37", "NOTE 38", "NOTE 39", "NOTE 40", "NOTE 41", "NOTE 42", "NOTE 43", "NOTE 44", "NOTE 45", "NOTE 46", "NOTE 47", "NOTE 48", "NOTE 49", "NOTE 50", "NOTE 51", "NOTE 52", "NOTE 53", "NOTE 54", "NOTE 55", "NOTE 56", "NOTE 57", "NOTE 58", "NOTE 59", "NOTE 60", "NOTE 61", "NOTE 62", "NOTE 63", "NOTE 64", "NOTE 65", "NOTE 66", "NOTE 67", "NOTE 68", "NOTE 69", "NOTE 70", "NOTE 71", "NOTE 72", "NOTE 73", "NOTE 74", "NOTE 75", "NOTE 76", "NOTE 77", "NOTE 78", "NOTE 79", "NOTE 80", "NOTE 81", "NOTE 82", "NOTE 83", "NOTE 84", "NOTE 85", "NOTE 86", "NOTE 87", "NOTE 88", "NOTE 89", "NOTE 90", "NOTE 91", "NOTE 92", "NOTE 93", "NOTE 94", "NOTE 95", "NOTE 96", "NOTE 97", "NOTE 98", "NOTE 99", "NOTE 100".

EXHIBIT "B"



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Madera

ss.

On 12/21/05, before me, Sonia Alvarez, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Abraham V. Caballero,
Name(s) of Signer(s)

☐ personally known to me

☒ 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.



WITNESS my hand and official seal.

Place Notary Seal Above

Sonia Alvarez
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Lease Agreement between City of Madera and Madera Cab Company

Document Date: December 1, 2005 Number of Pages: 17

Signer(s) Other Than Named Above: Gordon Skeels, Joseph Soldani, Sonia Alvarez

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

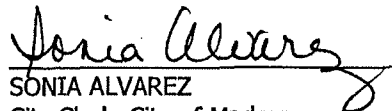


City of Madera
205 West Fourth Street
Madera, CA 93637
(559) 661-5405

STATE OF CALIFORNIA)
COUNTY OF MADERA)

On the 17th day of December 2005, before me, Sonia Alvarez, City Clerk of the City of Madera, personally appeared **GORDON E. SKEELS** personally known to me (or 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.

WITNESS my hand and official seal.


SONIA ALVAREZ
City Clerk, City of Madera



DESCRIPTION OF ATTACHED DOCUMENT (OPTIONAL)

Title or Type of Document: Lease Agreement between the City of Madera and Madera Cab Company

Document Date: December 1, 2005

Number of Pages: 17

Signer(s) Other Than Named Above: Abraham V. Caballero, Joseph Soldani, Sonia Alvarez

CAPACITY(IES) CLAIMED BY SIGNER(S)

Signer's Name: Gordon E. Skeels

Signer's Name:

Title: Mayor, City of Madera

Title:

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 of the Government Code

No Fee Due

SIXTH AMENDMENT TO THE LEASE AGREEMENT WITH THE MADERA CAB COMPANY
FOR OFFICE SPACE AT THE MADERA INTERMODAL FACILITY

This sixth Amendment to the Lease Agreement between the City of Madera and the Madera Cab Company titled "Lease Agreement" dated December 1, 2005, and recorded as Document No. 2005061948 with the Madera County Recorder, is made and entered into this 18th day of March 2015, by and between the City of Madera, hereinafter called "Lessor," and the Madera Cab Company, hereinafter called "Lessee".

WITNESSETH:

WHEREAS, Lessor and Lessee entered into an agreement dated January 1, 2005 for the lease of office space at the Madera Intermodal Facility located at 123 North E Street (the "Agreement"); and

WHEREAS, Lessor and Lessee desire to modify said Agreement by extending the term of the agreement but leaving all other provisions unchanged.

NOW THEREFORE, it is hereby agreed that the Agreement between the parties is amended in the following particulars only:

1. Section 3. "Term" is amended to read as follows:

The term of this lease shall commence December 1, 2014 and terminate on November 30, 2017. The lease may be renewed on an annual basis thereafter upon mutual written consent of Lessee and Lessor.

2. All other provisions of the Lease Agreement not inconsistent with this amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective officers duly authorized on the date first written above.

CITY OF MADERA

MADERA CAB COMPANY

By: _____
Robert L. Poythress, Mayor

By: _____

Title: _____

Attach Notary Acknowledgement
ATTEST:

APPROVED AS TO FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF:
March 18, 2015

AGENDA ITEM NUMBER:
B-5

Approved By:


PLANNING MANAGER


CITY ADMINISTRATOR

SUBJECT: Consideration of a Resolution Reappointing Bruce Norton to the City of Madera Planning Commission.

RECOMMENDATION:

Staff recommends that the City Council accept the recommendation of District No. 1 Council Member Sally Bompreszi and adopt the resolution reappointing Bruce Norton to serve on the Planning Commission.

SUMMARY:

The term of office for Planning Commissioner Bruce Norton ended in December, 2014 in conjunction with the election of Sally Bompreszi to the District No. 1 seat of the City Council. After consideration, it is the desire of Council Member Bompreszi to nominate Mr. Norton to continue to serve as her appointment to the Planning Commission. Staff recommends City Council adoption of a resolution reappointing Bruce Norton to the City of Madera Planning Commission. The appointment term will run through December of 2018.

DISCUSSION:

The Planning Commission is comprised of seven (7) members. Planning Commissioners are nominated individually, one by the Mayor and one by each of the six Council Members. Appointments to the Planning Commission are for a term of four (4) years or until the Council Member who nominated the Commissioner is no longer serving as a Council Member, whichever period is less. When a Planning Commissioner vacates his/her office, their replacement completes the original term of office.

The current appointments to the Commission are as follows:

Council Member	Appointee	Term Expires
Mayor Robert Poythress	Shirley Driggs	12/2016
Council Member Sally Bompreszi	Bruce Norton (nominated)	12/2014
Council Member Andy Medellin	Jim DaSilva	12/2016
Council Member Derek Robinson	Ruben Mendoza	12/2016
Council Member Charles Rigby	Robert Gran, Jr. (pending nomination)	12/2014
Council Member Donald Holley	Pamela Tyler	12/2016
Council Member William Oliver	Ken Hutchings	12/2018

FISCAL IMPACT:

None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Although appointments of citizens to the Planning Commission are not specifically addressed in the Vision and its action plans, the purpose of the Commission as a whole addresses components within the Vision Plan and supports the concept of public participation.

ATTACHED:

Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA REAPPOINTING BRUCE NORTON TO THE CITY OF
MADERA PLANNING COMMISSION**

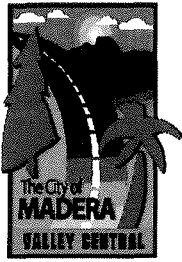
WHEREAS, Bruce Norton has been nominated by Council Member Bompreszi to serve on the City of Madera Planning Commission; and

WHEREAS, it is the intention and desire of the City Council to reappoint Bruce Norton to the Planning Commission.

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

1. Bruce Norton is reappointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.
2. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF March 18, 2015

AGENDA ITEM NUMBER B-6

APPROVED BY

Daniel Madera
GRANT ADMINISTRATOR

[Signature]
CITY ADMINISTRATOR

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A THREE-YEAR AGREEMENT FOR SERVICES WITH LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT, TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE ARBORPOINT AND MADERA FAMILY APARTMENTS AND AUTHORIZING THE NECESSARY BUDGET ADJUSTMENTS

RECOMMENDATION:

Staff recommends Council adopt a resolution approving an agreement with Laurin Associates, a division of Raney Planning and Management, authorize the Mayor to execute the agreement on behalf of the City, and authorize the necessary budget adjustments.

DISCUSSION:

Pursuant to federal and state regulations, HOME-assisted rental projects with 26 or more total units must undergo an annual site-monitoring visit. (*See Exhibit A: State and Federal Regulations*) During the visits, monitoring is conducted to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance. Since both the Arborpoint Apartments (64 units) and the Madera Family Apartments (39 units) received HOME grant assistance and exceed the unit threshold, these projects will require ongoing monitoring to satisfy the regulations.

Staff believes that an independent consultant would produce more satisfactory monitoring reports than the City could generate internally. The submission of accurate and timely reports would satisfy the controlling regulations and help preserve the City's eligibility for future HOME grants. Further, Staff negotiated a developer fee and identified other sources of HOME funds to pay for these monitoring expenses. As a result, Staff requested quotes from eight consultants for monitoring since it believes that specialists would provide reports more likely to satisfy the program and has identified sources of non-City funds to pay for such services. (*See Exhibit B: Scope of Work*)

Two consultants responded to this request and submitted the following three-year quotes:

Consultant	Quote
Laurin Associates, a division of Raney Planning and Management	\$14,228 on a not to exceed contract for years 2015, 2016 and 2017.
R.L. Hastings & Associates, LLC	\$7,000 per year for a 3-year contract.

Staff has reviewed the bids and qualifications of both consulting firms and believes that Laurin Associates has submitted the best overall proposal. As a result, Staff urges Council to adopt a resolution that approves a three-year agreement with them to provide monitoring services for the HOME-funded projects known as the Arborpoint Apartments and Madera Family Apartments, authorizes the Mayor to execute the agreement on behalf of the City, and approves the necessary budget adjustments. (*See Exhibit C: Long-Term Monitoring Agreement & Attachment AA*)

FINANCIAL IMPACT:

Award of a three-year contract to Laurin Associates for monitoring of the Arborpoint Apartments and Madera Family Apartments will not impact the General Fund because all expenses associated with this agreement will be provided through a combination of a developer fee and HOME funds.

VISION MADERA 2025 ACTION PLAN CONSISTENCY:

Long-term monitoring of these affordable rental projects supports Action 101.8 by promoting and encouraging the development and redevelopment of low- and moderate-cost housing.

RESOLUTION NO. 2015-____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A THREE-YEAR AGREEMENT FOR SERVICES WITH
LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT,
TO CONDUCT ANNUAL HOME LONG-TERM MONITORING FOR THE
ARBORPOINT AND MADERA FAMILY APARTMENTS AND
AUTHORIZING NECESSARY BUDGET ADJUSTMENTS**

WHEREAS: The Arborpoint and Madera Family Apartments both require annual site monitoring visits to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance; and

WHEREAS: Pursuant to federal and state regulations, HOME-assisted rental projects with 26 or more total units must undergo an annual site monitoring visit; and

WHEREAS: Staff circulated a Request for Informal Quote to conduct Annual Monitoring of Home-Assisted Rental Projects and received an acceptable quote from Laurin Associates, a division of Raney Planning and Management; and

WHEREAS: To conduct the Long-Term Monitoring, a budget adjustment within Funds 43800 and 10200 is required as specified in Attachment AA.

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

1. The recitals listed above are true and correct.
2. The Agreement for Services with Laurin Associates, a Division of Raney Planning and Management, to Conduct Annual HOME Long-Term Monitoring, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. The budget adjustments as shown in Attachment AA are hereby approved and the Finance Director is authorized to take any steps necessary to effectuate the budget adjustments.
5. This resolution is effective immediately upon adoption.

Attachment AA
CITY OF MADERA
Budget Adjustment

FUND	ACCOUNT NUMBER	DESCRIPTION		
Revenue Accounts				
43800	6065-8659	HOME - DAP Activity- Refunds & Reimbursements	2,587.50	-
10200	8900-8339	Grant Entitlement/Oversight - Interfund Charges - HOME	2,155.18	-
				4,742.68 -
Expenditure Accounts				
43800	6065-3040	Contracted Services	2,587.50	+
10200	8900-3040	Contracted Services	2,155.18	+
Long-Term Monitoring Budget			<u>4,742.68</u>	+

EXHIBIT C

AGREEMENT BETWEEN THE CITY OF MADERA AND LAURIN ASSOCIATES, A DIVISION OF RANEY PLANNING AND MANAGEMENT FOR PROFESSIONAL CONSULTING SERVICES TO INCLUDE THE COMPLETION OF THE CITY OF MADERA'S ARBORPOINT AND MADERA FAMILY APARTMENTS ANNUAL HOME LONG-TERM MONITORING

This Agreement made and entered into this 19th day of March 2015, between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Laurin Associates, a Division of Raney Planning and Management, hereinafter called "CONTRACTOR".

RECITALS:

WHEREAS, the CITY has been designated as the sponsoring agency to administer and implement the program for the Home Investments Partnership Program (HOME) activities of the CITY, and in accordance with the provisions of Title I of the Housing and Community Development Act of 1974, as amended, and the laws of the State of California; and

WHEREAS, pursuant to federal and state regulations each rental project that has received HOME assistance must receive an annual site visit to determine compliance, prevent/identify deficiencies and design corrective actions to improve or reinforce owner/managing agent performance; and

WHEREAS, the CITY has determined that services of a qualified consulting firm are required to complete the PROJECT; and

WHEREAS, the City has determined that Community Development Block Grant (CDBG), HOME Program Income and Madera Family Apartments' Long-Term Monitoring Fees will be used to fund completion of the PROJECT; and

WHEREAS, the CONTRACTOR has submitted a project proposal and budget to provide in-depth expertise to carry out the HOME Long-Term Monitoring consistent with the intent and purpose of the HOME Program; and

WHEREAS, the CONTRACTOR is dedicated to establishing a partnership with the community and to assist CITY in preparing its HOME Long-Term Monitoring.

NOW THEREFORE, the parties hereto agree as follows:

1. Services

The CONTRACTOR shall provide all services and responsibilities as set forth in the Scope of Work and Budget, which is attached to this Agreement, marked as Exhibit "B," and incorporated herein by reference.

2. Funding and Method of Payment

a. Compensation

Payments shall be made after receipt and verification of actual expenditures incurred by the CONTRACTOR in the performance of this Agreement and shall be documented to the CITY by the fifteenth (15th) day of the month following the end of the Project. Allowable expenditures under this Agreement are specifically established and attached hereto marked Exhibit "B" and incorporated herein by reference. The total obligation of the CITY under this Agreement shall not exceed a total expenditure of \$14,228 for three years (2015, 2016 and 2017) with annual prorated payments. Any compensation not consumed by expenditures of the CONTRACTOR by the expiration of this Agreement shall automatically revert to the CITY.

b. Public Information

The CONTRACTOR shall disclose its funding source in all public information.

c. Lobbying Activity

The CONTRACTOR shall not directly or indirectly use any of the funds provided under this Agreement for publicity, lobbying, or propaganda purposes designed to support or defeat legislation pending before the Congress of the United States or the Legislature of the State of California.

d. Political Activity

The CONTRACTOR shall not directly or indirectly use any of the funds under this Agreement for any political activity or to further the election or defeat of any candidate for public office.

3. Fiscal Compliance

The CONTRACTOR shall be subject to the same fiscal regulations imposed on CITY by the U. S. Department of Housing and Urban Development for the use of CDBG funds and the California Department of Housing and Community Development HOME Program funds for the use of HOME funds.

4. Compliance With Laws

If the CONTRACTOR receives CDBG and HOME funding under this Agreement, CONTRACTOR shall comply with all rules and regulations established pursuant to the Housing and Community Development Act of 1974 and its amendments. The CONTRACTOR and any

subcontractors shall comply with all applicable local, State and Federal regulations, including but not limited to those requirements listed in Exhibit "A" attached hereto and incorporated herein by reference.

5. Contract Administrator

CITY shall retain the right to administer this Agreement to verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof. CONTRACTOR and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

6. Period of Performance

The CONTRACTOR shall commence performance under this contract upon receipt of a notice to proceed and shall end its performance on April 1, 2017, unless terminated sooner as provided for elsewhere in this Agreement. Agreement may be extended upon written approval of the CITY.

7. Time Of Completion

a. The parties hereto agree to the schedule set forth in Exhibit "B", including the deadlines specified therein for submission of Final PROJECT documents to the California Department of Housing and Community Development.

b. CONTRACTOR shall not be held responsible for delays caused by CITY review, or by reasons beyond CONTRACTOR's control. CONTRACTOR shall not stop work on the PROJECT, including work in areas unrelated to any extra services request, unless it can be shown that the PROJECT work cannot proceed while a claim or request for extra services is being evaluated.

c. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONTRACTOR to comply with the above time schedule by more than thirty (30) calendar days, unless the delay is not attributable to CONTRACTOR or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Paragraph 13.

8. Records

a. Record Establishment and Maintenance

CONTRACTOR shall establish and maintain records in accordance with those requirements prescribed by CITY, with respect to all matters covered by this Agreement. CONTRACTOR shall retain all fiscal books, account records, and client files for services performed under this Agreement for at least three (3) years from the date of the final payment under this Agreement or until all State and Federal audits are completed for that fiscal year, whichever is later. Pursuant to State and Federal law, it is the intent of the parties to this Agreement that the CONTRACTOR shall be reimbursed for actual costs incurred in the performance of this Agreement but that no profit is to accrue to the CONTRACTOR on account of such performance.

b. Reports/Required Notifications

The CONTRACTOR shall submit reimbursement claims with substantiating invoices. The CONTRACTOR shall also furnish to the CITY such statements, records, reports, data, and information as the CITY may request pertaining to matters covered by this Agreement. In the event that the CONTRACTOR fails to provide such reports, it shall be deemed sufficient cause for the CITY to withhold payment until there is compliance. In addition, the CONTRACTOR shall provide written notification and explanation to the CITY within five (5) days of any funds received from another source to conduct the same services covered by this Agreement.

CITY shall notify CONTRACTOR in writing within thirty (30) days of any potential State or Federal exception discovered during an examination. Where findings indicate that program requirements are not being met and State and Federal participation in this program may be imperiled in the event that corrections are not accomplished by CONTRACTOR within thirty (30) days, written notification shall constitute CITY's intent to terminate this Agreement.

CONTRACTOR shall report to CITY promptly and in written detail, each notice of claim of copyright infringement received by CONTRACTOR with respect to all subject data delivered under this Agreement. CONTRACTOR shall not affix any restrictive markings upon any data. If markings are affixed, CITY shall have the right at any time to modify, remove, obliterate, or ignore such markings.

c. CDBG and HOME Reporting Requirements

The CITY will inform CONTRACTOR in writing if CDBG and HOME funds are provided under this Agreement, which require CONTRACTOR to submit an application or to complete a record as an integral part of receiving these funds.

CONTRACTOR shall submit with each invoice copies of paid invoices/receipts, copies of cash receipts or checks used to pay each invoice submitted for reimbursement.

9. Assignment

CITY and CONTRACTOR may not assign, or transfer their obligation of this Agreement or any rights hereunder without the prior written consent of the other party.

10. Subcontracts

If the CONTRACTOR should propose to subcontract with one or more third parties to carry out a portion of those services described in Exhibit "B" insofar as it deems proper or

efficient, any such subcontract shall be in writing and approved as to form and content by the CITY prior to execution and implementation. Any such subcontract, together with all other activities performed, or caused by the CONTRACTOR, shall not allow compensation greater than the total project budget contained in Exhibit "B." An executed copy of any such subcontract shall be received by the CITY before any implementation and shall be retained by the CITY.

The CONTRACTOR shall be responsible to the CITY for the proper performance of any subcontract. Any subcontractor shall be subject to all of the same terms and conditions that the CONTRACTOR is subject to under this Agreement. No officer or director of the CONTRACTOR shall have any direct monetary interest in any subcontract made by the CONTRACTOR. A direct monetary interest contrary to this paragraph shall be deemed to exist, if an officer or director of the CONTRACTOR is also an owner, officer, or director of a corporation, association, or partnership subcontracting with the CONTRACTOR.

In addition, if the CONTRACTOR receives CDBG and HOME funds under this Agreement, the subcontractor shall be subject to CDBG federal regulations and HOME state regulations, including those listed in Exhibit "A."

11. Conflict of Interest

No officer, employee, or agent of the CITY who exercises any function or responsibility for planning and carrying out of the services provided under this Agreement shall have any direct or indirect personal financial interest in this Agreement. The CONTRACTOR shall comply with all Federal, State and local conflict of interest laws, statutes, and regulations, which shall be applicable to all parties and beneficiaries under this Agreement and any officer, employee, or agent of the CITY.

12. Discrimination

a. Eligibility for Services

The CONTRACTOR shall prepare and make available to the CITY and to the public all eligibility requirements to participate in the program plan set forth in Exhibit "B." No person shall, on the grounds of race, color, national origin, sex, religion, age, or disability status, be excluded from participation in, and denied the benefits of, or be subjected to discrimination with respect to the services funded under this Agreement.

b. Employment Opportunity

The CONTRACTOR shall comply with the CITY policy, the CDBG and HOME regulations, and the Equal Employment Commission guidelines, which forbids discrimination against any person on the grounds of race, color, national origin, sex, religion, age, familial status or disability status in employment practices. Such practices include retirement, recruitment advertising, hiring, layoff, termination, upgrading, demotion, transfer, rates of pay or other forms of compensation, use of facilities, and other terms and conditions of employment.

c. Suspension of Compensation

If an allegation of discrimination occurs, the CITY shall withhold all further funds until the CONTRACTOR can show by clear and convincing evidence to the satisfaction of the CITY that funds provided under this Agreement were not used in connection with the alleged discrimination.

d. Nepotism

Except by written consent of the CITY, no person shall be employed by the CONTRACTOR who is related by blood or marriage or who is a member of the Board of

Directors or an officer of the CONTRACTOR. In the event HUD determines a CDBG- and HOME-funded CONTRACTOR'S organization/agency operations violate federal rules and regulations with regard to nepotism and/or conducts business and a conflict of interest issue arises, then CONTRACTOR shall accept all responsibility to return any CDBG and HOME funds received from CITY.

13. Termination

a. This Agreement may be immediately terminated by CITY for cause where in the determination of CITY, any of the following conditions exist: (1) an illegal or improper use of funds, (2) failure to comply with any terms of this Agreement, (3) a materially incorrect or incomplete report, (4) an improper performance of services.

b. Any one of or combination of the above conditions will constitute grounds for suspension or termination of the Agreement. In no event shall any payment by the CITY hereunder constitute a waiver by the CITY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR, nor shall such payment impair or prejudice any remedy available to the CITY with respect to the breach of default. When there is a breach of this Agreement, as defined by this section, the CITY may, in its sole discretion, immediately suspend or terminate this Agreement.

c. CITY shall have the option to terminate this Agreement without obligation of CITY to reimburse CONTRACTOR from the date the Federal or State Government withholds or fails to disburse funds to CITY, in the event such government withholds or fails to disburse funds, CITY shall give CONTRACTOR notice of such funding limitation or termination within a reasonable time after CITY receives notices of same.

d. Upon thirty (30) days written notice to the other party, either party may terminate this Agreement without cause. Notice shall be deemed served upon mailing.

14. Amendments

Adjustment of any line item within the total approved budget contained in Exhibit "B" or changes in the nature or scope of the program plan set forth in Exhibit "B" may be approved in writing by the City Administrator, or his designee.

15. Administration

This Agreement shall be administered by the City of Madera Grant Administration Department.

16. Evaluation

The CITY shall monitor and evaluate the performance of the CONTRACTOR under this Agreement to determine to the best possible degree the success or failure of the services provided under this Agreement and the adequacy of the program plan contained in Exhibit "B." The CONTRACTOR shall participate in evaluation of the program.

CONTRACTOR shall cooperate fully with CITY, State and Federal agencies, which shall have the right to monitor and audit all work performed under this Agreement.

17. Audits and Inspections Access

CONTRACTOR shall, upon reasonable notice and at any time during regular business hours, and as often as CITY may deem necessary, make available to CITY or its authorized representative for examination all of its records and data with respect to matters covered by this Agreement. CONTRACTOR shall permit CITY to audit and inspect all invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to matters covered by this Agreement.

18. Governing Law

Any controversy or claim arising out of or relating to this Agreement which cannot be amicably settled without court action shall be litigated only in the County of Madera, California. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

17. Reversion of Assets

The CONTRACTOR must obtain prior written approval from the CITY whenever there is any modification or change in the use of any property acquired or improved, in whole or in part, using CDBG and HOME funds. If any real or personal property acquired or improved with CDBG or HOME funds is sold and/or is utilized by the CONTRACTOR for a use which does not qualify under the CDBG or HOME programs, the CONTRACTOR shall reimburse the CITY in an amount equal to the current fair market value of the property, less any portion thereof attributable to expenditures of non-CDBG and HOME funds. These requirements shall continue in effect for the life of the property. In the event the CDBG or HOME programs are closed-out, the requirements of this Section shall remain in effect for activities or property funded with CDBG or HOME funds, unless action is taken by the Federal government to relieve the CITY of these obligations.

19. Breach of Agreement

In the event the CONTRACTOR fails to comply with any of the terms of this Agreement, the CITY may, at its option, deem the CONTRACTOR's failure as a material breach of this Agreement and utilize any of the remedies set forth in 24 CFR 85.43 or that it deems appropriate. Should the CITY deem a breach of this Agreement material, the CITY shall immediately be relieved of its obligations to make further payment as provided herein. In addition to the Agreement being terminated by the CITY in accord with a material breach of this

Agreement by the CONTRACTOR, this Agreement may also be terminated for convenience by the CITY in accord with 24 CFR 85.44.

20. No Third Party Beneficiaries

This Agreement is not intended to create and does not create any rights in or benefits to any third party, nor will it be deemed to confer rights or remedies upon any person or legal entity not a party to this Agreement.

21. Indemnification

IN THE EVENT HUD OR HCD DETERMINES A CDBG- OR HOME-FUNDED CONTRACTOR HAS VIOLATED FEDERAL RULES AND REGULATIONS AND HUD OR HCD REQUIRES REPAYMENT OF CDBG OR HOME FUNDS, THEN CONTRACTOR SHALL REPAY ANY CDBG OR HOME FUNDS WITHIN 90 DAYS OF A WRITTEN REQUEST FROM CITY.

CONTRACTOR shall defend, indemnify and hold harmless, CITY, its agents, officers and employees from and against all claims, damages, losses, judgment, liabilities, and other costs including litigation costs and attorney's fees arising out of or resulting from the negligent or wrongful acts of CONTRACTOR, its officers or employees, arising out of CONTRACTOR's performance of this Agreement, except for those claims, damages or losses which arise out of the sole negligence or wrongful acts of CITY.

22. Entire Agreement

This Agreement constitutes the entire agreement between CONTRACTOR and CITY with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this Agreement.

23. Insurance Requirements

CONTRACTOR shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONTRACTOR, his/her agents, representatives, or employees.

a. Minimum Scope and Limits of Insurance

CONTRACTOR shall maintain limits no less than:

1. \$1,000,000 General Liability (including operations, products and completed operations) per occurrence for bodily injury, personal injury and property damage at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage (occurrence Form CG 00 01).
2. \$1,000,000 Automobile Liability per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 covering Automobile Liability, code 1 (any auto).
3. Worker's Compensation as required by the State of California.
4. \$1,000,000 Employer's Liability per accident for bodily injury or disease.
5. \$1,000,000 Errors & Omissions Liability appropriate to the contractor's profession. Architect's and Engineer's coverage is to be endorsed to include contractual liability.

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

b. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the entity.

c. Other Insurance Provisions

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

1. The entity, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the contractor. For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the entity, its officers, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

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

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

d. Acceptability of Insurers

Insurance is to be placed with California admitted insurers with a current AM Best's rating of no less than A:VII, unless otherwise acceptable to the entity.

e. Verification of Coverage

CONTRACTOR shall furnish the entity with copies of original certificates and endorsements, including amendatory endorsements, effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the entity before work commences; however, failure to do so shall not operate as a waiver of these insurance requirements. The entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

f. Subcontractors

CONTRACTOR shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

24. Compliance With Law

CONTRACTOR shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONTRACTOR'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.

25. Contractor's Legal Authority

Each individual executing or attesting this Agreement on behalf of CONTRACTOR 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 CONTRACTOR is a duly organized and legally existing corporation in good standing in the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective officers thereunto duly authorized on the date first written above.

CITY OF MADERA:

**LAURIN ASSOCIATES, A DIVISION
OF RANEY PLANNING AND
MANAGEMENT**

By: _____
Robert L. Poythress, Mayor

By: Cindy Gnos
Cindy Gnos, Vice President

Date: _____

Date: 3-12-15

ATTEST:

APPROVED AS TO LEGAL FORM:

By: _____
Sonia Alvarez, City Clerk

By: _____
Brent Richardson, City Attorney

Date: _____

Date: _____

EXHIBIT A

STATE AND FEDERAL REGULATIONS

- A. Federal Common Rule Requirements, including, but not limited to, Executive Order 11246, as amended by Executive Orders 11375 and 120860 and implementing regulations issued at 41 CFR Chapter 60; Davis-Bacon Act as amended (40 U.S.C. 276 a to a-7 and 29 CFR, Part 5); Copeland “Anti-Kick Back” Act (18 U.S.C. 874 and 29 CFR, Part 3); Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330 and 29 CFR, Part 5); Section 306 of the Clean Air Act (42 U.S.C. 0857 (h)); Section 506 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; Environmental Protection Agency Regulations (40 CFR Part 15); and applicable sections of 24 CFR 85. Also in the common rule are mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with Energy Policy and Conservation Act (Pub L. 94 - 163).
- B. Office of Management and Budget Circulars No. -21, A-102 revised, A-87, A-110, A-122 and A-128 as they relate to the acceptance and use of Federal funds under this program.
- C. Executive Order 11063, as amended by Executive Order 11259, and implementing regulations at 24 CFR Part 107, as they relate to non-discrimination in housing.
- D. The Architectural Barriers Act of 1968 (42 U.S.C. 4151).
- E. Clean Air Act of 1970 (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.).
- F. Bidding requirements contained in the California Public Contracts Code.
- G. The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) and HUD implementing regulations, 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- H. Provisions of the California Water Code Section 55350 et. sequens.
- I. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352) and implementing regulations 24 CFR Part I as it relates to prohibiting discriminatory action under any activity receiving Federal funds.
- J. Title VIII of the Civil Rights Act of 1968, (Pub. L. 90-284) as amended and implementing regulations 24 CFR 107 as it relates to fair housing.
- K. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112) as amended and implementing regulations when published for effect as they relate to non-discrimination against the handicapped.

- L. The Age Discrimination Act of 1975, (Pub. L. 94-135) as amended, and implementing regulations contained in 10 CFR Part 1040 and 45 CFR Part 90.
- M. The lead based paint requirements of 24 CFR Part 35 Subpart B issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et.seq.).
- N. Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 CFR Section 570.601) as it relates to prohibiting discriminatory actions and activities funded by Community Development Funds.
- O. Section 3 of the Housing and Urban Development Act of 1968, as amended and implementing regulations at 24 CFR Part 135.
- P. Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution.
- Q. The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234).
- R. No member, officer or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, and that it shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this certification.
- S. Additionally, all conflict requirements noted in 24 CFR 570.611 shall be complied with by all parties.
- T. Title I of Section 104(b)(5) of the Housing and Community Development Act as amended and implementing regulations at 24 CFRE 570.200 relating to Special Assessments.
- U. Section 106 of the National Historic Preservation Act and implementing regulations at 36 CFR Part 800.
- V. The Endangered Species Act of 1973, as amended, and implementing regulations at 50 CFR Part 402.
- W. Title I of the Housing and Community Development Act of 1974, as amended, and implementing regulations contained in 24 CFR Part 570 and in 24 CFR Part 85.
- X. The use of CDBG funds by a religious organization shall be subject to those conditions as prescribed by HUD for the use of CDBG funds by religions organizations in accordance with Section 570.200(j) of the Federal CDBG regulations.

Y. All contracts shall include a “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions” as required by 29 CFR Part 98.

PROPOSAL TO PROVIDE ANNUAL HOME MONITORING SERVICES

Arborpoint Apartments
Madera Family Apartments

Submitted to:

Jorge Antonio Rojas
Program Manager
City of Madera
jrojas@cityofmadera.com

Submitted by:



LAURIN ASSOCIATES

a division of



1501 Sports Drive
Sacramento, CA 95834
Phone (916) 372-6100
Fax (916) 419-6108

Contacts:

Jayne Raab
Division Manager
jraab@laurinassociates.com

Suzanne Gottier
Senior Associate
sgottier@laurinassociates.com

TABLE OF CONTENTS

I. Background	1
II. Scope of Services	1
III. Schedule	4
IV. Budget	5

I. BACKGROUND

Laurin Associates, a Division of Raney Planning and Management, Inc., is pleased to provide this proposal and scope of services to perform HOME annual monitoring for the City of Madera. Since the early 1990s, Laurin Associates has been working with HOME Programs, including grant applications and administration. Our diverse experience gives us the knowledge and expertise to efficiently deliver a high quality product to the City on time and on budget.

Purpose of This Proposal

The City currently has the following HOME assisted rental projects:

- Arborpoint Apartments, 300 W. Clark Street, Madera
- Madera Family Apartments, 781 Milano Lane, Madera

As stipulated by the State Housing and Community Development Department (HCD) the City of Madera is responsible for annual monitoring of HOME assisted rental projects to ensure the continued compliance with Federal and State regulations. The City is required to annually review the written policies, procedures, and forms; confirm that staff is following established policies and procedures; and verify that all monitoring, recordkeeping and retention is in compliance with the HOME Final Rule.

II. SCOPE OF SERVICES

The following scope of services has been prepared by Laurin Associates to perform HOME annual monitoring services for the City of Madera's HOME assisted projects. This scope of services identifies each task in the preparation of the necessary documents and services. All reporting and documentation associated with the projects is subject to HOME requirements.

One copy of each of the products listed under each task will be submitted to the HCD HOME Department, the City of Madera, the owner, and the management agent.

HOME ANNUAL MONITORING

Task 1 Required Noticing

Laurin Associates will draft a letter on behalf of the City of Madera, to be submitted to the owner, management staff, and HOME representative. The letter will include the following, 1) notification to schedule a site visit within a specified timeframe; 2) the name and contact information of the person performing the site visit; 3) a request for management to notify all HOME assisted tenants that their unit may be inspected during the scheduled visit; 4) a list of areas to be monitored; 5) requirements to be met before site visit; 6) a summary of what to expect both during and after the site visit; 7) a request to complete enclosed documentation, including Annual Affirmative Marketing Analysis, and the Annual Project Compliance Report; and 8) a request for all requisite documents (financials, rent roll, etc.).

Task 2 Site Visit

Laurin Associates will conduct a site visit to determine compliance with HOME regulations, identify deficiencies, and provide corrective actions to improve or reinforce owner and managing agent performance based on HOME requirements. During the site visit Laurin Associates will meet with the owner and/or management staff to complete the Annual Monitoring Report and to review and collect the Annual Project Compliance Report, the Affirmative Marketing Annual Report, and the utility allowance schedule from management. Laurin Associates will work with the owners and/or management staff to meet HOME requirements and complete all requisite documentation.

Laurin Associates will review tenant files to ensure that the owner and management staff are meeting HOME documentation requirements. Two to five files per project will be selected at random for examination. If any discrepancies are found, they will be reported in the summary of findings to be completed by Laurin Associates.

During the period of affordability, a minimum of one on-site property standards review per year is required. During the on-site review, staff will collect data, inspect units selected at random, and document information on checklists which reflect HOME requirements. The review will consist of a walk-through of at least two to five HOME assisted units per project. The Physical Conditions Report will be completed and submitted.

Task 3 Document Review

The following documents will be reviewed as backup documentation.

1. Utility allowance schedule with effective date
2. Last audited financials to verify beginning and ending balance of all reserve accounts and cash available for distributions
3. Insurance verification
4. Current management plan
5. Current management agreement with amendments or extensions
6. Current project application
7. Current tenant rent roll with all HOME assisted units identified
8. Notice advising HOME assisted households of possible unit inspection
9. HOME Regulatory Agreement

Task 4 Monitoring Summary Letter and Package

Laurin Associates will draft a Monitoring Summary Letter, which will contain formal notification of both positive and negative results of the site visit. Conclusions reached in the letter will be supported by the completed reports, monitoring notes, checklists, and any additional documentation obtained. If applicable, any deficiencies will be labeled “Finding” or “Concern” as appropriate. A “Finding” is a deficiency in program or project performance due to a statutory or regulatory requirement that was not met. A “Concern” relates to program or project performance that should be improved before it leads to a finding.

In addition, the Monitoring Summary Letter will specify a timeframe for the owner or managing agent to submit a written response to the monitoring agency, Laurin Associates.

Task 5 Receipt and Review of Proof of Compliance and Clearance Letter

If applicable, Laurin Associates will review all submitted documentation and proof of HOME Program compliance for fulfillment of corrective actions specified within the Monitoring Summary Letter. Laurin Associates will rely on receipt and review of documentation provided by the owner or managing agent to determine that corrective actions have been taken. When corrective actions have been completed and all concerns have been addressed, Laurin Associates will incorporate these findings into the Clearance Letter.

III. SCHEDULE

This schedule could be lengthened or shortened, depending on the needs of the City of Madera and the projects. Factors that could lengthen or shorten the schedule include the date of the site visit, timing of receipt of proof of corrective action, length of document reviews and unanticipated issues arising from City staff, project owners or management staff.

Tentative 2015 Schedule ARBORPOINT APARTMENTS & MADERA FAMILY APARTMENTS	
Task	Date
Notice To Proceed	February 27, 2015
Required Noticing	Week of March 2, 2015
Site Visits, Tenant File Reviews, On-Site Standards Review	March 2015
Submit required reporting to HCD	April 1, 2015
Monitoring Summary Letter	Prior to April 1, 2015
30-45 day Period for written response from owner or managing agent	April 1-May 1, 2015
Receipt and Review of Proof of Compliance	May 1, 2015
Clearance Letter	Prior to May 1, 2015

Tentative 2016 & 2017 Schedule ARBORPOINT APARTMENTS & MADERA FAMILY APARTMENTS	
Task	Date
Required Noticing	February 1-15
Site Visits, Tenant File Reviews, On-Site Standards Review	February 1-15
Submit required reporting to HCD	February 15
Monitoring Summary Letter	February 15
30-45 day Period for written response from owner or managing agent	February 15-March 15
Receipt and Review of Proof of Compliance	March 15
Clearance Letter	Prior to April 1

BUDGET

The cost for completion of HOME annual monitoring of Arborpoint Apartments and Madera Family Apartments for the City of Madera for three years (2015, 2016, and 2017) is on a not to exceed contract of \$14,228. The tasks are summarized in the Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the chart below.

Please note that should additional tasks be required beyond the current scope of work, Laurin Associates will negotiate a contract amendment with the City of Madera for the extra work.

PROPOSED COST ESTIMATE					
City of Madera - HOME Annual Monitoring					
		Division Manager	Senior Associate	Associate	Cost Per Task
Task 1	Required Noticing		6	15	\$ 2,010
Task 2	Site Visit including Travel			30	\$ 2,700
Task 3	Document Review	12		15	\$ 2,970
Task 4	Monitoring Summary Letter & Package	12	6	15	\$ 3,630
Task 5	Receipt & Review of Proof of Compliance	6	6	6	\$ 2,010
	Total Hours	30	18	81	
	Hourly Rate	\$ 135.00	\$ 110.00	\$ 90.00	
Services					\$ 13,320
	Copies & Fees				\$ 225
	Travel Costs				\$ 600
	10% Administrative Fee				\$ 83
Expenses					\$ 908
Total Cost					\$ 14,228

CITY COUNCIL REPORT

Agenda Number B-7
Meeting Date March 18, 2015



City Administrator



City Attorney

SUBJECT: A Resolution of the City Council of the City of Madera approving amendments to the City of Madera Fiscal Year 2014-2015 Budget appropriating funds to specified accounts for funding of the Madera County Center for the Arts Partnership.

RECOMMENDATION

Staff recommends Council to approve the attached Resolution pursuant to the 2014-2015 Budget appropriating funds of \$100,000. An appropriation for the conceptual project proposed by the Madera County Center for the Arts is consistent with the Vision 2025 Plan.

DISCUSSION

At its meeting held on 3/4/15 Council considered a presentation by the Madera County Center for the Arts Partnership pursuant to Council direction the attached Resolution is provided for approval.

FISCAL IMPACT

An amount not to exceed \$100,000 from the General Fund was identified as the initial impact. Future allocations of funds and offsetting benefits from a project are not quantified at this time.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

An entire section of the *Vision Plan* is dedicated to “A Rich Cultural life”. The references to support of the Arts are too many to be easily captured in this report, but may be briefly summarized as follows:

Strategy 311. Public Arts Program; Establish a public arts program to express and honor Madera’s diverse multicultural and ethnic backgrounds.

Strategy 314. Provide facilities for all arts in Madera including performing, visual, musical, written, and vocal.

Strategy 315. Promote the Arts in Madera.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR 2014-2015 BUDGET APPROPRIATING FUNDS TO SPECIFIED ACCOUNTS FOR FUNDING OF A FEASIBILITY STUDY FOR THE PROPOSED MADERA COUNTY CENTER FOR THE ARTS

WHEREAS, the Madera County Center for the Arts Partnership (“MCCAP”) has approached the City with a request for a share of funding of a feasibility study for the proposed Madera County Center for the Arts in the amount of \$100,000; and

WHEREAS, the proposed Center for the Arts would benefit the City of Madera and improve the quality of life for the community as well as serve to revitalize downtown Madera; and

WHEREAS, the City desires to partner with MCCAP, the County of Madera and Madera Unified School District to conduct a feasibility study for the proposed center; and

WHEREAS, the City would like to amend the City of Madera FY 2014-2015 Budget to reflect sufficient appropriations for funding of the feasibility study.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Madera hereby resolves, finds and orders as follows:

1. The above recitals are true and correct.
2. The appropriate FY 2014-2015 Budget accounts are hereby amended as per Exhibit AA attached.
3. The City Clerk is directed to forward a copy of this resolution to the Director of Finance who shall take all necessary steps to implement the amendments.
4. The approval of the appropriation contemplated herein shall only be valid upon approval of like appropriations by the governing bodies of Madera Unified School District and the County of Madera.
5. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT AA

FUND: GENERAL FUND - 10200
DEPT: 405 COMMUNITY PROMOTION

Expense Account:

1915-3070	Funding to Outside Agencies - Art Council	\$	100,000
		<u>\$</u>	<u>100,000</u>

To appropriate funding for the City's proportionate share of cost, not to exceed \$100,000 for a feasibility study related to the proposed Madera County Center for the Arts.

Note: As this budget amendment reflects an increase to General Fund expenditures without an offsetting credit, the net impact to General Fund Reserves will be \$100,000.

REPORT TO THE CITY COUNCIL

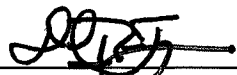
COUNCIL MEETING OF:
March 18, 2015

AGENDA ITEM NUMBER:
C-1

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

Subject: A Public Hearing to Consider an Appeal by Barnes Welding Supply of the Planning Commission Denial of Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, which requested a modification of an existing use permit to allow for outdoor storage, and Consideration of a Resolution of Determination on the Appeal.

RECOMMENDATION

Staff recommends the City Council adopt a resolution of determination after an appeal hearing.

BACKGROUND

On June 17, 2014, the Planning Commission approved Conditional Use Permit 2014-10 and Site Plan Review 2014-16, subject to required findings and conditions of approval. The use permit allowed for the establishment of a welding supply store within the Span Industrial Park generally located at the southeast corner of Maple Street and South Pine Street. The storage of gas as a component of the business requires a use permit in the (I) Industrial Zoning District. Approval of the use permit was conditioned upon all gas being stored within the interior of the lease space, with no outdoor storage allowed.

After assessing the costs of improving the lease space to be in compliance with the Building and Fire Codes applicable to the indoor storage of gas canisters, Barnes Welding Supply made application for modification of CUP 2014-10 to allow for outdoor storage of gas canisters. As required, a site plan review accompanied the use permit modification request. After consultation with staff, a location was selected in proximity to the lease space that was mutually acceptable for the construction of an outdoor gas canister storage area. Conditions of approval and findings of fact were prepared for the modification by staff.

On February 10, 2015, the Planning Commission held a public hearing for Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, which sought to allow for outdoor storage as a component of the operation of the Barnes Welding Supply store. On a three-to-three tie vote, the use permit and site plan review were effectively denied by virtue of the failure to attain an affirmative vote approving the modification. The Planning Commission staff report for the February 10th hearing is attached. The applicant has subsequently appealed that decision to the City Council.

Procedurally, in the event of an appeal of a decision of the Planning Commission, the Madera Municipal Code provides at section 10-3.1310(D) that the City Council may, by resolution, affirm, reverse or modify the decision of the Planning Commission. That section also requires

that, in the event it decides to reverse the decision of the Planning Commission, it must make a written finding of fact setting forth where the Planning Commission decision was in error.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The vision plan supports “increased retail outlets” and promotes “Shop Madera” and “encourages viable economic development.” These are all goals potentially realized within an approval of Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03.

SUMMARY OF RECOMMENDATIONS

The proposed conditions of approval for Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 remain consistent with the Zoning Ordinance and are in conformance with the General Plan. Notwithstanding the decision of the Planning Commission, staff is not aware of any additional information that would change the original recommendations of staff supporting the approval of the modification. Staff recommends that the City Council digest the information within this report and the testimony of the appellant and adopt the resolution with the appropriate determination indicated.

FISCAL IMPACT

The fee assessed for processing an appeal request assists the City in recovering the costs expended in bringing the appeal request to the City Council.

ATTACHMENTS

Appellant Submittals
February 10, 2015 Planning Commission Staff Report

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, MAKING A DETERMINATION AFTER HEARING ON APPEAL
OF THE PLANNING COMMISSION DECISION DENYING CONDITIONAL
USE PERMIT 2014-10 MOD AND SITE PLAN REVIEW 2015-03**

WHEREAS, the Planning Commission for the City of Madera denied Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 pertaining to an allowance for outdoor storage as a component of the operation of a Barnes Welding Supply store; and

WHEREAS, Mr. Craig Wedgeworth of Barnes Welding Supply has filed an appeal to the City Council challenging the Planning Commission denial of the above referenced entitlements; and

WHEREAS, the Madera Municipal Code provides at section 10-3.1310(D) that the City Council may, by resolution, affirm, reverse or modify the decision of the Planning Commission.

**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. After duly conducting a public hearing on March 18, 2015, to hear the appeal by Mr. Craig Wedgeworth of Barnes Welding Supply of the Planning Commission Decision denying Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, and after considering all of the evidence before it, the City Council hereby makes the following decision on said appeal:

_____ The Decision of the Madera Planning Commission denying Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 is affirmed.

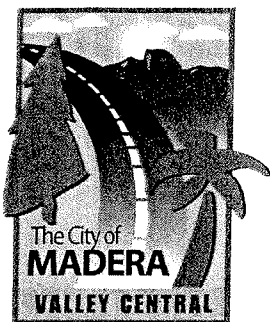
(or)

_____ The Decision of the Madera Planning Commission denying Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 is reversed, based upon the following findings of error by the Planning Commission:

(or)

_____ The Decision of the Madera Planning Commission denying Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 is modified in following aspects:

3. This Resolution is effective immediately upon adoption.

APPLICATION FOR APPEAL OF
ADMINISTRATIVE DECISIONBy: D. AlvarezDate: 2/13/15

APPLICANT NAME CRAIG WEDGEWORTH
 ADDRESS 8242 MAJESTIC OAK WAY
 CITY CITRUS HEIGHTS, CA 95610 PHONE 916-952-3700
CRAIG.WEDGEWORTH@GMAIL.COM

AN APPEAL CANNOT BE ACCEPTED FOR PROCESSING WITHOUT A FULL EXPLANATION OF THE CIRCUMSTANCES SURROUNDING THE ACTION, AND THE GROUNDS FOR THE APPEAL THEREOF. (USE ADDITIONAL SHEETS IF NECESSARY.)

I AM HEREBY APPEALING THE DECISION OF (NAME) PLANNING COMMISSION ON (date) FEB. 10, 2015 PERTAINING TO ACTION RELATING TO MY PROPERTY LOCATED AT 311 PINE STREET, MADERA AND FURTHER IDENTIFIED AS ASSESSOR'S PARCEL NUMBER 012-230-023-026. THIS APPEAL IS BASED ON (GIVE A FULL EXPLANATION)

THIS REQUEST FOR A MODIFICATION HAS SUPPORT OF THE PLANNING STAFF.

REMOTE STORAGE OF ONE OF BARNES DELONG'S PRIMARY SALES ITEMS IS UNWORKABLE, DUE TO INCREASED THEFT WHILE EMPLOYEES ARE AWAY FROM THE STORE AND NOT ALLOWING CONVENIENT SERVICE TO THEIR CUSTOMERS.

PLEASE SEE ATTACHED LETTER WITH A FURTHER EXPLANATION.

[Signature]
Signature

THE SUBMISSION OF THIS FORM, COMPLETED AS REQUIRED, AND ACCOMPANIED BY THE APPLICATION FEE AS DETERMINED BY THE CITY COUNCIL, ENTITLES THE APPLICANT TO A HEARING BEFORE THE CITY COUNCIL OF THE CITY OF MADERA AT THE NEXT AVAILABLE PUBLIC HEARING, UNLESS DELAYED AT REQUEST OF THE APPLICANT OR DUE TO CIRCUMSTANCES BEYOND THE CONTROL OF STAFF OR THE CITY COUNCIL OF THE CITY OF MADERA.

DATE FILED 2/13/15

DATE ACCEPTED _____

APPLICATION FEE:

Administrative \$1,204
 Project Approvals \$605
 (Fee Schedule Res. No. 14-137)

RECEIVED
 FEB 17 2015

City of Madera, 205 W. 4th St., Madera, CA 93637 (559) 661-5405

Craig Wedgeworth

1st American Realty

8242 Majestic Oak Way

Citrus Heights, CA 95610

Ph: (916) 952-3700

E-mail: craigwedgeworth@gmail.com

February 14, 2015

Madera City Council

205 W. Fourth Street

Madera, CA 93637

Re: Fresno Oxygen/ Barnes Welding Supply
Appeal of CUP 2014-10 MOD

Dear Council Members,

We appreciate the opportunity to request this modification to our Conditional Use Permit.

We have been working with Berry Development for the past year to relocate Fresno Oxygen's/Barnes Welding's store from its current location on Blackstone Ave. in Fresno to Berry's Developments property at 311 Pine Street.

We received approval on our original CUP application, but in the Building Permit process it was determined that inside storage of the compressed gas cylinders was not feasible. We hired Interwest Group to determine what could feasibly be done at this site in accordance with applicable Building and Fire Codes, and they worked with Matt Tarr, the Fire Plan Checker for the City, and were able to work out the configuration for outside storage next to the existing trash enclosure as shown on our application.

We understand that when the term Gases or Flammable Gases comes into the conversation that it gets attention. In reality, we are kept comfortable with the flammable gas that we pipe into our homes and businesses and schools. They are in our Rv's and Motorhomes, and power our backyard barbeques. The gases cylinders that will be in the enclosure are the same types that can be found in hospitals, health care centers, the school nurses office and in the cafeteria. They are in our restaurants, convenience stores, and numerous businesses throughout the area. While there is risk in just about everything, application of Building and Fire Codes mitigates these risks.

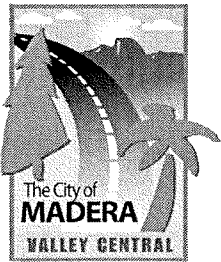
This plan has Planning staff support, but unfortunately the Planning Commission voted 3 to 3 and so we are unable to proceed at this time. The Building permits are ready to be issued and this is the last thing that needs to be worked out in order for the relocating of the Fresno Blackstone store could be accomplished.

Thank you for your consideration of this accommodation.

Craig Wedgeworth

1st American Realty

DRE Lic#01429157



CITY OF MADERA PLANNING COMMISSION

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

Staff Report: Barnes Welding Supply CUP 2014-10 MOD, SPR 2015-03 & Categorical Exemption Item #8 – February 10, 2015

PROPOSAL: An application for modification of a conditional use permit and site plan review to allow for outdoor storage as a component of the operation of a welding supply store.

APPLICANT: Craig Wedgeworth

OWNER: David Berry

ADDRESS: 311 South Pine Street, Suite 101A

APN: 012-230-023 - 026

APPLICATION: CUP 2014-10 MOD & SPR 2015-03

CEQA: Categorical Exemption

LOCATION: The site is located near the southeast corner of South Pine Street and Maple Street. The welding supply store would occupy 4,350 square feet of a 23,000 square foot building.

STREET ACCESS: Access to the parcel is provided via Maple Street and South Pine Street.

PARCEL SIZE: The project site encompasses portions of four parcels.

GENERAL PLAN DESIGNATION: I (Industrial)

ZONING DISTRICT: I (Industrial)

SITE CHARACTERISTICS: The welding supply store is preparing to locate in a portion of an existing industrial building in an industrial park. Other tenants in the building include a garden supply store, auto repair uses, warehousing and a performing arts studio.

ENVIRONMENTAL REVIEW: This project is categorically exempt under §15301 (Existing Facilities) of CEQA Guidelines.

SUMMARY & RECOMMENDATION: The industrial park has been utilized more and more by commercial uses over time. The site is a fitting location for a welding supply store. It is recommended that the conditional use permit and site plan review be modified to allow for outdoor storage and approved as conditioned.

APPLICABLE CODES AND PROCEDURES

MMC § 10-3.1001 Industrial Zones
MMC § 10-3.4.0102 Site Plan Review Applicability
MMC § 10-3.1202 Parking Spaces Required
MMC § 10-3.1301 Use Permits

The storage of gas requires a use permit in the (I) Industrial Zoning District. The establishment of a welding supply store can be allowed for with the approval of a use permit.

The City's Zoning Ordinance allows for the granting of a use permit by the Planning Commission subject to the Planning Commission being able to make findings that the establishment, maintenance or operation of the use or building will not, under the circumstances of the particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of the use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the city.

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

PRIOR ACTION

The industrial site was developed via Site Plan Reviews 1988-11 and 1989-29 which cumulatively allowed for the development of six industrial structures. The buildings and underlying property were subsequently subdivided into one common area parcel and 66 commercial/industrial condominium units as part of Tentative Parcel Map 1992-04. Several use permits are active on the project site. Conditional Use Permit 2014-10 and Site Plan Review 2014-16, allowing for the storage of gas in association with the welding supply store, were approved by the Planning Commission on June 17, 2014.

ANALYSIS

Background

The proposed use would utilize 4,350 square feet of an existing structure to establish a welding supply store. The business would be located within a building originally constructed to serve as an industrial warehouse. Over time, the use of the building has converted from the original vision for the property into the present condition where multiple tenant spaces serve in varying capacities, from warehousing to auto shop space to, most notably, a performing arts studio. Issues discussed as part of this analysis include operational concerns, parking requirements and site improvements.

Operations

The welding supply store plans to sell metal working and welding related tools, equipment, and supplies, as well as compressed gasses for fabricators, repair shops, contractors, food processors, medical facilities, and the hospitality industry. The applicant proposes to operate the business from 7:00 a.m. to 5:00 p.m. weekdays and from 7:00 a.m. to 12:00 noon on Saturdays.

Outdoor Storage

The applicant originally intended on storing gas canisters within a portion of the interior of their lease space. Building and fire codes made the storage of the canisters difficult within the interior of the structure since such activities require additional structural improvements that were not included within original construction of the structure. As an alternative, the applicant proposes to construct an outdoor storage area to house the gas canisters which are an integral component of the business. It is recommended that outdoor storage be allowed as a component of the operation of Barnes Welding Supply. It is further recommended that the outdoor storage enclosure be constructed of masonry block with a stucco finish and color to match the primary structure. Required open-sided sections should be constructed of decorative wrought iron. In that the outdoor storage enclosure is proposed in close proximity to the trash enclosure, it is recommended that the trash enclosure also have a stucco fix and color to match the primary structure. These improvements should be completed prior to any outdoor storage occurring on the project site.

Parking

The 311 South Pine Street is currently served by a total of 69 parking stalls. Four (4) parking stalls are tentatively slated to be removed in order to construct the outdoor storage area. Parking ordinance requires that one stall be provided for each two employees (3-5) and one space be provided for each 300 square feet of office space and customer net floor area (2,045 square feet). A total of ten (10) parking stalls are required to serve the proposed use. With sixty-five (65) parking stalls available to serve the project site overall, there is adequate parking to serve the use as proposed.

Suite 106	Advanced Automotive	19 stalls required
Suite 105	Storage	2 stalls
Suite 104	PAC Studios	19 stalls
Suite 102	Bloom Garden Supply	15 stalls
Suite 101	Barnes Welding	<u>10 stalls</u>
Total		65 stalls required 65 stalls available

Performing Arts Club Conditional Use Permit

Directly adjacent to the proposed lease space is the PAC (Performing Arts Club) Studio. The PAC Studio was approved by the Planning Commission on December 8, 2009. In order to prevent any incompatible use from being established within 150 feet of the PAC Studio, a condition of approval was incorporated into Conditional Use Permit 2009-19 which required that a finding be made that future proposed uses would not conflict with the PAC Studio due to noise, vibration, odor or parking. A finding has been added to indicate that the welding supply store will not conflict with the PAC Studio use.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements in the Vision Plan is "a well-planned city". The Commission, by considering how this development connects to other uses in this commercial/industrial area is actively implementing this key concept of the Vision Plan.

SUMMARY OF RECOMMENDATIONS

The information presented in this report supports conditional approval of the use permit and site plan review request.

PLANNING COMMISSION ACTION

The Planning Commission will be acting on the Conditional Use Permit and Site Plan Review to allow for outdoor storage as a component of the establishment of a welding supply store.

Motion 1: Move to approve Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, based on and subject to the following findings and conditions of approval:

Findings

- This project is categorically exempt under Section 15301, Existing Facilities, of the California Environmental Quality Act (CEQA) since there will be no expansion of the existing structure.
- The welding supply store, including the storage of gas in association with its operation, is consistent with the purposes of the I (Industrial) General Plan land use designation and the I (Industrial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- The allowance for outdoor storage is consistent with the purposes of the I (Industrial) General Plan land use designation and the I (Industrial) Zone District which provide for the use, subject to the issuance of a conditional use permit.
- There is adequate parking and site features to allow for the proposed use.
- As conditioned, the development will be compatible with surrounding properties.
- As conditioned, the welding supply store and outdoor storage enclosure will not pose any significant impact to the performing arts studio permitted by Conditional Use Permit 2009-19.
- As conditioned, the establishment, maintenance or operation of the use will not under the circumstances of this particular case, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or general welfare of the city.

CONDITIONS OF APPROVAL

General Conditions

1. Project approval is conditioned upon acceptance of the conditions of approval contained herein, as evidenced by receipt in the Planning Department of the applicant's signature upon an Acknowledgement and Acceptance of Conditions within thirty days of the date of approval for this use permit.
2. Site Plan Review 2015-03 will expire one year from date of issuance, unless positive action is taken on the project as provided in the Municipal Code or take the required

action to extend the approval before the expiration date. (Municipal Code Section 10-3.4.0114, Lapse of Site Plan Approval)

3. The use permit may be made null and void without any additional public notice or hearing at any time upon both the benefactors of the use permit and owners of the property voluntarily submitting to the City a written request to permanently extinguish the conditional use permit.
4. The applicant's failure to utilize this use permit within one year following the date of this approval shall render the conditional use permit null and void unless a written request for extension has been submitted to and approved by the Planning Commission.
5. All conditions applicable to approval of Conditional Use Permit 2014-10, Site Plan Review SPR 2014-16 and subsequent modifications shall remain effective and are not revised in any way by this approval except as modified herein.
6. Conditional Use Permit 2014-10 MOD will expire and be rendered null and void if the use is discontinued for a twelve month period.
7. This use permit shall be subject to periodic reviews and inspection by the City to determine compliance with the conditions of approval and applicable codes. If at any time, the use is determined by Staff to be in violation of the conditions of approval, Staff may schedule a public hearing before the Planning Commission within 45 days of the violation to consider revocation of the permit.
8. The site or building plans submitted for any building permit applications shall reflect changes required by the herein listed conditions of approval. Any deviation from the approved plan or any condition contained herein shall require, at a minimum, prior written request by the applicant and approval by the Planning Director.
9. Any proposed future modifications to the site, including but not limited to building exteriors, parking/loading areas, fence/walls, new buildings or landscaping shall require an amendment to this site plan review.
10. It shall be the responsibility of the property owner and management to ensure that any required permits, inspections and approvals from any regulatory agency shall be obtained from the concerned agency prior to establishment of the use.

Building Department

11. Site development shall be consistent with the approved site plan and floor plan. The uses of all rooms and activity areas shall be identified on any plans submitted for issuance of building permits. Applicant must demonstrate the number of restrooms provided meets code or add additional restrooms as required.
12. Current State of California and federal handicap requirements shall apply to the entire site and all structures and parking thereon. Compliance shall be checked at permit stage and be confirmed at final inspection.
13. Additional items identified as not complying with current codes and ordinances which require correction or attention may be identified. Any item not in conformance with current codes and ordinances must be corrected.

Engineering Department

General

14. Nuisance on-site lighting shall be redirected as requested by the City Engineer within 48 hours of notification.
15. The improvement plans for the project shall include the most recent version of the City's General Notes.

Water

16. The existing water service connection must be to current City standards including Automatic Meter Read water meter located within City right-of-way and a backflow prevention device, located within private property.

Street

17. The existing handicap ramp at the corner of Pine Street and Maple Street shall be upgraded to meet current ADA and City standards.
18. Sidewalk on Maple Street along the entire project frontage shall be constructed per City and ADA Standards prior to issuance of a business license.

Fire Department

19. A building permit is required for all tenant improvements.
20. The applicant shall provide 2A10BC rated portable fire extinguishers. One is required for each 3,000 square feet of floor area, or fraction thereof. Signage must be provided if the fire extinguishers are not plainly visible.
21. A key box is required for access by emergency responders. If a box has already been provided a new key must be provided if the space is re-keyed.
22. Two means of egress will be required for the retail sales area.
23. Hazardous materials must comply with the 2013 Edition of the California Fire Code for quantities and storage arrangement. A complete HMMP is required prior to building permit issuance.

Planning Department

24. Vandalism and graffiti shall be corrected per the Madera Municipal Code.
25. The applicant shall operate in a manner that does not generate significant noise, odor or vibration that adversely affects any adjacent properties.
26. The property owner, operator and manager shall keep the property clear of all trash, rubbish and debris at all times; and dumping of refuse shall be restricted to the dumpster/refuse containers owned by the property owner.

27. The applicant shall comply with all federal, state and local laws. Material violation of any applicable laws concerning the use will be cause for revocation of this permit.
28. On-site parking shall be provided at all times in conformance with the Municipal Code. All required parking shall be permanently maintained with all parking spaces as shown on the submitted site plan. Any modifications in the approved parking layout shall require approval by the Planning Commission.
29. All signage shall be in compliance with the Madera Sign Ordinance. All signage is required to have an approved Sign Permit issued by the Planning Department per MMC §10-6.

Gas Storage

30. Gas storage shall be consistent with all regulatory requirements at all times.

Outdoor Storage

31. The outdoor storage enclosure shall be constructed of masonry block consistent with City standards with a stucco finish and color to match the primary structure. Required open-sided sections should be constructed of decorative wrought iron.
32. In that the outdoor storage enclosure is proposed in close proximity to the trash enclosure, the existing trash enclosure shall also have a stucco finish and color to match the primary structure.
33. Improvements associated with the allowance for outdoor storage shall be completed prior to any outdoor storage occurring on the project site.

(OR)

Motion 2: Move to continue the application for Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03 to the March 10, 2015 Planning Commission hearing for the following reasons or in order for the following information to be provided: (specify)

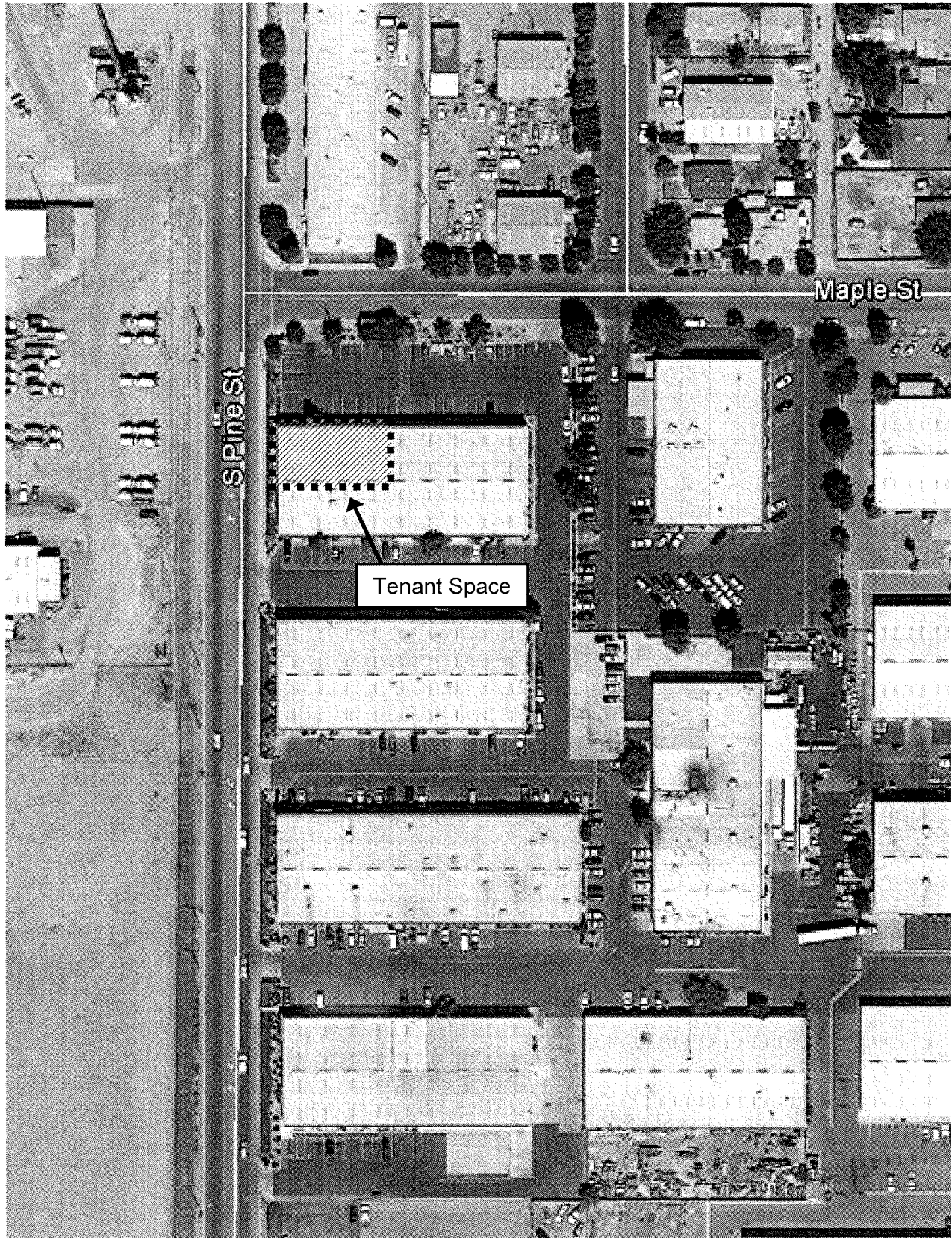
(OR)

Motion 3: Move to deny the application for Conditional Use Permit 2014-10 MOD and Site Plan Review 2015-03, based on and subject to the following findings: (specify)

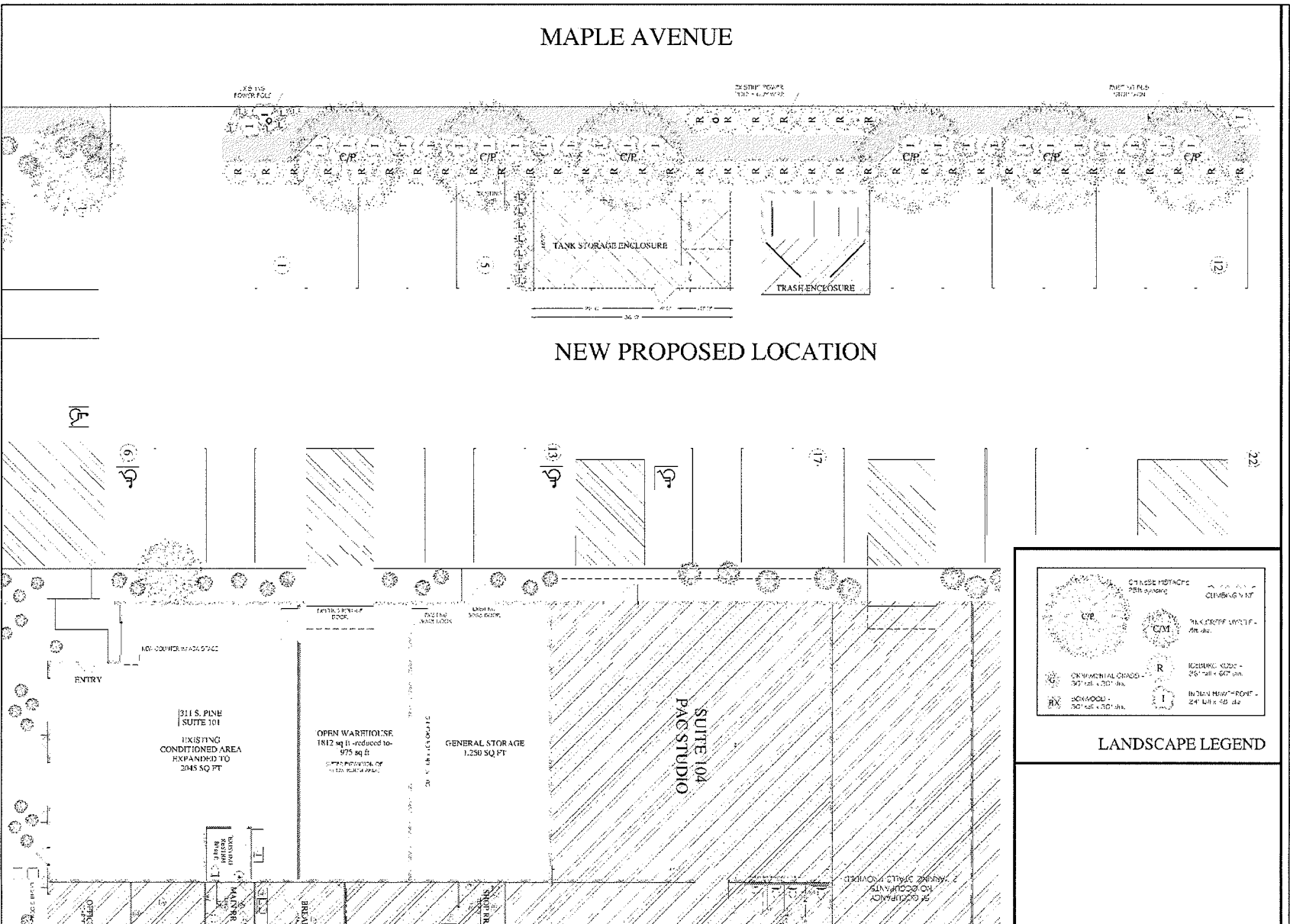
ATTACHMENTS

Aerial Photo
Site Plan
Floor Plan

Aerial Photo



Floor Plan



COUNCIL MEETING OF:
March 18, 2015

AGENDA ITEM NUMBER:
C-2

REPORT TO THE CITY COUNCIL

Approved By:



PLANNING MANAGER



CITY ADMINISTRATOR

SUBJECT:

Second Reading and Consideration of Approval of an Ordinance amending the Zone District of Specific Parcels in order to provide Consistency between the General Plan and Zoning, and compliance with the Housing Element of the City's General Plan.

RECOMMENDATION:

It is recommended that the Council adopt the ordinance rezoning the subject properties.

DISCUSSION:

Multiple parcels located throughout the City of Madera as listed in Exhibit "A" and as shown in Exhibit "B" are proposed for rezoning, to provide consistency with the Zoning Ordinance and compliance with the Housing Element of the General Plan. Parcels range in size from approximately 2,700 square feet to 38.34 acres. The rezoning was considered by the Planning Commission at its February, 2015 meeting. The City Council introduced the rezoning ordinance at its March 4, 2015 meeting. The second reading and adoption of the rezoning ordinance would complete the rezoning process.

As part of the 2010 Update of the General Plan, the City prepared and adopted a new Housing Element. The Element was submitted to HCD for their review process and was approved by HCD on August 26, 2010. The 2010 Housing Element update process included a change in General Plan land use designation for multiple parcels, and a rezone was expected to follow the General Plan amendment. The rezone under consideration completes the required rezone in support of the 2010 Housing Element update and provides required consistency between the General Plan and Zoning Ordinance. Please review Exhibit "A" for a parcel by parcel listing of proposed changes in zoning district and Exhibit "B" for an illustrative map of the parcel locations.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The first of the four core vision statements in the Vision Plan is "a well-planned city". Rezoning property consistent with the approved housing element supports this essential concept.

FISCAL IMPACT: None.

REFERENCE MATERIALS:

Rezoning Ordinance

Exhibit "A" List of APNs, Property Owners and Proposed Changes

Exhibit "B" Map of Proposed Changes

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING
MAP TO REZONE THE SPECIFIC PARCELS IDENTIFIED WITHIN
EXHIBIT "A" AND ILLUSTRATED WITHIN EXHIBIT "B."

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Madera and this 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 Municipal Code.

SECTION 2. 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 the hereto attached Exhibit "B" which indicates the segments of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map 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 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 AND ZONING ORDINANCE.
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. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

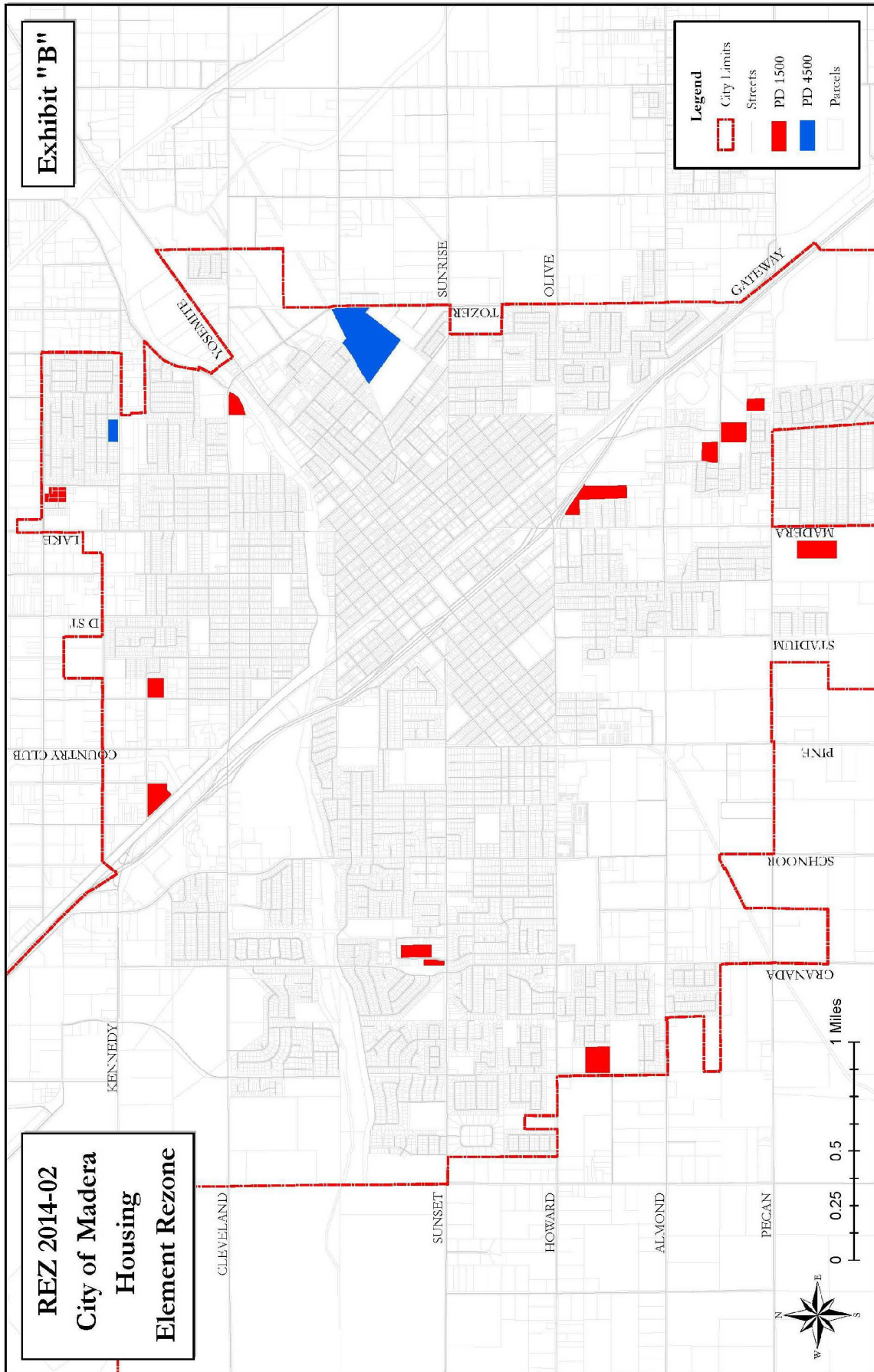
* * * * *

EXHIBIT "A"

The rezoning of parcels is as follows:

<u>Property Owner</u>	<u>APN</u>	<u>Zoning From</u>	<u>Zoning To</u>
Cervantez Robert	003-240-001	PD 3000	PD 1500
Padilla Gloria Jean	003-240-002	PD 3000	PD 1500
Hernandez Diana	003-260-042	C1	PD 1500
Klair Jaspal Singh	003-260-043	C1	PD 1500
Paolinelli Kirk & Karen	003-260-044	C1	PD 1500
Gonzalez Ismael & Braulia	003-260-045	C1	PD 1500
Wright Ron	005-180-001	PD 3000	PD 1500
City of Madera	005-220-006	R1	PD 4500
Bhandal Construction Inc	Eagle Meadows Ph. II	PD 3000	PD 1500
Klair Joginder & Amarjeet	006-250-013	R2	PD 1500
Garcia Ubaldo & Marina	006-250-014	R2	PD 1500
Gray Johnnie & Margaret	006-360-012	R1	PD 1500
Jones Evelyn J	006-360-013	R1	PD 1500
Jones Evelyn J	006-360-014	R1	PD 1500
Lares Phillip Jr & Rosie	006-360-015	R1	PD 1500
Gerbi Michel P et al	008-180-005	R1	PD 4500
Covington Properties	009-600-004	PD 4500	PD 1500
Angell Houldings LLC	009-600-005	PD 4500	PD 1500
Eastbak L P	011-143-006	C1	PD 1500
Eastbak L P	011-143-007	C1	PD 1500
Dera LTD	011-143-008	C1	PD 1500
Landucci Flora	011-320-005	CH	PD 1500
Landucci Flora	Portion of 011-320-006	CH	PD 1500
Pestorich Holdings LLC	012-253-001	PD 3000	PD 1500
GVM INV LLC	012-260-003	PD 3000	PD 1500
Green Valley Corporation	012-260-004	PD 4500	PD 1500
Green Valley Corporation	012-260-007	PD 4500	PD 1500
GVM INV LLC	Portion of 012-270-002	PD 3000	PD 1500
Nassar Theodore & Aida	012-390-015	PD 3000	PD 1500
Atamian Robert & Judee	Portion of 012-480-005	PD 6000	PD 1500

EXHIBIT "B"



REPORT TO CITY COUNCIL

Approved By:

Council Meeting of March 18, 2015
Agenda Item Number C-3



Department Director

City Administrator

SUBJECT: Consideration of Adoption an Ordinance of the City Council of the City Of Madera, California, Amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax

RECOMMENDATION: That the Council conduct or waive a second reading and adopt the ordinance amending Section 17 of Chapter 2 of Title VIII of the Madera Municipal Code Pertaining to Sales and Use Tax.

SUMMARY: The City has had a tax sharing agreement in place with the County of Madera which expired in June of 2014. An interim tax sharing agreement has been entered into for the year of 2015. The subject ordinance is necessary to implement the tax sharing terms with the State Board of Equalization. The ordinance was introduced at the regular meeting of the City Council on March 4, 2015

DISCUSSION: The City of Madera entered into a tax sharing agreement with the County of Madera in 2009 which expired on June 30 of 2014. That agreement, among other things, set forth the share of sales tax generated by the City of Madera which would be distributed to the County of Madera. Since that agreement has expired, the City and County negotiated an interim tax sharing agreement which put in place the same sharing rate of 6.75% of City generated sales and use tax for the year 2015. The interim agreement was approved by the Council at the February 18, 2015, Council meeting. As part of the interim agreement, the City is required to adopt an ordinance which will be submitted to the State Board of Equalization for implementation of the tax sharing terms. The subject ordinance was introduced by the City Council on March 4, 2015, and is now being brought back for adoption.

FISCAL IMPACT: The adoption of the proposed ordinance will essentially place the City in the same position it has been relative to sales tax revenue since entering into the 2009 agreement. While the City has realized additional revenue for the six months that the old agreement was expired, the budget still reflects revenue based on the tax sharing as structured in the interim agreement being implemented by this ordinance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The activity described in this report is not specifically incorporated in the strategies contained in the action plans of the Vision Madera 2025 and is not in conflict with any of the action or goals contained in the plan.

ORDINANCE NO. _____ C.S.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, AMENDING SECTION 17 TO CHAPTER 2
OF TITLE VIII OF THE MADERA MUNICIPAL CODE PERTAINING
TO SALES AND USE TAX

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MADERA AS
FOLLOWS:

SECTION 1. Chapter 2 of Title VIII of the Madera Municipal Code is hereby amended
to read as follows:

**§8-2.17 CITY AND COUNTY SALES AND USE TAX AGREEMENT AND
IMPLEMENTATION OF SALES TAX REVENUE COLLECTION.**

Pursuant to the Bradley Burns Uniform Local Sales and Use Tax Law (Revenue and
Taxation Code § 7200 et seq., hereinafter "Bradley Burns"), CITY shall, provide to
COUNTY, pursuant to its sales and use tax agreement, a portion of CITY's one percent
(1%) Bradley Burns sales tax that is generated within the incorporated area of CITY,
as follows:

Six and three-quarter percent (6.75%), from ~~July 1, 2009, to June 30, 2014~~ [January 1,
2015 through December 31, 2015].

SECTION 2. If any section, subsection, sentence, clause or phrase of this Ordinance is
for any reason held to be unconstitutional, such decision shall not affect the validity of
the remaining portions of this Ordinance. The City Council hereby declares that it would
have passed this Ordinance and each section, subsection, sentence, clause or phrase
thereof irrespective of the fact that any one or more sections, subsections, sentences,
clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 3. This Ordinance shall be effective and of full force and effect at 12:01 a.m.
on the thirty-first day after its passage.

* * * * *

From: [Carol Stark](#)
To: [Sonia Alvarez](#)
Cc: [Lynette Martinez](#)
Subject: RE: Valley Children's Hospital - Madera City Council
Date: Tuesday, February 17, 2015 3:03:44 PM
Attachments: [ATT00001.bmp](#)
[ATT00002.png](#)

Return to Agenda

Hi Sonia - Tim would like to schedule a time to make a brief (15 min) presentation to the City Council at an upcoming meeting.

Subject of the presentation will be Update on Valley Children's Hospital.

Please let us know when you might be able to schedule Tim presentation.

THANK YOU!

Carol Stark
Executive Assistant I



9300 Valley Children's Place | Madera, CA 93636
P: (559) 353-7052 | F: (559) 353-7170 | valleychildrens.org

RECEIVED

City of Madera City Clerk

By: *S. Alvarez*

Date: *2/17/15*

*C: City Administrator
City Attorney
Comm-Dev. Dir.*

RECEIVED

Return to Agenda

MADERA NATIONAL LITTLE LEAGUE

P.O. Box 1176
Madera, California 93639
(559) 706-0659

City of Madera City Clerk

By: D. Alvarez

Date: 2/24/15

C: City Administrator
City Attorney
Dir. Park & Comm. Svcs
Comm Dev. Dir.

February 24, 2015

City of Madera
City Clerk
205 West Fourth Street
Madera, California 93637

Dear Ms. Alvarez:

On behalf of Madera National Little League, we request to be placed on the agenda of the soonest City Council possible. The purpose of our visit is to request approval from the City Council to make field renovations to the Field 1 at Lions Town and Country Park.

The renovations would include the following:

- 1) Remove the trees behind the outfield fence that are in the area within 35 feet +/- behind the outfield fence.
- 2) Excavate the 35 feet behind the outfield fence to become level ground.
- 3) Replace the current fence 35 feet back from its current location and extend it to a height of 8 feet.
- 4) Move the flag poles back 35 feet.
- 5) Install a new wireless remote scoreboard 35 feet from the current location.
- 6) Move existing light poles back 35 feet.
- 7) Add additional lights to the poles and electrical work to complete the process.
- 8) Excavate the field and move the existing base configuration 10 feet towards the outfield.
- 9) Update the field's irrigation system.
- 10) Install base hardware to allow the baseball field to be played as a 46/60 and 50/70 field.
- 11) Place all-weather track entrances at each dugout and coaches box.
- 12) Re-sod the field.
- 13) Install enclosed bull pens for safety reasons.
- 14) Replace trees that have to be removed.

This project would be completed in phases in coordination with the management of City of Madera Parks and Community Services Department.

We ask the City of Madera for the following assistance:

- 1) Help with clearing existing trees that are in the path of this project and haul away debris.
- 2) Help in demolition of the concrete footing of the existing fence and haul away debris.
- 3) The permitting process.
- 4) General direction and supervision by the Parks and Community Services Department staff to assist in completing this project.

Madera National Little League will pay for the balance of the project through fundraising and donations of labor.

Thank you for your consideration. Please contact us with any questions.

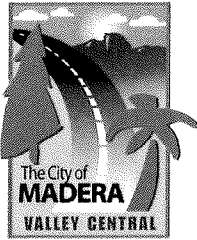
Sincerely,

/S/ *Steven Barsotti*

Steven Barsotti
President

/S/ *Larry Pietrowski*

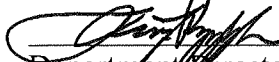
Larry Pietrowski
Field & Maintenance Coordinator

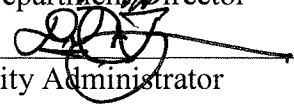


REPORT TO CITY COUNCIL

[Return to Agenda](#)

Approved by:


 Department Director


 City Administrator

Council Meeting of: March 18, 2015

Agenda Number: E-1

SUBJECT: Presentation of the Mid-Year Operational Budget Report and Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2014/2015 Budget

RECOMMENDATION: Council to accept the Mid-Year Operational Budget Report as presented and to approve Resolution Authorizing and Approving Amendments to the City of Madera Fiscal Year 2014/2015 Budget

DISCUSSION: The purpose of a Mid-Year Operational Budget Report is to measure how well the City departments are doing within their operational budgets and to determine if any budget adjustments are necessary for them to complete the fiscal year within budget. It also helps us as a starting point as we begin preparations for next year's budget. At this point, staff has reviewed the City's revenues and expenditures in great detail and found the departments to be performing well and within their respective budgets, over all.

General Fund Operational Budgets

	Total Budget Revenues	Total Actual Revenues	%	Total Budget Expenditures	Total Actual Expenditures	%	Annual Budget (Excess)/ Deficit Revenues	YTD Actual (Excess)/ Deficit Revenues
General Fund								
General Fund 10200	(27,500,053)	(13,848,827)	50.4%	28,207,737	11,878,647	42.1%	707,684	(1,970,180)
CDBG Fund 10221	(313,002)	(60,117)	19.2%	313,002	143,055	45.7%	-	82,938
Code Enforcement 10800	(1,020,787)	(700,436)	68.6%	1,340,533	499,337	37.2%	319,746	(201,099)
Insurance Reserve Fund 10900	(275,000)	(159,563)	58.0%	425,000	300,636	70.7%	150,000	141,073
Total General Fund	<u>(29,108,842)</u>	<u>(14,768,943)</u>	50.7%	<u>30,286,272</u>	<u>12,821,676</u>	42.3%	<u>1,177,430</u>	<u>(1,947,268)</u>
							<u>(204,667)</u>	Encumbrances
							<u>972,763</u>	Original Budget

At mid-year, the City of Madera General Fund revenues stood at approximately 50.7% of the annual budget and operational expenditures were approximately 42.3% of budget. Based on discussions with departments, it appears that all departments within the General Fund will complete the fiscal year within their budgeted expenditures. Although expenditures appear to be low (under 50%) as of December 31, 2014, the departments have indicated that they should

come closer to budget on their expenditures but could finish off the fiscal year slightly under budget. Total General Fund personnel costs were at 49%, as of mid-year, while M&O costs were only at 30% of budget. Much of the M&O expenditures are expected to catch up to budget in the second half of the fiscal year, but there may be some over-all savings on General Fund expenditures coupled with slightly higher than budgeted revenues. This could potentially result in the General Fund ending the fiscal year with a balanced budget, rather than a \$972,763 deficit.

Enterprise Fund Operational Budgets

	Total Budget Revenues	Total Actual Revenues	%	Total Budget Expenditures	Total Actual Expenditures	%	Annual Budget (Excess)/ Deficit Revenues	YTD Actual (Excess)/ Deficit Revenues
Enterprise Funds								
Water Fund	(5,739,000)	(2,880,350)	50.2%	5,839,060	2,497,974	42.8%	100,060	(382,376)
Sewer Fund	(7,024,848)	(3,487,237)	49.6%	7,110,203	2,818,231	39.6%	85,355	(669,006)
Drainage	(839,481)	(329,382)	39.2%	982,363	340,540	34.7%	142,882	11,158
Solid Waste	(5,820,532)	(2,834,666)	48.7%	5,814,489	2,310,041	39.7%	(6,043)	(524,625)
Total Enterprise Funds	(19,423,861)	(9,531,635)	49.1%	19,746,115	7,966,786	40.3%	322,254	(1,564,849)

At mid-year, the City's major Enterprise Fund revenues stood at approximately 49.1% of the annual budget and operational expenditures were approximately 40.3% of budget. Based on discussions with departments, it appears that all departments within the Enterprise Funds will complete the fiscal year within their budgeted expenditures. Although expenditures appear to be low (under 50%) as of December 31, 2014, the departments have indicated that they should come close to budget on their annual expenditures.

During the mid-year budget review, only three budgets were identified as needing a budget amendment. These amendments are included as Exhibit AA to the resolution. The first amendment is related to grant revenues and expenditures for the Manufactured Housing Grant that was presented to and approved by Council on June 18, 2014. The second is related to additional grant funding for the Down Payment Assistance Program. The third addresses the City's share of the cost of internal street and utility improvements for the six parcels it owns at the Will Gill Subdivision-Freedom Industrial Park. In accordance with the Subdivision Agreement previously approved by the Council, each owner within the industrial park is responsible for a proportional share of the internal improvements. The City's cost is approximately \$1 Million. Of this amount, about \$580,000 of Public Works Impact Fee revenue was previously appropriated to cover the 21.5 acre future public works yard. A budget amendment is required to appropriate \$420,000 from the general fund-industrial development designation to cover the 5 parcels (15.1 Acres) the City will make available for economic development.

Certain budget shifts within departments that have realized a savings in certain areas of their budgets that can be used to offset higher than anticipated costs in other budget line items. These adjustments are made administratively and do not trigger the need for formal budget amendments to be approved by Council. Such shifts within departments do not impact the bottom line for the respective departments, and are not included in this budget amendment

request. For example, the Police Department has requested to shift \$60,000 from Salaries to Overtime, due to the shortage of officers on the force which saves money in Salaries but requires Overtime from existing officers to cover shifts. The Police Department has been recruiting to fill four positions that are currently vacant, but the process of recruiting qualified officers is taking longer than anticipated.

Overall, staff was generally pleased with the results of the mid-year budget review and happy that such a limited number of budget amendments are needed at this time.

Looking Forward – As we finish out this fiscal year and begin our budget preparations for Fiscal Year 2015/2016, there are several points that we will need to consider and discuss. Some of those points are outlined below:

- ✓ How will we rebuild the City's service delivery plan? Every aspect of City service was reduced during the recession that began in 2007. For example, priorities will need to be defined for:
 - Police service – key leadership positions and non-sworn were reduced as budget reduction measures.
 - The number of full time employees in Parks and Community Services has been reduced by 33% since 2008, leaving no ability to absorb new or increased service demands.
 - We've needed a third fire station for twenty years. Where does that fit in our priority scheme?
- ✓ How do we project changes in the cost of pensions and health care? The initial information provided by PERS last year was way, way off (low) of our actual cost increases.
- ✓ Collective bargaining is coming up and will be driven in part by the salary survey currently being prepared.
- ✓ What will the effect of the ongoing drought be on the local economy?
- ✓ A long term tax sharing agreement will almost certainly entail annexation of Parkwood and Parksdale. If so, we need to anticipate a minimum \$500,000 annual General Fund impact.
- ✓ When do we anticipate revenue generation from a highway travel center?
- ✓ Water, wastewater, and storm drainage increases are on the immediate horizon.
- ✓ What are the effects of decision we will make on LMD's?
- ✓ In light of these questions, how do we define adequacy of fund balance/reserve positions?

FINANCIAL IMPACT: The proposed budget amendment will not have an impact on the City's General Fund. However, it does represent an increase of \$1,025,000 in both revenues and expenses related to CALHOME Manufactured Housing and HOME Down Payment Assistance Program grant funding. It also appropriates \$420,000 of Economic Development Fund dollars for improvements related to a new Transit Maintenance and Administration Facility.

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. It is also in line with funding core services as articulated by the Vision Madera 2025 Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, AUTHORIZING AND APPROVING AMENDMENTS TO
THE CITY OF MADERA FISCAL YEAR 2014/2015 BUDGET**

WHEREAS, City staff has completed a mid-year budget review and determined that certain budget amendments are necessary; and

WHEREAS, new or additional revenues are available for grant program and operational costs; and

WHEREAS, the new or additional revenues to be allocated to grant program and operational costs are necessary for the grant programs; and

WHEREAS, the appropriation and revenue estimate amendments to the City of Madera Fiscal Year 2014/2015 Budget, listed in Exhibit AA attached hereto, are necessary to fund the operational expenses of their respective department and to account for the expenses and to make the appropriate claims for reimbursement of expenses that are related to grant programs.

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

1. The above recitals are true and correct.
2. The appropriations for the items listed in Exhibit AA, attached hereto, are approved.
3. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution.
4. The resolution is effective immediately upon adoption.

EXHIBIT AA

FUND: 44000

Dept: 464 CALHOME MH REHABILITATION PROGRAM

Account Revenue:

6094-8489	CalHome MH Grant	1,000,000.00
		<u>1,000,000.00</u>

Account Expense:

6094-3016	Office Supplies	3,500.00
6094-3085	Rehabilitation Loans	935,000.00 (1)
6094-4003	Interfund Charges - Cost Distribution	61,500.00 (2)
		<u>1,000,000.00</u>

To establish new grant revenues and appropriate funding for expenditures related to the CalHOME Manufactured Housing Rehabilitation Program.

Notes:

- ✓ (1) 17 x \$55,000
- ✓ (2) To allow for Successor Agency, Building and Grants staff time

FUND: 43800

DEPT: 422 DOWN PAYMENT ASSISTANCE ACTIVITY

Account Revenue:

6065-8474	HOME Administration Revenue	<u>25,000.00</u>
-----------	-----------------------------	------------------

Account Expense:

6065-3040	Contracted Services	<u>25,000.00</u>
-----------	---------------------	------------------

To establish additional grant revenues and appropriate funding for administrative and labor compliance monitoring for two multi-family complexes.

FUND: 42500

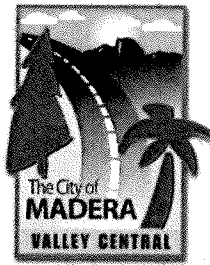
DEPT: UNDESIGNATED - ECONOMIC DEVELOPMENT FUND

Account Expense:

4230-5030	New Transit Mtnc/Admin Facility	<u>420,000.00</u>
-----------	---------------------------------	-------------------

To appropriate additional funding for improvements related to a New Transit Maintenance and Administration Facility.

Note: As there is no offsetting revenue for this expenditure, the expenditure will result in an equivalent reduction to the Unappropriated Fund Balance in Fund 42500.

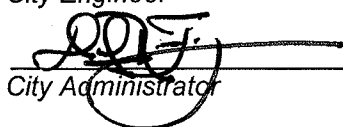


[Return to Agenda](#)

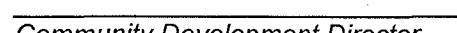
REPORT TO CITY COUNCIL

Approved By


City Engineer


City Administrator

Council Meeting of March 18, 2015
Agenda Item Number E-2


Community Development Director

SUBJECT:

REPORT AND REQUEST FOR DIRECTION ON POSSIBLE CHANGES TO THE METHOD OF MANAGING AND FUNDING LANDSCAPE MAINTENANCE DISTRICTS

RECOMMENDATION:

Staff recommends that the Council consider the information included in this report and provide direction as to the preferred method of managing and funding Landscape Maintenance Districts (LMD).

SUMMARY:

Since 1991, the City has established landscape maintenance zones to collect assessments to cover the maintenance of landscaping installed in conjunction with new development. Only landscaping installed within City-owned property is included, such as park strips, median islands, and a handful of small parks. Certain increases in assessments trigger Proposition 218 Elections. Last year, Prop 218 elections were held in 31 zones, at which time the voters in 23 zones rejected the proposed increases. The level of maintenance in these zones has been reduced in accordance with available funds, and residents of many of those zones are now beginning to see the results. Council and staff have received numerous complaints associated with the reduced maintenance.

Based on existing practices, many more Prop 218 Elections will be required this year. Given the uncertainty of future Proposition 218 hearings and the obvious impact reduced maintenance levels have on the character of the City now and in the future, it was determined that Council may wish to consider alternatives to how LMDs should operate moving forward.

DISCUSSION:

On an annual basis, landscape zone assessments are set through the adoption of an Engineer's Report. The report and recommendations are prepared in adherence to State law (Sections 22620-22631 of the Streets and Highway Code). Recommended assessments incorporate cost factors such as contractor costs, tree trimming, repair and replacement, reserve for cash flow, administration and customer service, etc.

Engineering

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

www.madera-ca.gov

A Proposition 218 Election is required when there is a proposed increase to an assessment that is outside the bounds of any previous agreements or covenants that define when or if increases can occur. Although it may call for an election, the City does not have the ability to advocate the increase. It can only present statistics that may not adequately convey the gravity of the vote. As such, there is significant potential for a failed Proposition 218 vote.

Similar to last year, thirty-six (36) zones are anticipated to generate assessment revenue that will be below the amounts required to adequately pay for anticipated expenses and cannot be recovered without a Proposition 218 vote. Of the 36 zones, this number includes the 23 zones with failed elections from last year. Should any of these elections fail, the Council will again need to decide whether to reduce the maintenance in those zones to match the available funding.

There is no requirement that the City change its program or strategy regarding landscape maintenance. Some concerns that have been expressed regarding the program, however, including the following:

- Landscaping can no longer be adequately maintained when funding is not approved by voters. In many zones, landscaping is clearly dying.
- Frustration by residents who do not understand why costs are not stable and predictable.
- Costs in some zones that do not appear reasonable when compared to other zones.
- Perception of high costs for services that are received, including City administrative costs.

Possible Alternatives

While the current landscape zone program is burdensome and often confusing, there are no clearly superior alternatives that eliminate all of the concerns. Possible alternatives focus on three fundamental principles or questions:

- 1) Should Proposition 218 Elections proceed where funding is not sufficient to maintain a zone with the understanding that the level of maintenance will be balanced against revenue or should the General Fund make up the difference
 - 2) Should the General Fund pay for all costs and suspend collection of assessments
 - 3) Should the City continue using a private landscape contractor or utilize City staff to maintain the zones.
- *Alternative 1. Keep Zone Structure. Set Reserve at Maximum . Attempt Prop 218 Elections As Required. Reduce Maintenance in Zones Where Elections Fail.* This alternative is closest to the methodology currently used, except the reserve for cash flow amount would be increased from 10 % to a maximum amount equivalent to the estimated costs of maintaining the zones July 1 through December 10 in accordance with Section 22569 of the Streets and Highways Code. This “Maximum” will be accumulated within a 5 year period. This would result in initially higher assessments, but would smooth cash flow and reduce the need for consecutive Proposition 218 Elections.
 - Advantages – 1) Seeks to minimize impact to City General Fund, 2) Changes to the reserve criteria serve to reduce future anticipated Proposition 218 hearings.
 - Disadvantages – 1) Management continues to be complex and costly, 2) Where Proposition 218 votes fail, landscape quality suffers to varying degrees and resident frustration is high, 3) Given the ability to allow reserves to drop as low as 0% from as

high as 44%, future Proposition 218 votes may be characterized by large percentage increases.

- Cost to City – Minimal - Cost of administering Proposition 218 votes
- *Alternative 2. Keep Zone Structure. Set Reserve at Maximum . Attempt Prop 218 Elections As Required. General Fund subsidizes those zones where Prop. 218 fails.* This alternative is similar to Alternative 1 except the General Fund subsidizes zones if parcel owners reject an increase to assessments.
 - Advantages – 1) Complexity and cost of managing zones drops for all departments to varying degrees, 2) Changes to the reserve criteria may serve to reduce anticipated Proposition 218 votes if they are not abandoned in the current year.
 - Disadvantages – 1) The General Fund absorbs all cost of failed or abandoned Proposition 218 votes, 2) Residents may vote against 218 if it's clear City will make up the difference; 3) Given the ability to allow reserves to drop as low as 0% from as high as the Maximum, future Proposition 218 elections may still be required but not to the same degree as zones without covenants.
 - Annualized Cost to City – Current: \$110,000 (approximate), Future: \$140,000 (estimate-based on possible change in contractors)
- *Alternative 3. City Stops Collecting Zone Assessments. City absorbs maintenance costs and utilizes contracted services to perform work.*
 - Advantages – Complexity and cost of managing zones is minimal
 - Disadvantages – The General Fund absorbs cost of maintaining and managing all zones
 - Annualized Cost to City – Current: \$440,000 (approximate), Future: \$470,000 (estimate-based on possible change in contractors)

For each alternative, it is assumed that the City continues to utilize a contractor for the maintenance of the zone. Staff has also reviewed the possibility of providing maintenance through the use of internal City staff. This variation on the three alternatives would provide the benefit of consistently higher maintenance quality and reduced potential for swings in costs; in total and from zone to zone when private contractors change through the bidding process. Part of staff's understanding from the failed Proposition 218 elections was that some parcel owners voted no because the quality of maintenance was in many cases already below where it should be. Given the importance of providing a consistently higher landscape maintenance standard, it would make sense to use internal staff. Regardless of the alternative selected, utilization of internal staff would likely result in an increase of approximately \$35,000 per year to each of the previous alternatives. There may also be an initial swing in cost from zone to zone as staff's determination of costs for each zone may differ from that of the current contractor.

In addition to consideration of the alternatives above, Council may also wish to consider a change of standard for how public areas are landscaped. As an example, switching to a desert landscape would provide several tangible benefits such as reduced water usage and lower labor costs dependent of course on the intensity level of the plantings. Such a new standard could be implemented on new or expanded zones. The standard could also be used to replace plantings in zones where expenses substantially exceed revenue. The capital costs of changing existing landscaping has not been evaluated.

As is evident, each alternative represents a distinct variation in its affect. Given this variation between costs, quality of landscape and potential for zones with reduced maintenance, staff in this case does not feel it can make a recommendation for a preferred alternative in advance of its consideration.

Following Council's direction, staff will prepare the 15/16 Engineer's Report for approval at a future meeting of the Council.

FISCAL IMPACT:

The following table illustrates a summary of the cost impacts associated with each alternative. Alternative 1, utilizing a private contractor, represents the only alternative where the General Fund would not be anticipated to cover costs of maintenance. All other alternatives show varying impacts to the General Fund.

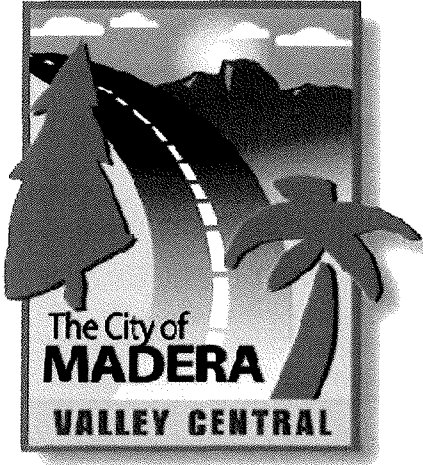
Cost to General Fund by Alternative

	Alternative 1	Alternative 2	Alternative 3
Cost – With Current Contractor	Minimal	\$110,000	\$440,000
Probable Cost With Change in Contractors at End of Current Contract	Minimal	\$140,000	\$470,000
Cost Using City Staff	\$35,000	\$175,000	\$505,000

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The formation of Landscape and Lighting Districts while not specifically addressed in the vision or action plans would seem to fit well with:

Strategy 126 - Clean, attractive streets: Expand or develop programs to create clean, safe and aesthetically pleasing streets.



REPORT TO CITY COUNCIL

MEETING DATE: March 18, 2015

AGENDA ITEM NUMBER: E-3

Approved by:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT: Consideration of a Request From the City's Solid Waste Franchise Hauler to Change the Annual Residential Curbside Clean-Up Program to a Semi-Annual Drop-Off Based Program.

RECOMMENDATION: Staff recommends Council provide direction to continue the Annual Curbside Collection Program and decline a request from its Solid Waste Franchise Hauler, Mid Valley Disposal, for a proposed amendment to their contract to allow the annual Curbside Clean-Up program to be replaced by a Semi-Annual Drop-Off Based Program.

Summary: Mid Valley Disposal has requested the City consider amending the contract with Mid Valley Disposal to allow them to replace the annual Curbside Clean-Up program with a program where residents could deposit the same annual clean-up refuse twice a year, during a two day event, in roll-off bins located in two locations within the city. The specific of the proposal from Mid Valley Disposal is listed in their attached outline of the issue.

DISCUSSION: The current curbside service plan has the obvious benefits of removing significant amounts of debris from residences and yards that might not otherwise be removed, as most residents do not have ready access to vehicles to transport material to the County landfill. In 2014 the program collected 704 tons of refuse and diverted 26 tons of recyclable material. The Curbside Clean-Up program is performed once a year, 29 sections of the City are scheduled for pick up over 29 days. The Curbside program does have the down side of the visual blight of the material along the street frontage during the week period prior to the scheduled pick-up, but is more readily accessible to a majority number of residents.

The Drop-Off service is proposed to be offered for two days at two locations, twice a year. The proposed Drop-Off service plan would require residents to take the material to one of two locations in the city where it would be loaded into bins for removal. Most of the refuse in the

street would be eliminated; those residents that qualify as disabled would be allowed to schedule curbside pickup of the material at their homes. Currently we have about 65 customers who qualify and participate in the offered disabled "walk-up" service of having their carts picked up from the side of their residence due to disability. However, there are an overwhelming number of customers that do not qualify as disabled, but may have mobility issues in loading and transporting the material to bins.

Mid Valley Disposal contends that the cost of providing either of the two service methods is relatively close. Mid Valley Disposal only proposes crediting the City a financial benefit of \$9,500 for this change in service, which would not make any appreciable impact in the rates charged to our customers. In the Curbside program recyclable materials are removed from the curbside deposit just prior to collection. In 2014 26 tons of recyclables were collected and diverted. Mid Valley Disposal feels that it's possible that they may be able to be more efficient at segregating recyclable materials at the drop off center, however both the gross and recyclable tonnages are likely to be much lower.

Mid Valley has raised a concern about a pending new rule being considered by the State Water Board that could, if adopted, require the City to provide goals and programs to be implemented over ten years to address keeping trash out of storm drainage when the City next updates its NPDES permit. Mid Valley sees replacing the annual curbside pick up as one of the means of addressing this potential requirement. Staff does not see eliminating the once a year curbside event as a needed measure to address the issue. Little if any litter from the curbside event contributes to storm drainage pollution of our water ways. The issue of Storm water channel litter is a year round issue, which is most crucial in the stormy season. Both the cities of Fresno and Clovis are continuing with Curbside Clean-Up programs this spring.

Unless the visual blight of having the material placed on the curb during the curbside pickup is something that the Council feels is important to eliminate, Staff would recommend staying with the curbside method; as changing it would be a reduction in service to the residents that would not reduce the rates to our customers. If the Council would prefer to change to the Drop-Off method, Staff would recommend investigating how we could increase the amount of cost savings, such as still only doing one event a year, so that there may be an appreciable reduction in customer rates, and/or including a lower threshold for customers that have impairments, but are not disabled, to receive curbside pick-up of their debris piles during the Drop-Off event.

For the Council's information, the City's contract with the Vendor has some issues that have been brought up in the past and by the vendor, that may be brought back to the Council in the near future, such as changing the current sharps doorstep pick-up program (by appointment) to a centralized sharps drop-off Kiosk, rewriting or elimination of the provisions for the City to receive net recycling revenue from waste stream, and consideration of a franchise agreement for construction and demolition. This single Curbside/ Drop-Off item is being brought to the Council now rather than as a package with the other issues as it is time for us to begin advertising and making arrangements for the Curbside Cleanup.

FINANCIAL IMPACT: There are no General Funds used for the annual Residential Clean-up Program. Costs are borne by residential cart rate payers. The Solid Waste Fund would realize a program savings of approximately \$9,500.00 as a rebate back to the City if it were to change to the centralized drop-off bin model.

Vision Madera 2025 PLAN:

The Vision Plan does not identify a preferred methodology for these types of operations, The overall existing and proposed program are consistent with the Vision Plan Strategy 437:

Recycling Programs: Promote recycling through multiple programs.

ATTACHMENT "A"

City of Madera Residential City Wide Clean-Up

Current Program:

Once per year curbside collection

- Creates eyesore City wide for 6-7 weeks
- Promotes illegal dumping
- Scavenging becomes problematic

New Program:

Semi-annual drop off clean-up events using 2 sites per event.

- Allows opportunity for two clean up per year rather than one
- Promotes more diversion through separated material types
- Senior/handicap curbside service
- Cost savings to City
- More manageable for City & Contractor

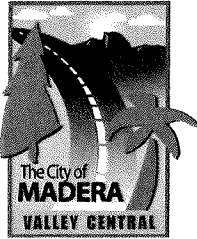
Drop-Off Savings will be \$9,500 per year

Options:

Rebate back to City for programs

Add in extra programs

Reduce rates for customers



REPORT TO CITY COUNCIL

[Return to Agenda](#)

Approved by:

Sonia Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 3/18/15

Agenda Number: F-1

SUBJECT: Request for Appointment of an Alternate to the San Joaquin Valley Air Pollution Control District Special City Selection Committee

RECOMMENDATION: Staff requests that the Council appoint by motion an alternate to the San Joaquin Valley Air Pollution Control District (District) Special City Selection Committee.

SUMMARY: Council Member Bompreszi has been serving as the City's primary representative on the District's Special City Selection Committee (Committee) since 2009. The alternate position is currently vacant. A meeting of the Committee is scheduled on Tuesday March 31, 2015 at 6:00 p.m. in Fresno and Council Member Bompreszi is not available to attend. It is requested that an alternate be appointed to attend in Council Member Bompreszi's place when she is not available.

DISCUSSION: The District's Special City Selection Committee is charged with making appointments of city representatives to the San Joaquin Valley Air Pollution Control District's Governing Board. The Special City Selection Committee (Committee) consists of one member selected by a majority vote of each city located within the District. In addition, an alternate is appointed to serve in the absence of the primary appointment.

Meetings of the Special City Selection Committee are scheduled as needed and are held at the San Joaquin Valley Air Pollution Control District Office in Fresno. The next Committee meeting is scheduled Tuesday, March 31, 2015 at 6:00 p.m.

FINANCIAL IMPACT: None.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The requested action is not specifically addressed in the Vision and Action Plan; however, City representation on the Air District Special City Selection Committee supports the Vision core area of A Safe and Healthy Environment – A Quality Environment Strategies 431, 432, and 433.

From: Michelle Franco
To: "Becky Hernandez"; "Bertha Augustine"; "Betty Cota"; "Blanca Reyes-Garza"; "Bonnie Paige"; "Carmela Wilson"; "Carole Fleischmann"; "Cecilia Vela"; "Christine Wilson"; "Cindy Heidorn"; "Diana Brooks"; "Diana Trejo"; "Dianna Ernfinger"; "Dominique Spinale Romo"; "Duviet Rodriguez"; "Irene Zacarias"; "Jeanna Del Real"; "Jeannie Davis"; "Jennifer Gomez"; "Jennifer Robison"; "Joann Tilton"; "John Holt"; "John Lollis"; "Juanita Veliz"; "June Bracamontes"; "Kathy Teixeira"; "Kellie Weaver"; "Kiendon Meik"; "Linda Barkley"; "Lisa Roos"; "Lori Martin"; "Lucy Mallonee"; "Marci Reyes"; "Maria Ortiz"; "Maricela L. Vela"; "Mary J. Venegas"; "Matt Flood"; "Melanie Correa"; "Michelle Nicholson"; "Mike Maier"; "Miranda Lutzow"; "Mitzi Ortiz"; "Nancy Lima"; "Patricia Button"; "Phyllis A. Kraft"; "Reyna Rivera"; "Rita Lozano"; "Roberta Gafford"; "Roxanne Yoder"; "Sandy Guillen"; "Shannon Jensen"; "Sonia Alvarez"; "Stephanie Lopez"; "Sue Bauch"; "Sylvia Plata"; "Yvette Mayfield"; "Yvonne Spence"
Cc: Carol Flores; Cristina Padilla; Tom Jordan
Subject: SAVE THE DATE: San Joaquin Valleywide Special City Selection Committee Meeting - Tuesday, March 31, 2015 at 6:00 p.m.
Date: Wednesday, March 04, 2015 4:55:39 PM
Attachments: image003.png
Importance: High

Good afternoon City Clerks of the San Joaquin Valley!

Please be advised that we are planning to hold a meeting of the **San Joaquin Valleywide Special City Selection Committee on Tuesday, March 31, 2015 at 6:00 p.m.** to appoint a member representing a Small City in Tulare County to our Governing Board. **This meeting will be held via video teleconference in our Fresno, Modesto, and Bakersfield offices.** The Agenda and supporting documents will be sent to you at least one week prior to the meeting date. Your assistance with notifying your city's committee member(s) and asking them to attend this meeting is greatly appreciated – as you can imagine, reaching a quorum (30 members) is always difficult and we are grateful for everyone who is able to attend.

You can find information on this committee on our website located here:
http://www.valleyair.org/Programs/SpecialCitySelection/SCSC_idx.htm

Please let me know if you have any questions or concerns and have a great afternoon!

Sincerely,

Michelle

Michelle L. Franco
Deputy Clerk of the Boards
San Joaquin Valley Air Pollution Control District

RECEIVED
City of Madera City Clerk
By: *D. Alvarez*
Date: 3/4/15