

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

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, October 16, 2019
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

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

INVOCATION: Pastor Josh Blair, Central Valley Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

PRESENTATIONS:

INTRODUCTIONS:

A. WORKSHOP

B. CONSENT CALENDAR

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

- B-1 Minutes – 5/16/18, 6/5/18, 10/3/18, 10/17/18, 10/17/18s
- B-2 Informational Report on Register of Audited Demands (Report by Susan O’Haro)
- B-3 Informational Report on Contract City Attorney Service Expenditures (Report by Wendy Silva)
- B-4 Water Conservation Report for 8/19/19 – 9/22/19 (Report by John Scarborough)
- B-5 Consideration of a Minute Order of the Madera City Council Authorizing the Lease of a National Insurance Crime Bureau Vehicle to the Madera Police Department and Authorizing the Chief of Police to Execute the Vehicle Use Agreement (Report by Dino Lawson)
- B-6 Consideration of a Joint Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Hilltop Securities as Placement Agent/Underwriter and Kronick, Moskovitz, Tiedemann & Girard as Bond Counsel/Disclosure Council for Professional Services Required to Complete the Financing of the Water Revenue Bonds Series 2019 (Report by Susan O’Haro)
- B-7 Actions Relating to Final Map for La Spezia II Subdivision (Tract No. 19-S-01)
 - 1) Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia II Subdivision (Tract No. 19-S-01) and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)
 - 2) Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia II Subdivision (Tract No. 19-S-01) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2019/2020; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)
- B-8 Actions Relating to Final Map for La Spezia III Subdivision (Tract No. 19-S-02)
 - 1) Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia III Subdivision (Tract No. 19-S-02) and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia III Subdivision (Tract No. 19-S-02) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2019/2020; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

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

C-1 PUBLIC HEARING ON REZONE AND GENERAL PLAN AMENDMENT

Public Hearing and Consideration of:

- 1) Consideration of Adoption of a Resolution Amending the General Plan Land Use Designation for the Six Parcels, Reclassing them from the HD (High Density) to the P&SP (Public and Semi-Public) General Plan Land Use Designation and Adopting a Negative Declaration and
- 2) Consideration of Introduction of an Ordinance Rezoning Six Parcels Encompassing 1.5 Acres Located on the Southwest Corner of the Intersection of West 7th Street and South G Street from the R3 (High Density) to the PF (Public Facilities) Zone District (Report by Chris Boyle)

C-2 ACTIONS RELATING TO ANNEXATION OF TERRITORY TO CFD 2005-01

Public Hearing and Consideration of:

- 1) Public Hearing and Consideration of a Resolution of the City Council (Council) of the City of Madera, California (City), Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.
- 2) Consideration of a Resolution of the City Council (Council) of the City of Madera Calling a Special Election and Submitting to the Voters of Annexation No. 6 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 6 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District

Conducting of:

- 3) Conduct A Special Election of the Qualified Electors of Annexation No. 6 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof

Consideration of:

- 4) Consideration of A Resolution of the Council of the City, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 6 to CFD 2005-01 (Report by Chris Boyle)

D. WRITTEN COMMUNICATIONS

There are no reports for this section.

E. ADMINISTRATIVE REPORTS

There are no reports for this section.

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

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

G. CLOSED SESSION

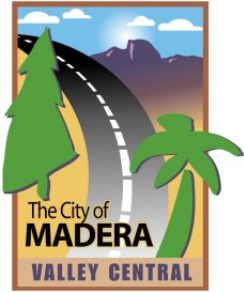
There are no reports for this section.

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for October 16, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 6:00 p.m. on October 10, 2019.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	05/16/18
Adopted:	10/16/19

RETURN TO AGENDA

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**May 16, 2018
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1, arrived during Closed Session at 9:48 pm.
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Division Fire Chief Matt Watson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Information Services Manager Mark Souders, Grants Program Manager Jorge Rojas, and Assistant Engineer Victor Aldama.

INVOCATION: Pastor Eddie Gallegos, Good News Fellowship

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

PUBLIC COMMENT:

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

Luis Ceja spoke on behalf of students of Virginia Lee Rose Elementary and Martin Luther King Middle School about Item C-1. He discussed concerns with student safety during after school hours. Many children are injured or killed when they dart out in front of cars. There needs to be places that are safe for walking. Funding of our proposal will allow for the installation of blinking lights to ensure safe passage for students, bicyclists and pedestrians during heavy road traffic. He requested that council support their community effort to promote awareness to help protect the children from a traffic fatality.

Khalid Chaudry discussed concerns with deficit on golf course, salary raises, item G-3, Council Member Rigby's award, and Pomona Ranch.

No other comments were offered.

PRESENTATIONS

Presentation by California Health Collaborative on Maternal Behavioral Health (Alexandra Addo-Boateng, Program Manager)

Alexandra Addo-Boateng and Rocio with California Collaborative Health presented report.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Request for Direction on Next Steps with the Youth Leadership Institute for the Purpose of Elevating Youth Voice through Meaningful Civic Engagement (Report by Mary Anne Seay and Presentation by Yammilette Rodriguez, Senior Director YLI)

Yammilette Rodriguez with Youth Leadership Institute presented report.

A-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2018/2019 (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented report.

B. CONSENT CALENDAR

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

Item B-3 was pulled by Council Member Rigby for discussion.

Item B-15 was pulled by Council Member Oliver for discussion.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEMS B-3 AND B-15 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

- B-1 Minutes – There are no minutes for consideration.
- B-2 Warrant Disbursement Report 4/24/18 – 5/7/18 (Report by Tim Przybyla)
- B-3 Consideration of a Resolution Approving a Contract with Devastating Pyrotechnics, LLC for Operation of the 2018, 4th of July Fireworks Show and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Mary Anne Seay)

After discussion Council moved to table item B-3 to be brought back at a future meeting.

- B-4 Consideration of a Resolution Approving a Business Associate Agreement between the City of Madera and the City's Broker of Record for Health and Welfare Benefits, Der Manouel Insurance Group/HUB International Inc., Fresno, in Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology Economic and Clinical Health Act (HITECH) and Authorizing the City Administrator to Sign the Agreement (Report by Wendy Silva)

RES. NO. 18-69 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A BUSINESS ASSOCIATE AGREEMENT WITH DER MANOUEL INSURANCE GROUP/HUB INTERNATIONAL INC., FRESNO AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE AGREEMENT

- B-5 Consideration of a Resolution Approving the Award of Contract for Sunrise Rotary Sports Complex Soccer Field Lighting City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 in the Amount of \$97,832 to Cable Links Construction Group, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management Contingencies of Up to 15% as Approved by the City Engineer, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

RES. NO. 18-70 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AWARD OF CONTRACT FOR SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTING, CITY PROJECT NO. PK13-2018, CDBG PROJECT NO B10MC060053-10218020-7030 IN THE AMOUNT OF \$97,832.00 TO CABLE LINKS CONSTRUCTION GROUP, INC. AUTHORIZING CONSTRUCTION CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND MANAGEMENT COSTS OF UP TO 15% AS APPROVED BY THE CITY ENGINEER, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

- B-6 Consideration of a Minute Order Rejecting a Claim Filed by Ashley Williams (Report by Wendy Silva)
- B-7 Consideration of a Minute Order Rejecting a Claim Filed by Hector L. Mendez (Report by Wendy Silva)
- B-8 Consideration of a Minute Order Rejecting a Claim Filed by Cynthia Childlaw Diaz (Report by Wendy Silva)
- B-9 Consideration of a Minute Order Rejecting a Claim Filed by Susan Green (Report by Wendy Silva)

- B-10 Consideration of a Resolution Appointing Donald Horal, Richard Broadhead, Richard Gould, and Issa Zacharia to the City of Madera Airport Advisory Commission (Report by John Scarborough)

RES. NO. 18-71 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING DONALD HORAL, RICHARD BROADHEAD, RICHARD GOULD, AND ISSA ZACHARIA TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

- B-11 Consideration of a Resolution Approving Amendment No. 2 to the Agreement for Services for the 2017/2018 Community Development Block Grant East Yosemite Avenue and Elm Street Traffic Signal Project (Report by Ivette Iraheta)

RES. NO. 18-72 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR SERVICES FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT EAST YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL PROJECT

- B-12 Consideration of a Resolution Approving a Lease Agreement Between the City of Madera and the Community Action Partnership of Madera County, Inc. for Occupation and Use of Facilities at the Millview Community Center, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 18-73 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF MADERA AND THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY, INC. FOR OCCUPATION AND USE OF FACILITIES AT THE MILLVIEW COMMUNITY CENTER, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

- B-13 Consideration of a Resolution Approving an Agreement with Del Rio Advisors LLC for Professional Services on a Limited Scope Related to Potential Financing of a Fire Station and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

RES. NO. 18-74 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH DEL RIO ADVISORS, LLC FOR PROFESSIONAL SERVICES ON A LIMITED SCOPE RELATED TO POTENTIAL FINANCING OF A FIRE STATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

- B-14 Consideration of a Resolution Authorizing the Mayor to Sign a Support Letter for Habitat for Humanity's National Board Approval of Service Expansion into Madera (Report by Ivette Iraheta)

RES. NO. 18-75 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE MAYOR TO SIGN A SUPPORT LETTER FOR HABITAT FOR HUMANITY'S NATIONAL BOARD APPROVAL OF THEIR SERVICE EXP ANSI ON INTO MADERA

- B-15 Consideration of a Resolution Approving a Pedestrian Underpass Crossing Agreement between the Union Pacific Railroad Company and the City of Madera for the Fresno River Trail and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

After discussion Council moved to approve item B-15.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM B-15, RES. NO. 18-76, WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

RES. NO. 18-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A PEDESTRIAN UNDERPASS CROSSING AGREEMENT BETWEEN THE UNION PACIFIC RAILROAD COMPANY AND THE CITY OF MADERA FOR THE FRESNO RIVER TRAIL AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

- C-1 Public Hearing to Consider the Community Development Block Grant Advisory Committee Recommendations for the 2018/2019 Action Plan and Request for Council to Make Tentative Allocations (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented report.

Administration Allocations

Local Administration: \$147,463; Madera Rescue Mission: \$10,000; and Fresno/Madera Continuum of Care: \$16,950.

Public Services Allocations:

Youth Leadership Institute: \$10,000; Madera Rescue Mission: \$10,000; Madera Coalition for Community Justice: \$10,000; Doors to Hope: \$6,678; Pequeños Empresarios: \$6,678; and City of Madera Parks & Community Senior Services: \$87,454.

Capital Projects/Public Improvements Allocations

Parks ADA Improvements Phase II: \$97,966; Madera Engineering Dept. Virginia Lee Rose Pedestrian Improvements: \$32,000; Madera Engineering Dept. HAWK Signal at Stadium Rd.: \$317,889; Madera Housing Authority – Temporary Housing for Homeless Families at Pomona Ranch Housing Center: \$185,000; and Public Works Millview Community Center New Roof: \$130,000.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDING ALLOCATIONS WAS APPROVED.

- C-2 Consideration of a Resolution Approving Health, Dental, Vision and Life/Long Term Disability Insurance Providers for Fiscal Year 2018-19 and Authorizing the City Administrator to Execute any Agreements or Related Documents (Report by Wendy Silva)

Director of Human Resources Wendy Silva presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, RES. NO. 18-77 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

RES. NO. 18-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING HEALTH, DENTAL, VISION AND LIFE/LONG TERM DISABILITY INSURANCE PROVIDERS FOR FISCAL YEAR 2018-19 AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ANY AGREEMENTS OR RELATED DOCUMENTS

C-3 Consideration of a Resolution Approving an At-Will Employment Agreement with Dino Lawson for Chief of Police and Authorizing the City Administrator to Execute the Agreement (Report by Wendy Silva)

Director of Human Resources Wendy Silva presented report.

Mayor Medellin made the following announcement:

If approved, the proposed Chief of Police At-Will Employment Agreement would confirm Dino Lawson as the Chief of Police for the City of Madera. Compensation will be based on the City's adopted salary schedule at Range 554 Step E. Fringe benefits shall be the same as provided to other department head employees. The City's specific contribution to the health plan will be dependent upon the employee's enrollment level in said benefit. All applicable fringe benefits are captured in the At-Will Employment Agreement provided with this report. The proposed agreement also contains applicable openers should an adjustment to salary and/or fringe benefits be proposed by the City as a result of the Management Compensation Study being conducted by Koff & Associates.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-3, RES. NO. 18-78 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

RES. NO. 18-78 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT WILL EMPLOYMENT AGREEMENT WITH DINO LAWSON FOR CHIEF OF POLICE AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

C-4 Consideration of a Resolution Approving Project Cooperation Agreement between the City of Madera and Madera Irrigation District and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)

City Engineer Keith Helmuth presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-4, RES. NO. 18-79 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

**RES. NO. 18-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A PROJECT COOPERATION AGREEMENT BETWEEN THE CITY OF
MADERA AND MADERA IRRIGATION DISTRICT AND AUTHORIZING THE MAYOR
TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY**

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Resolution Authorizing the Mayor to Sign a Letter of Support on Behalf of the City for the Staffing for Adequate Fire and Emergency Response Grant Application to the U.S. Department of Homeland Security Federal Emergency Management Agency (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-1, RES. NO. 18-80 WAS ADOPTED BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER FOLEY GALLEGOS. ABSTAIN: NONE.

**RES. NO. 18-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE MAYOR TO SIGN A LETTER OF SUPPORT ON BEHALF OF THE
CITY FOR THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE
GRANT APPLICATION TO THE U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY**

F. COUNCIL REPORTS

Council Member Robinson reported he attended a Parks and Rec barbeque. There was an incident where an elderly individual fell ill and the ambulance was called.

Council Member Rigby thanked Chuck Doud with Madera Tribune regarding the article that was written over the weekend about him receiving Housing Commissioner of the Year by the Pacific Southwest Regional Council of the National Association of Housing and Redevelopment Agencies. He received a lot of complements and has received many positive responses. He appreciates all the well wishes.

Council Member Holley reported he attended the college commencement to all teachers and business owners throughout town. It shows that there is love in this city. At the dais with his colleagues, he feels he is part of a family whether they agree or disagree. He also wanted Council Member Gallegos to know they love and support her during this difficult time. It is always good to tell someone you love them today because you might not get that chance tomorrow.

Mayor Pro-Tem Rodriguez also thanked Chuck Doud with Madera Tribune. He congratulated Council Member Rigby and Chief of Police Dino Lawson.

Mayor Pro-Tem Rodriguez reported that he attended Madera Association of Realtors in Chowchilla today. This meeting is usually held at the Municipal Golf Course. In a video presentation, Chowchilla was selling

their city and it was impressive. He would like to make sure that we too step up our game and put Madera on the map with marketing.

Council Member Oliver provided update on Sonora Neighborhood Watch. Since their first Neighborhood Watch meeting there has been significant improvements. There are additional eyes and ears, solar street lighting among other things. The neighborhood leader Leticia Vargas knocks on doors bringing out her neighbors, prepares delicious food for them, and embodies what this program is all about. We are very proud to be there.

Council Member Oliver also reported that he is working with Madera Tribune, Madera Unified, Historical Society on organizing an event memorializing Senator Robert Kennedy's visit to Madera days before his assassination. He thanked Chuck Doud for his support.

No other reports were offered.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:48 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Real Property Negotiators - Pursuant to Government Code Section 54956.8

Property: 1 Parcel
905 S. Gateway Dr. APN: 011-182-002
Agency Negotiators: David Merchen, Keith Helmuth, Les Jorgensen
Negotiating Parties: Stephen J. Allen
Under Negotiations: Price and Terms

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

Agency Designated Representatives: Steve Frazier & Wendy Silva

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

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

G-4 Conference with Legal Counsel - Anticipated Litigation. Significant exposure to litigation pursuant to Government Code 554956.9(d)(2): 1 case

G-5 Closed Session Report – City Attorney

Council Member Foley Gallegos arrived at 9:48 p.m.

Council Member Holley left at 10:55 p.m.

The Council returned from closed session at 12:47 a.m. with Mayor Medellin, Council Members Rodriguez, Foley Gallegos, Oliver, Robinson and Rigby present.

City Attorney reported there was no reportable action taken for items G-2, G-3 and G-4.

ADJOURNMENT - The meeting was adjourned at 12:49 a.m. Next regular meeting June 6, 2018.

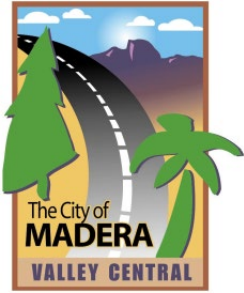
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	06/05/18
Adopted:	10/16/19

RETURN TO AGENDA

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**June 5, 2018
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Foley Gallegos, District 1,
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4, arrived after roll call at 6:03 pm.
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Successor Agency Executive Director Bob Wilson, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Division Fire Chief Matt Watson, Director of Human Resources Wendy Silva, Chief Building Official Steve Woodworth, Director of Parks and Community Services Mary Anne Seay, Acting Planning Manager Chris Boyle, Grant Administrator Ivette Iraheta, Information Services Manager Mark Souders, Fleet Operations Manager Randy Collin, Neighborhood Preservation Supervisor Viola Rodriguez, Police Lieutenant Brian Esteves, Financial Services Administrative Analyst Eric Battles, Public Works Administrative Analyst Mary Church, Tyler Munis Implementation Project Manager Becky McCurdy, Financial Services Manager Susan O'Haro, Fire Battalion Chief James Forga, and Parks and Community Services Business Manager Mark Etheridge.

INVOCATION: Council Member Donald Holley

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

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment

until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

No comments were offered.

AGENDA ITEMS

1. Workshop on the City of Madera FY 2018/2019 Proposed Budget (Report by Steve Frazier and Tim Przybyla)

City Administrator Steve Frazier and Director of Financial Services Tim Przybyla presented report.

2. Council Reports

Mayor Pro-Tem Rodriguez thanked Police Chief Lawson for putting together the first Spanish speaking Citizens Academy. He hopes he continues to promote the Citizens Academy program.

Council Member Holley reported that he will be Washington DC next week. He will be representing City on behalf of migrant and head start workers.

Council Member Holley also reported that he attended ASB event for Madera Unified School District yesterday. He feels we have to make sure they have the best opportunities to go forward. Council Member Gallegos did a great job with her presentation.

No other reports were offered.

ADJOURNMENT - The meeting was adjourned at 8:02 p.m. Next regular meeting June 6, 2018.

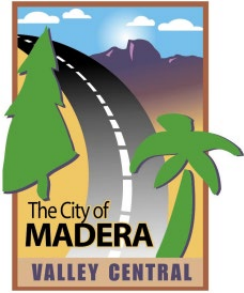
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	10/03/18
Adopted:	10/16/19

RETURN TO AGENDA

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

**October 3, 2018
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

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

Absent: Council Member Derek O. Robinson Sr., District 4
Council Member Charles F. Rigby, District 5

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Police Lieutenant Brian Esteves, Acting Planning Manager Chris Boyle, Fire Battalion Chief James Forga, Human Resources Administrative Analyst Eugene Hayes, and Public Works Administrative Analyst Mary Church.

INVOCATION: Pastor David Dougherty, Harvest Community Church

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

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that

are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

David (no last name given) discussed water enterprise funding concerns and provided information on his research. He believes that we need more solutions on fact-based findings.

Donald Holley spoke on behalf of his church Care Ministry. They are projecting to help many homeless people this year. If you are wishing to help, please give him a call before November 11, 2019.

No other comments were offered.

City Clerk Sonia Alvarez made late distribution announcement regarding items B-10, B-11, C-2 and E-2.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Discussion and Direction Regarding the Initiation of a Proactive Annexation North of the Current City Limits (Presentation by David Merchen and Chris Boyle)

Director of Community Development David Merchen and Acting Planning Manager Chris Boyle presented report.

After discussion, the Council provided the following direction: Mayor Medellin stated that the City needs move forward with the proactive annexation study. Council Member Oliver concurred that we need to start the dialog with LAFCO (Local Agency Formation Commissions) and bring back to City Council.

Mayor Medellin asked Council if item D-1 could be taken out of order and moved before Item C-1. Council concurred.

B. CONSENT CALENDAR

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

Item B-6 and B-11 was pulled by Mayor Medellin for discussion.

Item B-10 was pulled by City Attorney Brent Richardson for discussion.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR WITH THE EXCEPTION OF ITEM B-10 WAS ADOPTED BY A VOTE OF 5-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, GALLEGOS, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON AND RIGBY. ABSTAIN: NONE.

B-1 Minutes – 9/20/17, 9/05/18

B-2 Warrant Disbursement Report 9/11/18 – 9/24/18 (Report by Tim Przybyla)

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

B-4 Consideration of a Resolution Amending the City of Madera FY 18/19 Budget for the Rental of a Street Sweeper (Report by John Scarborough)

RES. NO. 18-187 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2018/19 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE STREET CLEANING FUND BUDGET TO PROVIDE FOR THE RENTAL OF A STREET SWEEPER

B-5 Consideration of a Resolution Approving Agreement for Outside of City Water and Sewer Service with the Madera Unified School District (MUSD) for the Matilda Torres High School Located at 16645 Road 26 (Country Club Drive), Approving Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)

RES. NO. 18-188 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH MADERA UNIFIED SCHOOL DISTRICT, FOR OUTSIDE OF CITY WATER AND SEWER SERVICE FOR 16645 ROAD 26 (COUNTRY CLUB DRIVE), APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT

B-6 Consideration of a Resolution Accepting an Irrevocable Offer of Dedication Deed from the Property Owner for the Olive Avenue Widening and Reconstruction Project Between Gateway Drive and Knox Street (Report by Keith Helmuth)

RES. NO. 18-189 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING THE IRREVOCABLE OFFER OF DEDICATION DEED FROM THE PROPERTY OWNER FOR THE OLIVE A VENUE WIDENING AND RECONSTRUCTION PROJECT

B-7 Consideration of Resolution Approving Agreement and Engagement Letter for Audit Services with Price, Paige & Company, Authorizing the Mayor to Execute the Agreement, Authorizing the Mayor and the City Administrator to Execute the Engagement Letter and Amending the City of Madera 2018/2019 Budget (Report by Tim Przybyla)

RES. NO. 18-190 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AGREEMENT AND ENGAGEMENT LETTER WITH PRICE PAIGE & COMPANY FOR PROFESSIONAL AUDITING SERVICES, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT, AUTHORIZING THE MAYOR AND CITY ADMINISTRATOR TO EXECUTE THE ENGAGEMENT LETTER AND APPROVING AMENDMENT TO THE CITY OF MADERA 2018/2019 BUDGET

B-8 Consideration of a Resolution Accepting Public Utility and Pedestrian Easement Deed, Offered by Tommy Lee Jarrell, in Conjunction with a New Residential Complex Being Constructed at 733

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

RES. NO. 18-191 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC UTILITY AND PEDESTRIAN EASEMENT DEED, OFFERED BY TOMMY LEE JARRELL, LOCATED AT 733 LINDEN STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-9 Consideration of a Resolution Accepting Public Utility Easement Deed, Offered by Arturo Mejia and Micaela A. Mejia, in Conjunction with a Used Automotive Sales Business Located on the Northwest Corner of Yosemite Avenue and High Street, and Authorizing the City Clerk to Execute and Cause to be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 18-192 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ACCEPTING PUBLIC UTILITY EASEMENT DEED, OFFERED BY ARTURO MEJIA AND MICAELA A. MEJIA, IN CONJUNCTION WITH A USED AUTOMOTIVE SALES BUSINESS LOCATED ON THE NORTHWEST CORNER OF YOSEMITE AVENUE AND HIGH STREET, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE

B-10 Consideration of a Resolution Approving the Award of Contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the Amount of \$6,568,364.60 to Davis Moreno Construction, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

Consideration of a Resolution Approving a Contract with Moore Twining Associates, Inc., for On-Demand Testing Services not to Exceed \$35,000 for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

After discussion City Attorney recommended no action at this time. Will bring back at a future meeting.

B-11 Consideration of a Resolution Approving Three Agreements for Purchase and Sale of Real Property with the Property Owners and the Acceptance of Three Easement Deeds for the Olive Avenue Widening and Reconstruction Project Between Gateway Drive and Knox Street, Authorizing the Mayor to Execute the Agreements, Authorizing the City Clerk to Execute the Certificate of Acceptance for the Easement Deeds, Authorizing the City Engineer to Open Escrow Services and Authorizing the City Administrator to Execute all Documents Necessary to Effectuate the Purchase (Report by Keith Helmuth)

RES. NO. 18-193 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THREE AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS AND THE ACCEPTANCE OF THREE EASEMENT DEEDS FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, AUTHORIZING THE CITY CLERK TO EXECUTE THE

CERTIFICATE OF ACCEPTANCE FOR THE EASEMENT DEEDS, AUTHORIZING THE CITY ENGINEER TO OPEN ESCROW SERVICES AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL DOCUMENTS NECESSARY TO EFFECTUATE THE PURCHASE

- B-12 Consideration of a Resolution by the City Council, of the City of Madera, California, Declaring a Shelter Crisis Pursuant to Senate Bill 850 (Chapter 48, Statutes of 2018 and Government Code Section 8698.2) (Report by Ivette Iraheta)

RES. NO. 18-194 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, DECLARING A SHELTER CRISIS PURSUANT TO CALIFORNIA SB 850 (CHAPTER 48, STATUTES OF 2018 AND GOVERNMENT CODE §8698.2)

- B-13 Consideration of a Resolution Approving California State Department of Health and Human Services Vendor Application for Transportation Services to Central Valley Regional Center and Authorizing the Mayor to Execute the Application and All Related Documents on Behalf of the City (Report by Ivette Iraheta)

RES. NO. 18-195 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CALIFORNIA APPROVING THE CALIFORNIA STATE DEPARTMENT OF HEALTH AND HUMAN SERVICES VENDOR APPLICATION FOR TRANSPORTATION SERVICES TO CENTRAL VALLEY REGIONAL CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE APPLICATION AND ALL RELATED DOCUMENTS ON BEHALF OF THE CITY

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

- C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Four Parcels Located in Proximity to the Intersection of North C Street and East 5th Street (121, 125, 200 and 204 North C Street) from the PF (Public Facilities) and the C1 (Light Commercial) Zone Districts to the PD-1500 (Planned Development) Zone District (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

The ordinance was read by title by City Clerk Sonia Alvarez.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 955 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, RODRIGUEZ, GALLEGOS, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBERS ROBINSON AND RIGBY. ABSTAIN: NONE.

ORD. 955 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING APPROXIMATELY .86-ACRE OF LAND LOCATED ON THE NORTHWEST AND SOUTHEAST CORNERS OF THE INTERSECTION OF NORTH C STREET AND EAST 5TH STREET FROM THE PF (PUBLIC FACILITIES) AND THE C1 (LIGHT COMMERCIAL) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

C-2 Consideration of a Resolution Approving Employment Agreements with the Grant Administrator, Director of Community Development, City Engineer, Director of Parks & Community Services, Chief of Police, Chief Building Official, Information Services Manager, Director of Financial Services, and Director of Human Resources (Report by Wendy Silva)

City Administrator Steve Frazier presented report.

Santos Garcia urged Council to postpone the approval of the agreements to include the new City Manager.

Steven Montes stated that he believes bringing this back with the new City Manager to look at would be the best.

Johanna Torres requested that the Council does not move forward with this without getting the input of the new City Manager

Debi Brea asked if these are expiring contracts or contracts that are being extended to change benefits. City Administrator Steve Frazier responded all the contracts have been opened and have been rewritten with Council direction.

Rod Hatzman stated that contract negotiations can be extended even if someone's contract is expiring. You are not under any deadline.

Discussion followed.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, RECOMMENDATION TO PULL ITEM UNTIL NEW CITY MANAGER IS HIRED FAILED BY A VOTE OF 2-3. AYES: COUNCIL MEMBERS RODRIGUEZ AND GALLEGOS. NOES: MAYOR MEDELLIN, COUNCIL MEMBERS OLIVER, AND HOLLEY. ABSENT: COUNCIL MEMBERS ROBINSON AND RIGBY. ABSTAIN: NONE.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, RECOMMENDATION TO TABLE ITEM UNTIL NEW CITY MANAGER STARTS, GIVEN 60 DAY REVIEW, AND BRINGS RECOMMENDATION BACK TO COUNCIL WAS APPROVED BY A VOTE OF 3-2. AYES: COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, AND OLIVER. NOES: MAYOR MEDELLIN AND COUNCIL MEMBER HOLLEY. ABSENT: COUNCIL MEMBERS ROBINSON AND RIGBY. ABSTAIN: NONE.

D. WRITTEN COMMUNICATIONS:

Item D-1 was moved ahead of Item C-1 on the agenda.

D-1 Request by David Delawder to Discuss 2016 CUP Granted to 2037 W. Cleveland Avenue

David Delawder Property Manager for Madera Marketplace presented report. He discussed concerns with Conditional Use Permit (CUP) granted to the Adult School and issues with the parking.

Madera Marketplace tenants Lorraine Salazar with Sal's Mexican Restaurant, Julio Segura with Walmart, Tracy Scott Contreras with Madera County Workforce, Jay Mahil owner of 2037 West Cleveland Avenue (Madera Workforce building), Dave Raygoza with Madera Adult School also discussed concerns with parking.

E. ADMINISTRATIVE REPORTS

E-1 Informational Report Regarding Current City Water Regulations and Request for Direction to Staff Regarding Modifications (Report by John Scarborough)

Director of Public Works John Scarborough presented report.

E-2 Discussion and Action by Council as to the Use of City Facilities for Candidate or Political Forums (Report by Brent Richardson)

City Attorney Brent Richardson presented report.

After discussion the Council provided the City Attorney with direction to create a City policy to address these types of events.

F. COUNCIL REPORTS

Council Member Holley reported that the Care Ministry will be putting together some care baskets. If you are interested, please contact him.

Council Member Holley also reported that he joined the Walk to School Sierra Vista and Virginia Rose event this morning. There was a great turnout and he thanked everyone who participated.

Council Member Oliver reported he participated in two Neighborhood Watch meetings. Grapewood Drive and Sherwood Drive. Both had great discussions. He thanked Keith and Engineering staff for working with residents and addressing concerns with speeders on Granada Drive.

Mayor Medellin reported:

- Code Enforcement has now moved over to the Police Department and are under Lieutenant Brian Esteves. He thanked Police Chief Dino Lawson for the smooth transition.
- There are over 100 Neighborhood Watch neighborhoods participating. This is a huge plus for our community.
- The Love Madera event was fantastic. Over 140 volunteers participated in the cleanup of Downtown and Fresno River.
- Old Timers Parade last Friday was great and well attended. This is the last year the Kiwanis Club will organize event, but he is sure that another club or organization will step up.
- On October 18, 2019 National Night Out Connect event will take place at Hatfield Hall.

No other reports were offered.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:55 p.m. to discuss the items as listed on the agenda.

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

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

Agency Designated Representatives: Steve Frazier, Wendy Silva

Employee Organization: Madera Police Officers' Association

Unrepresented Positions: City Manager, City Attorney and City Clerk

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 10:15 p.m. with all members present.

City Attorney reported there was no reportable action taken for items G-2 and G-3.

ADJOURNMENT - The meeting was adjourned at 10:20 p.m. Next regular meeting October 17, 2018.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

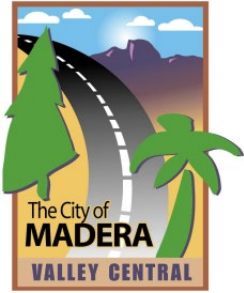
Approval of the minutes is not addressed in the vision or action plans; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:

CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	10/17/18
Adopted:	10/16/19

RETURN TO AGENDA

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**October 17, 2018
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4. Arrived after roll call at 6:11 pm.
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, Grant Administrator Ivette Iraheta, Police Commander Gino Chiamonte, Acting Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Information Services Manager Mark Souders, Human Resources Administrative Analyst Eugene Hayes, Grants Program Manager Jorge Rojas, Engineering Project Coordinator Ellen Bitter, Assistant Engineer Victor Aldama, and Public Works Administrative Analyst Mary Church.

INVOCATION: Pastor Barry Bernard, West Side Christian Fellowship

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

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that

are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

Graciela Valdez with Madera County Department of Health thanked the Council for the support and participation on the Walk to Schools Event held on October 3, 2018. Also, next Wednesday will be the first annual Walk to School for George Washington Elementary. It begins at 6:30 am from the John Wells Youth Center and walking to the school at 7:15 am.

Mayor Medellin stated that it was fun event. He also thanked Madera Police Department for providing escorts to the school.

No other comments were offered.

PRESENTATIONS

Mid Valley Disposal 2018 First and Second Quarter Reports (Annette Kwock)

Annette Kwock with Mid Valley Disposal presented report.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

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

B-1 Minutes – 10/04/17, 09/06/18

B-2 Warrant Disbursement Report 9/25/18 – 10/08/18 (Report by Tim Przybyla)

B-3 Water Conservation Report for 8/20/18 – 9/23/18 (Report by John Scarborough)

B-4 Consideration of a Resolution Approving an Agreement with Live Oak Associates, Inc. for On-Call Professional Environmental Services to the City of Madera for Routine Maintenance of City-owned Bridges along the Fresno River and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 18-198 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH LIVE OAK ASSOCIATES, INC. FOR ON-CALL

**PROFESSIONAL ENVIRONMENTAL SERVICES TO THE CITY OF MADERA FOR
ROUTINE MAINTENANCE OF CITY-OWNED BRIDGES ALONG THE FRESNO RIVER
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

- B-5 Consideration of a Resolution Approving Amendment No. 1 to the Agreement for Services for the 2018/2019 Community Development Block Grant Pomona Ranch Homeless Housing Project (Report by Ivette Iraheta)

**RES. NO. 18-199 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR SERVICES FOR THE
2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT POMONA RANCH
PHASE II HOMELESS HOUSING PROJECT**

- B-6 Consideration of a Resolution Approving the Program Supplement Agreement No. 059-F for the Purchase of One Diesel PM Certified Street Sweeper, State Project Number CMLNI 5157 (105) and Authorizing the City Engineer to Execute the Program Supplement Agreement No. 059-F on Behalf of the City (Report by Keith Helmuth)

**RES. NO. 18-200 A RESOLUTION APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO.
059-F FOR THE PURCHASE OF ONE DIESEL PM CERTIFIED STREET SWEEPER,
STATE PROJECT NUMBER CMLNI 5157 (105) AND AUTHORIZING THE CITY
ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. 059-F
ON BEHALF OF THE CITY**

- B-7 Consideration of a Resolution Approving an Agreement with 2ndnature Software Inc. for Software Service for Storm Water Quality Management and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

**RES. NO. 18-201 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AN AGREEMENT WITH 2NDNATURE SOFTWARE INC FOR
SOFTWARE SERVICE FOR STORM WATER QUALITY MANAGEMENT AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

- B-8 Consideration of a Resolution Approving an Agreement with Pitney Bowes for Lease of Mail Processing Equipment and Authorizing the Mayor to Execute the Agreement and Related Documents (Report by Rosa Hernandez)

**RES. NO. 18-202 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 AND RELATED DOCUMENTS**

- B-9 Consideration of a Resolution Approving the Revised Contract with Krazan & Associates, Inc., for On-Demand Testing Services not to Exceed \$25,000 for the Madera Transit Center City Project No. Trans-1, and Authorizing the Mayor to Execute the Contract on Behalf of the City and Rescinding Resolution No. 18-174 (Report by Keith Helmuth)

RES. NO. 18-203 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE REVISED CONTRACT WITH KRAZAN & ASSOCIATES, INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED \$25,000 FOR THE MADERA TRANSIT CENTER CITY PROJECT NO. TRANS-1 AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY AND RESCINDING RESOLUTION 18-174

B-10 Consideration of a Resolution Ratifying the Adoption of Chapter 10 of the Local Assistance Procedures Manual (LAPM) (Report by Keith Helmuth)

RES. NO. 18-204 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, RATIFYING THE ADOPTION OF CHAPTER 10 OF THE LOCAL ASSISTANCE PROCEDURES MANUAL (LAPM)

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

C-1 Consideration of a Resolution Setting a Public Hearing to Determine Whether the Public Interest and Necessity, Safety or Welfare Require the Formation of Rule 20B Underground Utility District No. 19 in Designated Real Property Located within and Adjacent to the Olive Avenue Widening Project from Gateway Drive to Knox Street (Report by Keith Helmuth)

Engineering Project Coordinator Ellen Bitter presented report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1, RES. NO. 18-205 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-205 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA SETTING A PUBLIC HEARING TO DETERMINE WHETHER THE PUBLIC INTEREST AND NECESSITY, SAFETY OR WELFARE REQUIRE THE FORMATION OF RULE 20B UNDERGROUND UTILITY DISTRICT NO. 19 IN DESIGNATED REAL PROPERTY LOCATED WITHIN AND ADJACENT TO THE OLIVE AVENUE WIDENING PROJECT BETWEEN GATEWAY DRIVE AND KNOX STREET

C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Subsection B of Section 3-5.08 of Chapter 5 of Title III of the Madera Municipal Code Relating to Speed Limits in Certain Zones (Report by Keith Helmuth)

Assistant Engineer Victor Aldama and City Engineer Keith Helmuth presented report.

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

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED AND ITEM C-2, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**INTRO. ORD. AN ORDINANCE AMENDING SUBSECTION B OF SECTION 3-5.08 OF CHAPTER 5
OF TITLE III OF THE MADERA MUNICIPAL CODE RELATING TO THE ADJUSTMENT
OF SPEED LIMITS IN CERTAIN ZONES**

- C-3 Consideration of a Resolution Approving a Program Development Agreement Between the City of Madera and ENGIE Services U.S. Inc. for the Preparation of an Integrated Energy Assessment and Identification of Energy Conservation Measures and Authorizing the Mayor to Execute the Agreement (Report by David Merchen)

Director of Community Development David Merchen and Carolyn Kiesner with ENGIE presented report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 18-206 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**RES. NO. 18-206 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
PROGRAM DEVELOPMENT AGREEMENT WITH ENGIE SERVICES U.S. INC. AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE
CITY**

- C-4 Consideration of a Resolution Approving the Award of Contract for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002 in the Amount of \$6,568,364.60 to Davis Moreno Construction, Inc., Authorizing Construction Contingencies of Up to 10% and Construction Inspection and Management of Up to 5%, and Authorizing the Mayor to Execute the Contract on Behalf of the City; and

City Engineer Keith Helmuth presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-4, RES. NO. 18-207 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**RES. NO. 18-207 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING THE
AWARD OF CONTRACT FOR FIRE STATION NO. 58 FIRE STATION CONSTRUCTION
NORTHWEST CITY PROJECT NO. FD-00002 IN THE AMOUNT OF \$6,568,364.60
TO DAVIS MORENO CONSTRUCTION, INC., AUTHORIZING CONSTRUCTION
CONTINGENCIES OF UP TO 10% AND CONSTRUCTION INSPECTION AND
MANAGEMENT OF UP TO 5%, AND AUTHORIZING THE MAYOR TO EXECUTE THE
CONTRACT ON BEHALF OF THE CITY**

Consideration of a Resolution Approving a Contract with Moore Twining Associates, Inc., for On-Demand Testing Services not to Exceed \$35,000 for Fire Station No. 58 Fire Station Construction Northwest City Project No. FD-00002, and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-4, RES. NO. 18-208 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-208 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CONTRACT WITH MOORE TWINING & ASSOCIATES.INC., FOR ON-DEMAND TESTING SERVICES NOT TO EXCEED \$35,000 FOR THE FIRE STATION NO. 58 FIRE STATION CONSTRUCTION NORTHWEST CITY PROJECT NO. FD-00002, AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT ON BEHALF OF THE CITY

C-5 Consideration of a Resolution Approving a Fifth Amendment to the City Attorney At-Will Employment Agreement and Authorizing the Mayor to Execute the Amendment (Report by Wendy Silva)

City Administrator Steve Frazier presented report.

Mayor Medellin made the following announcement:

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

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-5, RES. NO. 18-209 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-209 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIFTH AMENDMENT TO THE CITY ATTORNEY AT-WILL EMPLOYMENT AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Holley reported he believes Mayor Medellin did awesome job during his First 5 Madera County 20 Year Anniversary celebration this morning. Mayor Medellin stated that he was honored to be the keynote speaker for this event. His biggest takeaway was the community collaborations.

Council Member Gallegos stated that she is looking forward to National Night Out Event tomorrow night.

Council Member Rigby reported that today was the first intake meeting for Pomona Ranch. This is a collaborative effort between government agencies and private agencies. There is an incredible team that we get to be a part of.

Council Member Rigby also mentioned that his mother started out in early child care development for First 5 Madera County and it was a big part of his life. He now has a 3-year-old and a 2-year-old and reading is a big part of his household. Council Member Rigby presented books to the other Council Members and relayed request by First 5 Madera County that they read those books or give to a family that will read to their children.

Mayor Medellin stated thanked everyone for supporting First 5 Madera County and their efforts. The statistics over the last 20 years were astounding. At one time Madera County ranked last in the amount of children having the access to preschool. It was an honor to speak today, bring up some of those statistics, and ask for partnerships. There is a lot we can do advocating for children ages 0 to 5. It has been a great 20 years and there is a lot more work to be done. First 5 Madera employees are extraordinary people, he cannot thank them enough.

Council Member Holley thanked City staff for the work done with Victim Services.

Mayor Medellin thanked staff for work on affordable housing project on 5th and C Street. There was also Madera County transportation meeting today. He is hoping we will know by Friday if we will obtain funding for the widening of Highway 99.

No other reports were offered.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 7:35 p.m. to discuss the items as listed on the agenda.

G-2 Conference with Legal Counsel – Pending Litigation pursuant to Government Code §54956.9(d)(1) - 1 case: Johnnie Smith WCAB No. ADJ10868300

G-3 Conference with Legal Counsel – Anticipated Litigation. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9 - 1 potential case.

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

Agency Designated Representatives: Steve Frazier, Wendy Silva
Unrepresented Positions: City Manager, City Attorney and City Clerk

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 9:04 p.m. with all members present.

City Attorney reported there was no reportable action taken for items G-2, G-3 and G-4.

ADJOURNMENT - The meeting was adjourned at 9:05 p.m. Next regular meeting November 7, 2018.

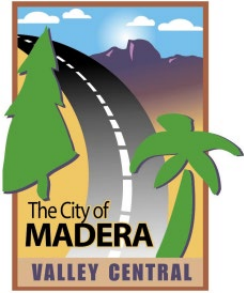
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	10/17/18s
Adopted:	10/16/19

RETURN TO AGENDA

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**October 17, 2018
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Jose Rodriguez, District 2
Council Member Cece Gallegos, District 1
Council Member William Oliver, District 3
Council Member Derek O. Robinson Sr., District 4. Arrived after roll call at 6:11 pm.
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Chief Building Official Steve Woodworth, Grant Administrator Ivette Iraheta, Police Commander Gino Chiaramonte, Acting Planning Manager Chris Boyle, Division Fire Chief Matt Watson, Information Services Manager Mark Souders, Human Resources Administrative Analyst Eugene Hayes, Grants Program Manager Jorge Rojas, Engineering Project Coordinator Ellen Bitter, Assistant Engineer Victor Aldama, and Public Works Administrative Analyst Mary Church.

INVOCATION: Pastor Barry Bernard, West Side Christian Fellowship

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

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Council on items which are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. Speakers will be asked to identify themselves and state the subject of their comment. If the subject is an item on the Agenda, the Mayor has the option of asking the speaker to hold the comment until that item is called. Comments on items listed as a Public Hearing on the Agenda should be held until the hearing is opened. The Council is prohibited by law from taking any action on matters discussed that

are not on the Agenda, and no adverse conclusions should be drawn if the Council does not respond to public comment at this time.

PRESENTATIONS None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

There are no items for this section.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Approving Short Sale for Property Located at 1139 Toschi Drive and Authorizing the Mayor to Execute an Approval Letter (Report by Brent Richardson)

City Attorney Brent Richardson and Grants Program Manager Jorge Rojas presented report.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, E-1 WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, OLIVER, ROBINSON, RIGBY, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

F. COUNCIL REPORTS

G. CLOSED SESSION

There are no items for this section.

ADJOURNMENT - The meeting was adjourned at 9:05 p.m. Next regular meeting November 7, 2018.

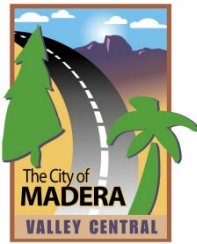
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

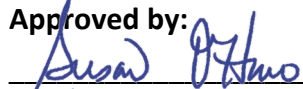
ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk

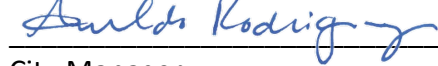


REPORT TO CITY COUNCIL

Approved by:



Department Director



City Manager

Council Meeting of: October 16, 2019

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 21, 2019 to October 4, 2019.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 21, 2019 to October 4, 2019 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	23571 - 23697	\$2,545,486.20

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$585,430.80
<i>SDI</i>	EDD	\$21,500.22
<i>CalPERS Payment</i>	CalPERS	\$243,840.30

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
October 16, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23571	09/25/2019	FINANCE	WATER OPS	RONALD J. MANFREDI	COUNCIL GOVERNANCE WORKSHOP	2,500.00
23572	09/26/2019	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE	4,343.00
23573	09/26/2019	PURCHASING	VARIOUS	AMERICAN BUSINESS MACHINES	COPIER CHARGES	1,188.67
23574	09/26/2019	CODE ENF	CODE ENF	ARNOLD, JOSIAH	PER DIEM CACEO ANNUAL SEMINAR	213.00
23575	09/26/2019	FINANCE	VARIOUS	AT&T	08/19 CALNET 3 SERVICE	1,879.70
23576	09/26/2019	GRANTS	TRANS- FIXED RTE	AVALOS, MICHELLE	TUITION REIMBURSEMENT	2,094.00
23577	09/26/2019	BUILDING	BUILDING	FREEDOM SOLAR	CANCELLATION REFUND	30.80
23578	09/26/2019	BUILDING	BUILDING	MADERA ROOFING INC	CANCELLATION REFUND	215.11
23579	09/26/2019	WATER	WATER QUAL	BSK ASSOCIATES	WATER SAMPLES	1,346.00
23580	09/26/2019	HR	HR/RISK MGT	CALIFORNIA DEPT OF JUSTICE	FINGERPRINTS	128.00
23581	09/26/2019	PD ADMIN	PD ADMIN	CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT CHECKS	900.00
23582	09/26/2019	PURCHASING	VARIOUS	CANON FINANCIAL SERVICES	CONTRACT CHARGES	4,409.03
23583	09/26/2019	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	527.00
23584	09/26/2019	CODE ENF	CODE ENF	CORELOGIC INFORMATION SOL.	REALQUEST SERVICES	175.00
23585	09/26/2019	HR	VARIOUS	CSJVRMA	2019/2020 2ND QTR PREMIUM	562,397.00
23586	09/26/2019	ENGINEERING	MEAS K- FIRE	DAVIS MORENO CONSTRUCTION	CONST OF FIRE STATION NO. 58	280,806.23
23587	09/26/2019	ENGINEERING	MEAS K- FIRE	DAVIS MORENO CONSTRUCTION	CONST OF FIRE STATION NO. 58	980,965.63
23588	09/26/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SERVICE	10,143.75
23589	09/26/2019	PD ADMIN	PD ADMIN	FOREMOST PROMOTIONS	PENCILS	200.00
23590	09/26/2019	PD ADMIN	PD ADMIN	FORENSIC NURSE SPECIALISTS	SUSPECT EXAM	2,600.00
23591	09/26/2019	HR	PD ADMIN	FRESNO BEE, THE	JOB RECRUITMENT AD	724.72
23592	09/26/2019	PD ADMIN	PD ADMIN	GARIBAY, HECTOR	PER DIEM OIS SUMMIT	231.00
23593	09/26/2019	IS	COMP MAINT	GRAYBAR ELECTRIC COMPANY	PD FIBER	1,487.10
23594	09/26/2019	CODE ENF	CODE ENF	HERNANDEZ, MARIBEL	PER DIEM CACEO ANNUAL SEMINAR	213.00
23595	09/26/2019	PD ADMIN	PD ADMIN	J'S COMMUNICATIONS	WATER TOWER RADIO EQUIPMENT	23,086.78
23596	09/26/2019	FIRE	FIRE	JONES RV & TRUCK REPAIR	ENGINE REPAIR	6,262.43
23597	09/26/2019	PD ADMIN	PD ADMIN	KER'S GAS & LUBE, INC.	PD CAR WASHES	376.50
23598	09/26/2019	ENGINEERING	PROP 1B PTMISEA	KRAZAN & ASSOCIATES, INC.	TESTING SERVICES FOR TRANS-01	263.00
23599	09/26/2019	PD ADMIN	PD ADMIN	TIM J LAW	EMPLOYMENT BACKGROUNDS	700.00
23600	09/26/2019	SEWER	PLANNING	MADERA TRIBUNE	RECRUITMENT AD	714.05
23601	09/26/2019	CODE ENF	CODE ENF	MARTINEZ, ANDREW	PER DIEM CACEO ANNUAL SEMINAR	213.00
23602	09/26/2019	PD ADMIN	PD ADMIN	MCALISTER, JARON	TUITION REIMBURSEMENT	2,400.00
23603	09/26/2019	PD ADMIN	PD ADMIN	MIDDLETON, HEATH	PER DIEM OIS SUMMIT	231.00
23604	09/26/2019	ENGINEERING	MEAS K- FIRE	MOORE TWINING ASSOCIATES	MATERIAL TESTING FIRE STATION 58	2,813.03

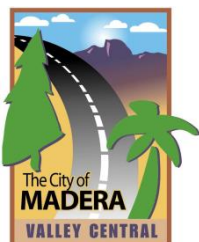
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23605	09/26/2019	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SERVICES FOR QUARTER 1	1,443.09
23606	09/26/2019	WATER QUAL	WATER CONS	CAMPOS, SALVADOR	TURF REPLACEMENT REBATE	1,350.00
23607	09/26/2019	WATER QUAL	WATER CONS	GARCIA, MICHAEL SHELTON, IRENE	TURF REPLACEMENT REBATE	420.00
23608	09/26/2019	WATER QUAL	WATER CONS	HARTIN, EDWARD	TURF REPLACEMENT REBATE	3,000.00
23609	09/26/2019	WATER QUAL	WATER CONS	PERCY, MIKE	TURF REPLACEMENT REBATE	1,290.00
23610	09/26/2019	ENGINEERING	RSTP - FED EX	OVERLAND, PACIFIC & CUTLER LLC	RELOCATION ASSISTANCE	345.00
23611	09/26/2019	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	08/19 SERVICE	9.86
23612	09/26/2019	ENGINEERING	SEWER NEW REQ	TERRY ROLFE	SEWER MAIN INSTALLATIONS	150,614.88
23613	09/26/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	7,927.60
23614	09/26/2019	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING POLYMER	6,373.76
23615	09/26/2019	PW ADMIN	VARIOUS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	526.69
23616	09/26/2019	PD ADMIN	PD ADMIN	RON'S TOWING & ROAD SERVICE	TOWING SERVICE	815.00
23617	09/26/2019	ENGINEERING	MEAS K- FIRE	RRM DESIGN GROUP	DESIGN SERVICES- FIRE STATION 58	9,853.62
23618	09/26/2019	WWTP	WWTP	SILVAS, MARCO	WWTP OPERATOR 1 CERT REIMB	289.00
23619	09/26/2019	IS	COMP MAINT	SOUDERS, MARK	PER DIEM MOTOROLA STAGING DEMO	190.00
23620	09/26/2019	IS	COMP MAINT	SOUTHERN COMPUTER WAREHOUSE	REPLACEMENT DESKTOPS PD/FIRE	38,892.15
23621	09/26/2019	ENGINEERING	PROP 1B PTMISEA	STANTEC ARCHITECTURE INC.	TRANSIT FACILITY PROJECT TRANS-01	60,044.79
23622	09/26/2019	WWTP	WWTP	SYNAGRO WEST, INC.	BIOSOLIDS DISPOSAL	6,313.80
23623	09/26/2019	FIRE	FIRE	TESEI PETROLEUM, INC.	FUEL FOR FIRE	1,937.65
23624	09/26/2019	PD ADMIN	PD ADMIN	TRUKKI, MARK	PER DIEM OIS SUMMIT	343.00
23625	09/26/2019	IS	COMP MAINT	TYLER TECHNOLOGIES INC.	TRANSPARENCY PORTAL MAINT	12,875.00
23626	09/26/2019	UB/WATER	WATER FUND	BERMAN EDWARD	UTILITY BILLING CREDIT REFUND	2,843.79
23627	09/26/2019	UB/WATER	WATER FUND	CARRILLO JOSEFINA RIVERA MANUEL	UTILITY BILLING CREDIT REFUND	95.49
23628	09/26/2019	UB/WATER	WATER FUND	CITY OR CAMACHO JESUS R	UTILITY BILLING CREDIT REFUND	153.46
23629	09/26/2019	UB/WATER	WATER FUND	CITY OR REED LOIS	UTILITY BILLING CREDIT REFUND	252.84
23630	09/26/2019	UB/WATER	WATER FUND	DAYAL JASWINDER AND JKD CORP	UTILITY BILLING DEPOSIT REFUND	74.76
23631	09/26/2019	UB/WATER	WATER FUND	FLORES AURORA	UTILITY BILLING DEPOSIT REFUND	40.90
23632	09/26/2019	UB/WATER	WATER FUND	GILL RUPINDER	UTILITY BILLING CREDIT REFUND	184.49
23633	09/26/2019	UB/WATER	WATER FUND	JOHNSON LAWRENCE	UTILITY BILLING CREDIT REFUND	224.11
23634	09/26/2019	UB/WATER	WATER FUND	KLUDJIAN JAMES R	UTILITY BILLING DEPOSIT REFUND	71.12
23635	09/26/2019	UB/WATER	WATER FUND	LEGACY TERRA LLC	UTILITY BILLING CREDIT REFUND	185.64
23636	09/26/2019	UB/WATER	WATER FUND	LITTLE KIRSTEN	UTILITY BILLING CREDIT REFUND	5.03
23637	09/26/2019	UB/WATER	WATER FUND	MORENO JOSE	UTILITY BILLING CREDIT REFUND	136.71
23638	09/26/2019	UB/WATER	WATER FUND	OCHOA ELVIRA	UTILITY BILLING DEPOSIT REFUND	99.44
23639	09/26/2019	UB/WATER	WATER FUND	ORTIZ JOSE G	UTILITY BILLING CREDIT REFUND	212.89
23640	09/26/2019	UB/WATER	WATER FUND	PESTORICH HOLDINGS	UTILITY BILLING CREDIT REFUND	280.46
23641	09/26/2019	UB/WATER	WATER FUND	PLEITEZ VERONICA	UTILITY BILLING CREDIT REFUND	95.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23642	09/26/2019	UB/WATER	WATER FUND	PORTER ASHLEY AND JASON	UTILITY BILLING DEPOSIT REFUND	10.33
23643	09/26/2019	UB/WATER	WATER FUND	QUIROZ JULIO	UTILITY BILLING CREDIT REFUND	88.03
23644	09/26/2019	UB/WATER	WATER FUND	REITZ GREG	UTILITY BILLING DEPOSIT REFUND	68.27
23645	09/26/2019	UB/WATER	WATER FUND	SCIACQUA KATHRYN R FRANK	UTILITY BILLING DEPOSIT REFUND	88.96
23646	09/26/2019	UB/WATER	WATER FUND	TAPIA CRUZ EPIFANIA	UTILITY BILLING CREDIT REFUND	88.08
23647	09/26/2019	UB/WATER	WATER FUND	THOMAS ADAM	UTILITY BILLING CREDIT REFUND	57.65
23648	09/26/2019	UB/WATER	WATER FUND	VIDEGAIN ARMIDA A	UTILITY BILLING CREDIT REFUND	24.20
23649	09/26/2019	FINANCE	GENERAL FUND	UNITED MUNICIPAL SECURITY	CD CHARGES HABIB AMERICAN BANK	250.68
23650	09/26/2019	FINANCE	VARIOUS	VERIZON WIRELESS	CITY CELL PHONE CHARGES	7,297.74
23651	09/26/2019	PD ADMIN	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	498.33
23652	09/26/2019	PURCHASING	PURCHASING	VDS PELTOLA INC.	DOCUMENT SCANNING	7,988.89
23653	10/03/2019	GRANTS	TRANS- FIXED RTE	4IMPRINT	TRANSIT OUTREACH ITEMS	2,140.50
23654	10/03/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXP	1,091.01
23655	10/03/2019	FINANCE	VARIOUS	AT&T	08/19 CALNET 3 SERVICE	9,778.28
23656	10/03/2019	FINANCE	PAYROLL TRUST	CA DEPT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,241.04
23657	10/03/2019	GRANTS	INTERMODAL	CITY OF MADERA	09/19 UTILITIES ACCT	82.20
23658	10/03/2019	GRANTS	INTERMODAL	CITY OF MADERA	09/19 UTILITIES ACCT	82.59
23659	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	99.00
23660	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	200.00
23661	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	DISHWASHER REBATE	200.00
23662	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	200.00
23663	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	300.00
23664	10/03/2019	GRANTS	INTERMODAL	CITY OF MADERA	09/19 UTILITIES ACCT	368.35
23665	10/03/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATES	379.98
23666	10/03/2019	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INS.	EMPLOYEE LIFE INSURANCE	1,087.79
23667	10/03/2019	FINANCE	WATER MTNC/OPS	COMCAST	CITY INTERNET CONNECTION	1,372.25
23668	10/03/2019	FINANCE	COMPUTER ACQ	COMCAST	09/14/19-10/13/19 SERVICE	208.79
23669	10/03/2019	UB/WATER	TRANS- DAR	DIEBERTS CREATIVE COPY INC	TRANSIT TICKETS	2,683.31
23670	10/03/2019	ENGINEERING	SEWER CAP	CUSHMAN CONTRACTING CORP	WWTP REHAB PROJECT PROG PMT #15	32,096.54
23671	10/03/2019	ENGINEERING	SEWER CAP	FIRST REPUBLIC BANK	RETENTION OF PROG PMT 15	1,689.29
23672	10/03/2019	FINANCE	PAYROLL TRUST	DEPT OF MOTOR VEHICLES	VEHICLE REGISTRATION COLLECTIONS	236.39
23673	10/03/2019	WWTP	WWTP	DIAMOND COMMUNICATIONS	ALARM MONITORING	30.00
23674	10/03/2019	WATER OPS	WATER MTNC/OPS	GARCIA, BRANDON	DISTRIBUTION CERT REVIEW REIMB	61.00
23675	10/03/2019	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE	8,024.21
23676	10/03/2019	FINANCE	GENERAL FUND	MADERA COUNTY AUDITOR	FY 19/20 SALES TAX QUARTER 3-4	182,728.87
23677	10/03/2019	PLANNING	PLANNING	MADERA TRIBUNE	1 YEAR SUBSCRIPTION	302.75
23678	10/03/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST CO	DEFERRED COMP CONTRIBS	10,878.44

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23679	10/03/2019	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/19 SERVICE	139.42
23680	10/03/2019	RECREATION	GENERAL TRUST	CAPISTRANO, BLANCA	FACILITY DEPOSIT REFUND	100.00
23681	10/03/2019	RECREATION	PARKS	CARRILLO, MARIAH	PARK CANCELLATION REFUND	165.00
23682	10/03/2019	RECREATION	GENERAL TRUST	GAITHER, JENNIFER	PARK DEPOSIT REFUND	50.00
23683	10/03/2019	RECREATION	GENERAL TRUST	MACIEL, ARACELI	PARK DEPOSIT REFUND	50.00
23684	10/03/2019	PARKS	GENERAL TRUST	MACIEL-DIAZ, GABY	PARK DEPOSIT REFUND	50.00
23685	10/03/2019	RECREATION	GENERAL TRUST	MORALES, ISABEL	PARK DEPOSIT REFUND	50.00
23686	10/03/2019	RECREATION	GENERAL TRUST	SANTOS PRECIADO-SANDOVAL, MA	PARK DEPOSIT REFUND	50.00
23687	10/03/2019	RECREATION	GENERAL TRUST	TURNER, DIANA	PARK DEPOSIT REFUND	50.00
23688	10/03/2019	PD ADMIN	PD ADMIN	PECK'S PRINTERY	PARKING CITATIONS	1,812.70
23689	10/03/2019	STREETS	STREETS	MORRIS J PIERCE	CRACK FILL	6,186.80
23690	10/03/2019	FINANCE	WATER MTNC/OPS	PITNEY BOWES, INC.	POSTAGE MACHINE LEASE	406.95
23691	10/03/2019	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
23692	10/03/2019	WWTP	WWTP	SWRCB	ANNUAL WWTP LAB CERT FEE	3,289.00
23693	10/03/2019	HR	INS/RISK MGT	SUPERIOR VISION INSURANCE	VISION INSURANCE	2,249.55
23694	10/03/2019	PURCHASING	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR CITY	14,389.00
23695	10/03/2019	IS	COMP MAINT	TYLER TECHNOLOGIES INC.	ANNUAL MAINTENANCE	12,510.00
23696	10/03/2019	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS	DEFERRED COMP CONTRIBS	22,815.67
23697	10/03/2019	PD ADMIN	PD ADMIN	WILLIAMS, RANDALL	ACADEMY VISITS REIMBURSEMENT	359.82

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,545,486.20



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: October 16, 2019

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Service Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services.

DISCUSSION:

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

Firm: Liebert Cassidy Whitmore

Billing Period: August 2019 – no new charges

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

Firm: Madera County District Attorney's Office

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

Firm: Montoy Law

Billing Period: August 2019

Matter	Charges	
	August 2019	Fiscal Year-to-Date
General Legal Review/Advice	\$922.50	\$2,290.50
City Clerk	\$23.50	\$23.50
Attendance at Council Meetings & Advice on Same	\$2,176.00	\$4,024.00
City Manager	\$308.50	\$308.50
Review and Advice on Agreements	\$3,425.00	\$6,785.00
Public Records Act Matters	\$7,487.00	\$10,199.00
Real Estate Transactions	\$48.00	\$456.00
Planning	\$496.00	\$784.00
Finance	\$214.50	\$910.50
Successor Agency	\$911.50	\$1,703.50
Public Works/Engineering	\$788.00	\$1,340.00
Grand Jury	\$888.00	\$1,021.00
Litigation	\$6,964.00	\$12,126.50
Bonds		\$0.00
Personnel/Payroll		\$72.00
Code Enforcement		\$432.00
Pitchess Motion (Peace Officer Personnel Records)		\$0.00
Discounted Hours	-\$197.50	-\$437.50
Total	\$24,455.00	\$42,038.50

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

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

10/08/2019 07:30
wsilva

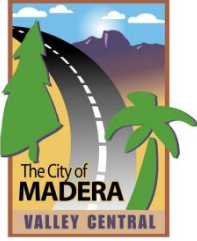
City of Madera, CA - LIVE 2018.1
YEAR-TO-DATE BUDGET REPORT

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glytdbud 1

FOR 2020 13

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
1020 General Fund							
10201400 City Attorney							
4343 Interfund Charges Revenue - Le	-3,696	0	-3,696	.00	.00	-3,695.75	.0%
4348 Interfund Charges Revenue - Ad	-27,349	0	-27,349	.00	.00	-27,349.00	.0%
5000 Salaries / Full-Time	208,836	-208,836	0	.00	.00	.00	.0%
5300 Public Employees Retirement Sy	54,477	0	54,477	34,365.60	.00	20,111.40	63.1%
5303 Life Insurance Premiums	162	-162	0	.00	.00	.00	.0%
5304 Workers Compensation Insurance	21,364	-21,364	0	.00	.00	.00	.0%
5305 Medicare Tax- Employer's Share	3,301	-3,301	0	.00	.00	.00	.0%
5308 Deferred Compensation/Full-tim	2,051	-2,051	0	.00	.00	.00	.0%
5309 Unemployment Insurance	420	-420	0	.00	.00	.00	.0%
5310 Section 125 Benefit Allow.	32,516	-32,516	0	.00	.00	.00	.0%
6402 Telephone & Fax Charges	1,700	-1,200	500	323.05	.00	176.95	64.6%
6414 Professional Dues	400	-400	0	.00	.00	.00	.0%
6415 Publications/Subscriptions	3,000	-3,000	0	.00	.00	.00	.0%
6416 Office Supplies/Expendable	1,000	-1,000	0	.00	.00	.00	.0%
6440 Contracted Services	2,000	-2,000	0	62.80	.00	-62.80	100.0%
6444 Contracted Services/ Legal	80,000	277,250	357,250	17,583.50	222,416.50	117,250.00	67.2%
6530 Conference/Training/Ed	1,000	-1,000	0	.00	.00	.00	.0%
6900 Interfund Charge - Fac. Maint.	5,674	0	5,674	.00	.00	5,674.00	.0%
6902 Interfund Charges - Central Su	100	0	100	.00	.00	100.00	.0%
6918 Interfund Charges- Comp Maint	10,202	0	10,202	.00	.00	10,202.00	.0%
6920 Interfund Charges - Computer R	2,657	0	2,657	.00	.00	2,657.00	.0%
GRAND TOTAL	399,815	0	399,815	52,334.95	222,416.50	125,063.80	68.7%

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



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 16, 2019

John Scarborough, Interim Public Works Director

Agenda Number: B-4

Arnoldo Rodriguez, City Manager

SUBJECT:

Informational Water Conservation Report for August 19th through September 22nd

RECOMMENDATION:

Staff recommends that City Council review the attached report of water conservation activities and progress in reducing residential water consumption. This monthly report is for informational purposes only.

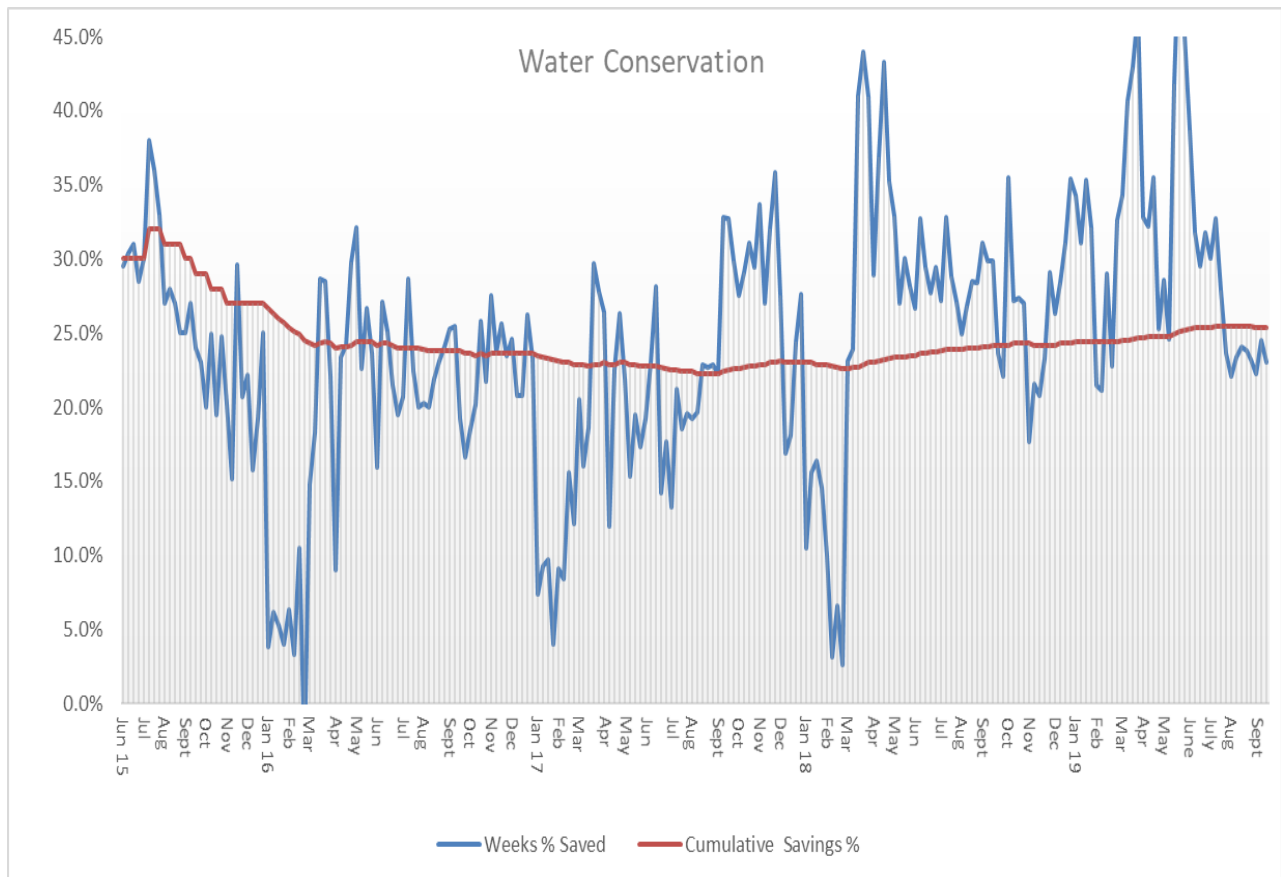
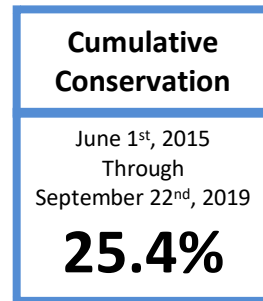
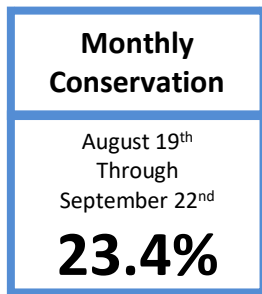
SUMMARY:

This report addresses four different areas of focus:

1. Water conservation and education
2. Water patrol activity
3. Water meter maintenance activity
4. Information on the overall capacity of the City's water wells, including the amount of production and reserve production capacity

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of August 19th through September 22nd shows a slight decrease from 28.58 percent in 2018 to 23.4 percent this year. Below is the most current water conservation data.



Water Conservation Outreach:

As part of the Division's local outreach and education program, water conservation and rebate information presentations were made at the following events.

Conservation Outreach

Facebook and Twitter Postings

Sprinkler timer tips

September Utility Billing Newsletter

Watering schedule, rebate program and sprinkler timer tips articles

Events

Madera District Fair - September 5th-8th, 2019

Neighborhood Watch Events - August 27th – District 2

Water Conservation Activities:

To encourage water conservation, staff conducts extensive outreach to educate customers. While on occasion an infraction may be issued, the vast majority of contacts are in the form of warnings and notices informing customers of areas that may need to be addressed. The following table provides a summary of such contacts.

Enforcement			
Individual Contacts	398	1st offense (\$75)	93
Verbal Warnings	38	2nd offense (\$200)	5
Maintenance Notices	60	3rd or more offenses (\$500)	3

Water Meters:

In addition to the monthly reading of the manual read meters and the service interruptions due to account payment delinquency, the water meter staff performed various repairs and/or meter programming at 40 properties. Customer concern investigations were conducted and resulted in the discovery of leaks at 13 properties and need for adjustments to irrigation systems at 15 properties. Courtesy leak notifications were sent to an additional 43 properties.

System Capacity:

The system has continued to produce adequate flows to meet our peak demand and maintain reserve fire flow capacity. This information is summarized in the Status Report on the following page.

FINANCIAL IMPACT:

The expenses for implementing and administering water conservation activities occur within the Water Fund and have no impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The report is consistent with the Madera Vision Plan, specifically Strategy 434: Water Quality and Usage – Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water use.

ALTERNATIVES:

This is an informational report; no alternatives have been identified.

ATTACHMENTS:

1. Status Report August 19 through September 22, 2019 - Water Production and Reserve Fire Flow Capacity

STATUS REPORT AUGUST 19TH to SEPTEMBER

22ND, 2019

WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

ATTACHMENT #1

Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
8/19/2019	Mon	95	7.508	8pm-9pm	43	680,000	16	14	2	10688	Yes	Yes	Yes	Yes
8/20/2019	Tue	94	11.904	10pm-11pm	34	600,000	16	13	3	2645	Yes	Yes	Yes	Yes
8/21/2019	Wed	96	11.705	9pm-10pm	36	600,000	16	13	3	4593	Yes	Yes	Yes	Yes
8/22/2019	Thu	97	11.274	10pm-11pm	32	680,000	16	14	2	3257	Yes	Yes	Yes	Yes
8/23/2019	Fri	101	10.932	10pm-11pm	40	820,000	16	13	3	3599	Yes	Yes	Yes	Yes
8/24/2019	Sat	101	12.260	10pm-11pm	38	780,000	16	14	2	2645	Yes	Yes	Yes	Yes
8/25/2019	Sun	103	12.885	9pm-10pm	34	680,000	16	14	2	2645	Yes	Yes	Yes	Yes
8/26/2019	Mon	102	7.539	7pm-8pm	43	880,000	16	7	9	10439	Yes	Yes	Yes	Yes
8/27/2019	Tue	105	12.131	9pm-10pm	31	680,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/28/2019	Wed	104	12.231	9pm-10pm	37	680,000	16	15	1	1743	Yes	Yes	Yes	Yes
8/29/2019	Thu	97	11.255	10pm-11pm	37	680,000	16	12	4	4935	Yes	Yes	Yes	Yes
8/30/2019	Fri	96	10.866	9pm-10pm	41	820,000	16	10	6	7088	Yes	Yes	Yes	Yes
8/31/2019	Sat	100	12.067	8pm-9pm	38	780,000	16	14	2	2645	Yes	Yes	Yes	Yes
9/1/2019	Sun	102	12.326	10pm-11pm	39	780,000	16	14	2	2645	Yes	Yes	Yes	Yes
9/2/2019	Mon	104	7.754	8pm-9pm	43	820,000	16	9	7	8338	Yes	Yes	Yes	Yes
9/3/2019	Tue	100	11.904	9pm-10pm	35	600,000	16	15	1	1743	Yes	Yes	Yes	Yes
9/4/2019	Wed	102	12.152	10pm-11pm	34	680,000	16	15	1	1743	Yes	Yes	Yes	Yes
9/5/2019	Thu	101	11.309	9pm-10pm	37	680,000	16	13	3	3981	Yes	Yes	Yes	Yes
9/6/2019	Fri	100	10.659	10pm-11pm	39	820,000	16	13	3	3599	Yes	Yes	Yes	Yes
9/7/2019	Sat	93	11.847	10pm-11pm	42	820,000	16	12	4	4935	Yes	Yes	Yes	Yes
9/8/2019	Sun	84	12.208	9pm-10pm	39	780,000	16	12	4	5314	Yes	Yes	Yes	Yes
9/9/2019	Mon	87	6.742	9pm-10pm	45	520,000	16	6	10	11689	Yes	Yes	Yes	Yes
9/10/2019	Tue	83	10.971	10pm-11pm	38	680,000	16	13	3	3978	Yes	Yes	Yes	Yes
9/11/2019	Wed	87	11.240	9pm-10pm	37	680,000	16	12	4	5314	Yes	Yes	Yes	Yes
9/12/2019	Thu	96	10.555	10pm-11pm	37	820,000	16	13	3	3978	Yes	Yes	Yes	Yes
9/13/2019	Fri	99	10.360	9pm-10pm	38	820,000	16	10	6	7384	Yes	Yes	Yes	Yes
9/14/2019	Sat	103	11.442	9pm-10pm	37	780,000	16	11	5	6182	Yes	Yes	Yes	Yes
9/15/2019	Sun	96	11.664	9pm-10pm	36	780,000	16	13	3	3978	Yes	Yes	Yes	Yes
9/16/2019	Mon	83	6.533	4pm-5pm	45	820,000	16	5	11	12619	Yes	Yes	Yes	Yes
9/17/2019	Tue	83	10.695	9pm-10pm	36	780,000	16	11	5	6134	Yes	Yes	Yes	Yes
9/18/2019	Wed	85	10.003	8pm-9pm	40	820,000	16	11	5	5755	Yes	Yes	Yes	Yes
9/19/2019	Thu	79	9.462	9pm-10pm	44	780,000	16	9	7	8588	Yes	Yes	Yes	Yes
9/20/2019	Fri	84	8.897	8pm-9pm	42	820,000	16	9	7	8588	Yes	Yes	Yes	Yes
9/21/2019	Sat	87	10.305	9pm-10pm	41	780,000	16	9	7	8588	Yes	Yes	Yes	Yes
9/22/2019	Sun	92	10.937	9pm-10pm	38	780,000	16	13	3	3981	Yes	Yes	Yes	Yes

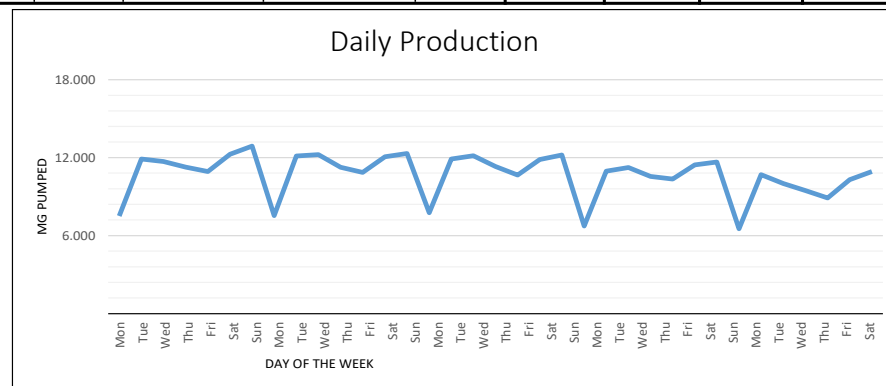
* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

** Elevated tank has a 1,000,000 gallon maximum capacity.

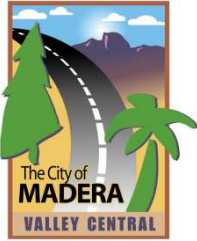
19 **Total Wells**
 2 **Wells Not Available**
 #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
 #27 Redevelopment in process

17 **Number of Wells Available**

0.000



Copy of Well Status 08.19-09.22MW



REPORT TO CITY COUNCIL

Approved by:

Dino Lawson, Chief of Police

Arnoldo Rodriguez, City Manager

Council Meeting of: **October 16, 2019**

Agenda Number: B-5

SUBJECT: **Consideration of a Minute Order of the Madera City Council Authorizing the Lease of a National Insurance Crime Bureau Vehicle to the Madera Police Department and Authorizing the Chief of Police to Execute the Vehicle Use Agreement**

RECOMMENDATION:

It is recommended the City Council (Council) approve a minute order authorizing the lease of a National Insurance Crime Bureau (NICB) vehicle and authorizing the Chief of Police to execute the Vehicle Use Agreement.

SUMMARY:

The NICB periodically leases used vehicles to law enforcement agencies, including the Madera Police Department, to be used in the efforts of investigating insurance-related crime and/or fraud. This program results in a cost savings to the City as management does not have to seek funding from City funds to acquire vehicles for this purpose.

DISCUSSION:

The NICB has a program designed to assist law enforcement agencies by providing them with recovered stolen vehicles. The program leases recovered stolen vehicles to agencies for a period of one year with the option to extend the agreement upon request. The vehicles used in this program were previously stolen and the owners/lending institutions have received compensation from their insurance agency. The insurance agency takes possession of the recovered vehicle and the vehicles are thoroughly inspected, repaired if needed, and certified as sound. The vehicles are then turned over to the NICB who is the nation's leading not-for-profit organization dedicated exclusively to preventing, detecting, and defeating insurance-related crime and fraud. The NICB then offers vehicles for use to law enforcement agencies as long as the agency dedicates some time to the prevention, investigation, and apprehension of insurance-

related crimes or fraud. The Department has benefited from this program since 2008. NICB vehicles are used by our Special Investigation Unit.

The NICB currently has a previously owned vehicle that they would like to lease to the Madera Police Department to be used in the efforts of investigating insurance-related crime and/or fraud. This minute order would allow the Chief of Police to execute the Vehicle Use Agreement. The Agreement would allow the City use of the vehicle for one year. Historically, these vehicles have been leased to the Police Department longer than the initial one-year period, and are usually returned at the vehicle's end of life. While the City is in possession of the vehicle, it must maintain and insure the vehicle. The City has adequate resources to meet these obligations.

FINANCIAL IMPACT:

Accepting the donated use of this vehicle results in an approximate savings of \$25,000 to the City, assuming the City would have to otherwise purchase a vehicle.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The requested action is consistent with the following Vision Strategy:

Strategy 115 – Economic resources provision: ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES:

If the Council chooses to decline the Lease of this vehicle, the Police Department will have to use City Funds to acquire a vehicle to maintain this service.

ATTACHMENTS:

1. Vehicle Use Agreement



VEHICLE USE AGREEMENT

The National Insurance Crime Bureau ("NICB") does hereby lease to City of Madera (the "Agency") the vehicle described as:

Year: 2008

Make: HONDA

Model: RIDGELINE

VIN: 2HJYK16428H535833

This vehicle will be used by the Agency for the purpose of investigation of insurance-related crime and/or fraud. This Agreement is subject to the following conditions:

1. The Agency leases from the NICB, the above-described vehicle for good and valuable consideration in pursuit of its lawful purposes. The Agency shall accept said vehicle "as is" and shall re-title the vehicle in the name of the Agency prior to any use. The Agency shall have full use of the vehicle for a period of 365 days. The parties may extend or terminate this Agreement upon 60-days written notice to the Agency. For the duration of the Agreement, the Agency shall perform all routine maintenance on the vehicle.

Return Date September 9, 2020

2. The NICB shall retain a remainder interest in said vehicle and that remainder interest shall take full force and effect on the Return Date, unless prior written notice of termination has been provided to Agency. At the option of the NICB, the remainder interest will consist of a transfer of title back to NICB and the physical transfer of the above described vehicle, regardless of its condition. In the event the vehicle is not re-titled in the name of the Agency within 90 days from the date last written below, the Agency shall immediately return said vehicle to the NICB.
3. The Agency warrants that it will not sell, convey or in any way dispose of said vehicles in a manner which may impair the NICB's remainder interest. However, in the event that the above-described vehicle is stolen or in any way damaged while in the custody of the Agency, its agents or assigns, the Agency shall be liable for any repair or replacement costs.
4. The Agency does hereby release the NICB from all claims for property damage or bodily injury arising from the operation or maintenance of the vehicle described herein by an employee, agent or assign of the NICB during the term of this Agreement.
5. The Agency agrees and warrants that it shall provide \$1,000,000.00 of liability insurance coverage (or the equivalent as a self-insured agency) for the above-described vehicle in the normal course of its business.

Page 2 of 2 VEHICLE USE AGREEMENT

6. The Agency agrees to provide monthly reports to the NICB employee signing this Agreement setting forth statistical accomplishments attributed to the vehicle. These reports must include;
- a. The number of times the vehicle was deployed,
 - b. The number of arrests made due to the use of the vehicle,
 - c. The number of convictions obtained due to the use of the vehicle,
 - d. The current mileage and condition of the vehicle, and
 - e. The number of vehicle recoveries.

Failure to provide these reports is a material breach of this Agreement and upon written notice to Agency; the NICB may terminate this Agreement and require the return of the vehicle.

7. The effective date of this Agreement shall be the date the vehicle is delivered into the custody of the Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 9th day of September, 2019.

THE AGENCY:

By: _____
Name of Signer

Its: _____
Title

Date: _____

NATIONAL INSURANCE CRIME BUREAU:

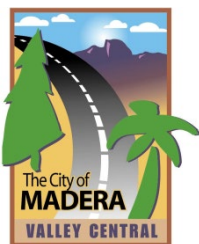
By: B _____
Name of Signer
Director - Field Operations
West Region

Its: _____
Title

Date: 9/9/19

VIN:2HJYK16428H535833

NICB File #C1900200080



REPORT TO THE MADERA CITY COUNCIL AND THE MADERA PUBLIC FINANCING AUTHORITY

Approved by:

Department Director

City Manager

Council Meeting of: October 16, 2019

Agenda Number: B-6

SUBJECT:

Consideration of a Joint Resolution of the City of Madera and the Madera Public Financing Authority Authorizing the City Manager or Director of Financial Services to Engage Hilltop Securities as Placement Agent/Underwriter and Kronick, Moskovitz, Tiedemann & Girard as Bond Counsel/Disclosure Council for Professional Services Required to Complete the Financing of the Water Revenue Bonds Series 2019.

RECOMMENDATION:

Adopt a joint resolution authorizing the City Manager or Director of Financial services to engage the selected parties for professional services to complete the financing.

SUMMARY:

City staff and Del Rio Advisors, LLC (Municipal Advisor) have continued to monitor possible refunding opportunities. Under current market conditions there are significant savings to be realized by refunding Water Revenue Bonds issued in 2010 (2010 Bonds). The Municipal Advisor secured a fee proposal from Hilltop Securities to act in the role of either Placement Agent, if the preferred sale type is a direct placement, or Underwriter, if the preferred sale type is a public offering. The Municipal Advisor also secured fee proposals from various public finance law firms to act in the role of Bond Counsel, if the preferred sale type is a direct placement, and both Bond and Disclosure Counsel, if the preferred sale type is a public offering. The attached resolution approves the appointment of the financing team based on the results of the fee proposals.

DISCUSSION:

Earlier this year, the Municipal Advisor received a proposal to refund the 2010 Bonds from Hilltop Securities and briefed the City Manager. However, because of rule changes passed as part of the Tax Cuts and Jobs Act of 2017, the 2010 Bonds cannot be called until within 90 days of March 1, 2020 meaning any bonds issued to refund the 2010 Bonds cannot close before December 1, 2019.

In late August, the Municipal Advisor received revised numbers from Hilltop Securities updating the savings analysis. Based on market conditions as of August 28, 2019, the estimated savings are as follows:

Table 1: Estimated Refunding Results ⁽¹⁾	
Amount Outstanding	\$9,530,000
Estimated Refunding Amount	\$8,160,000
Total Savings	\$3,075,417
Average Annual Savings ⁽²⁾	\$170,943
Net Present Value Savings	\$2,705,460
Net Present Value Savings Percentage ⁽³⁾	28.39%
<i>(1) Assumes market interest rates as of August 28, 2019, a public offering with bond insurance and a reserve surety policy for reserve fund</i>	
<i>(2) FY 2020 to FY 2037</i>	
<i>(3) As a percentage of the amount of bonds outstanding</i>	

The 2010 Bonds mature on March 1, 2038 and the proposed refunding is planned to mature on March 1, 2037 or one year shorter than the 2010 Bonds. The reason to shorten the final maturity of the new bonds by one year is because the 2010 Bonds have a reserve fund that would normally be used to pay the final year of debt service thereby shortening the effective term of the 2010 Bonds from 2038 to 2037.

The Municipal Advisor sent fee proposals to several public finance law firms to act in the role of both Bond Counsel and Disclosure Counsel, if the preferred sale type is a public offering, and Bond Counsel only, if the preferred sale type is a direct placement. The proposed fees and expenses are contingent upon successful closing of the transaction.

Table 2: Proposed team					
Firm	Public Offering			Direct Placement	Notes
	Bond Counsel	Disclosure Counsel	Both	Bond Counsel	
Kronick	\$21,100	\$20,000	\$40,600	\$20,600	Includes \$600 Expenses
Jones Hall	\$30,000	\$30,000	\$50,000	\$25,000	Includes Expenses
Quint & Thimmig	\$35,000	\$25,000	\$50,000	\$35,000	Includes Expenses
Orrick	\$86,500	\$65,000	\$136,500	\$66,500	Includes Expenses

Based on the fee proposals in the table above, Kronick is the recommended firm. They served as both Bond and Disclosure Counsel on the recent sale of lease revenue bonds to finance the fire station project.

The Municipal Advisor also reached out to Hilltop Securities to secure a fee proposal to act as Underwriter, if the preferred sale type is a public offering, and Placement Agent, if the preferred sale type is a direct placement. The fees and expenses are contingent upon successful closing of the transaction.

Table 3: *Placement Agent*

Firm	Placement Agent ^(*)	Underwriter's Discount	Notes
Hilltop Securities	\$22,500	\$5.54	Underwriter's Discount Includes Underwriter's Counsel

() The Placement Agent fee will be \$20,000 if the issue size is less than \$10 million and \$22,500 if the issue size is greater than \$10 million.*

The preferred sale type has not yet been determined. The Municipal Advisor did request Hilltop Securities get an indicative direct placement interest rate to compare to the public offering scenario. Based on that estimate, the public offering appears to be more efficient. However, staff and the Municipal Advisor would like to prepare a formal term sheet to fully canvass the direct placement market and make a more thorough comparison to the public offering scenario. The benefits of a direct placement include less costs of issuance (no rating fee or disclosure counsel), direct placement lenders will often lock the interest rate which eliminates interest rate risk and a direct placement takes much less staff time to prepare since there is no official statement.

FINANCIAL IMPACT:

Based on market interest rates of August 28, 2019, the estimated annual savings to the water fund are approximately \$170,000 per year. In addition, the net present value savings percentage is estimated at over 28 percent far exceeding the normal guideline for savings needing to exceed 3-5 percent to make a refinancing worthwhile. In addition, the fees and expenses of the team members are fully contingent upon successful closing of the transaction.

ALTERNATIVES:

Potential Council alternatives include:

- Direct staff to conduct additional research.
- Select a different Placement Agency/Underwriter or Bond/Disclosure Counsel than recommended
- Direct staff to forego the refinancing of the 2010 Bonds.

ATTACHMENT:

1. Resolution

RESOLUTION NO. _____

MPFA RESOLUTION NO. _____

**A JOINT RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AND THE
MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE CITY MANAGER OR
DIRECTOR OF FINANCIAL SERVICES TO ENGAGE HILLTOP SECURITIES AS
PLACEMENT AGENT/UNDERWRITER AND KRONICK, MOSKOVITZ, TIEDEMANN &
GIRARD AS BOND COUNSEL/DISCLOSURE COUNCIL FOR PROFESSIONAL
SERVICES REQUIRED TO COMPLETE THE FINANCING OF THE WATER REVENUE
BONDS SERIES 2019**

WHEREAS, the City of Madera (the “City”) has identified an outstanding bond issue that could potentially be refunded for significant savings; and

WHEREAS, the City Council of the City of Madera (“City”) and the Madera Public Financing Authority (“Authority”) appointed Del Rio Advisors, LLC as Municipal Advisor (the Municipal Advisor”); and

WHEREAS, the Municipal Advisor, on behalf of the City and the Authority, solicited fee proposals from firms to act in the role of Placement Agent/Underwriter and Bond Counsel/Disclosure Counsel; and

WHEREAS, the Municipal Advisor solicited a fee proposal from Hilltop Securities to act as Placement Agent for a not-to-exceed fee of \$22,500, if the preferred sale type is a direct placement, and a not-to-exceed \$5.54 per bond (0.554% of the par amount of bonds) to act as Underwriter, if the preferred sale type is a public offering. The fees are contingent upon successful closing of the transaction; and

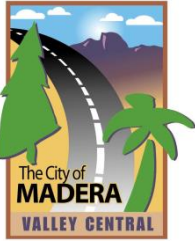
WHEREAS, the Municipal Advisor recently solicited fee proposals from four firms to act as Bond Counsel, if the preferred sale type is a direct placement and both Bond and Disclosure Counsel, if the preferred sale type is a public offering. Based on the fee proposal responses, the Municipal Advisor is recommending Kronick Moskowitz, Tiedemann and Girard (“Kronick”); and

WHEREAS, Kronick has agreed to provide Bond Counsel services for a capped fee of \$20,600, if the preferred sale type is a direct placement, and has agreed to provide both Bond and Disclosure Counsel services for a capped fee of \$40,600, if the preferred sale type is a public offering. The fees are contingent upon successful closing of the transaction.

NOW THEREFORE, THE COUNCIL OF THE CITY OF MADERA AND THE BOARD OF DIRECTORS OF THE MADERA PUBLIC FINANCING AUTHORITY do hereby resolve, find and order as follows:

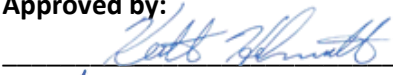
1. The above recitals are true and correct.
2. The City Manager or Director of Financial Services is hereby authorized to execute the agreement with Hilltop Securities in an amount not to exceed \$22,500 to act as Placement Agent, if the preferred sale type is a direct placement and a not-to-exceed \$5.54 per bond

- (0.554% of the par amount of bonds) to act as Underwriter, if the preferred sale type is a public offering.
3. The City Manager or Director of Financial Services is hereby authorized to execute the agreement with Kronick in an amount not-to-exceed \$20,600, if the preferred sale type is a direct placement and a not-to-exceed \$40,600, if the preferred sale type is a public offering.
 4. The resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: October 16, 2019

Agenda Number: B-7

SUBJECT: Actions Relating to Final Map for La Spezia II Subdivision (Tract No. 19-S-01)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia II Subdivision (Tract No. 19-S-01) and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)
- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia II Subdivision (Tract No. 19-S-01) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2019/2020; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

RECOMMENDATION:

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

Resolution No. 19-_____ which provides:

- a. Approving the Final Map for the La Spezia II Subdivision.
- b. Approving Agreement for the Construction of Improvements for the La Spezia II Subdivision (Tract No. 19-S-01).
- c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the La Spezia II Subdivision (Tract No. 19-S-01).
- d. Accepting the Dedication of Land for Public Use.

Resolution No. 19-_____ which provides:

- a. Approving Annexation of La Spezia II Subdivision (Tract No. 19-S-01) into Landscape and Lighting Assessment District Zone of Benefit 29 of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for FY 2020/2021; Authorizing the Mayor to Execute the Covenant on Behalf of the City, and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

The Planning Commission on February 12, 2019 approved Tentative Subdivision Map No. TSM 2018-05 for the La Spezia II Subdivision ("Project"). The Subdivider is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for La Spezia II Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements have been provided as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Joseph Crown Construction and Development Inc., a California corporation has signed a Landowner's Consent for annexation into Zone of Benefit 29 of City-Wide Landscape Maintenance District. Pursuant to CEQA Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution Approving Final Map and Approving Agreement (Including attached Agreement)
2. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 29 with Legal Description and Assessment Diagram Zone 29
3. Covenant for LMD Zone 29 with Legal Description
4. LMD Zone Map
5. Project Location Map

Attachment 1

Resolution
Final Map and Agreement

RESOLUTION NO. 19-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE LA SPEZIA II
SUBDIVISION (TRACT NO. 19-S-01) AND IMPROVEMENT
AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS
ON BEHALF OF THE CITY**

WHEREAS, the Planning Commission on October 9, 2018 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the La Spezia II Subdivision as part of Tentative Subdivision TSM 2018-05; and

WHEREAS, that certain Final Map for the La Spezia II Subdivision, prepared by LandDesign Consulting, Inc., for Joseph Crown Construction and Development Inc. having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on February 12, 2019; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement La Spezia II Subdivision (Final Map. No. 19-S-01)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the La Spezia II Subdivision is on file in the office of the city engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than Three Million Eight Hundred Eighty-Eight Thousand Three Hundred Fifty-Six Dollars and Eighteen Cents (\$3,888,356.18); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the above-mentioned Agreement entitled "Improvement

Agreement La Spezia II Subdivision (Final Map. No. 19-S-01),” as will be filed in the office of the city clerk.

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

1. The above recitals are true and correct.
2. The Final Map for the La Spezia II Subdivision (Tract No. 19-S-01) is approved.
3. The agreement entitled “Improvement Agreement La Spezia II Subdivision (Final Map. No. 19-S-01)” for the construction of improvements for the La Spezia II Subdivision is approved and attached as Exhibit “A.” A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the La Spezia II Subdivision.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Agreement

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

**IMPROVEMENT AGREEMENT
LA SPEZIA II SUBDIVISION
(FINAL MAP. NO. 19-S-01)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and Joseph Crown Construction and Development Inc., a California corporation, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as LA SPEZIA II SUBDIVISION, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2018-05 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.
- D. Owner is required to construct certain street, utility, and public improvements within

the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans Tract No. 19-S-01", as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

- E. Reference is made hereby to (a) that certain subdivision map entitled, "La Spezia II Subdivision No. 19-S-01", (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

AGREEMENT

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

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

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

B. DEFINITIONS

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

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

C. DEVELOPMENT FEES

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

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

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

E. INSURANCE

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

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

F. NOTICE OF COMPLETION

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

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

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

G. BONDS AND OTHER SECURITY

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

1. Performance Security. Owner shall provide to City performance security in an amount no less than Two Million Five Hundred Ninety-Two Thousand Two Hundred Thirty-Seven Dollars and Forty-Five Cents (\$2,592,237.45) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than One Million Two Hundred Ninety-Six Thousand One Hundred Eighteen Dollars and Seventy-Three Cents (\$1,296,118.73) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Two Hundred Fifty-Nine Thousand Two Hundred Twenty-Three Dollars

and Seventy-Five Cents (\$259,223.75). The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 29 pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 29 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 29 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 29 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

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

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

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

N. INTEGRATION; INCORPORATION OF EXHIBITS

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

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2018-05 approving the Tract Map as adopted on February 12, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY'S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses. For the purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. SUBORDINATION

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

X. NO ASSIGNMENT

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

Y. CAPTIONS

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

Z. AMBIGUITIES OR UNCERTAINTIES

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

AA. SEVERABLE PROVISIONS

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

BB. RELEASE OF CONDITIONS

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

CC. PIPES AND MONUMENTS

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

DD. OWNERSHIP OF IMPROVEMENTS

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

EE. RELEASE OF BONDS AND SECURITIES

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

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

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

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% of engineer's estimate in an amount no less than Twenty-Five Thousand Nine Hundred Twenty-Two Dollars and Thirty-Seven Cents (\$25,922.37), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIRSHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Owner hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for La Spezia II Subdivision No. 19-S-01 as noted herein below:

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

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by LandDesign Consulting, Inc., for La Spezia II Subdivision No. 19-S-01, the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Almond Avenue

- i. Street Construction - The center three lanes of this street construction (36 feet, 18 feet maximum to either side of ultimate street centerline) are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.
- ii. Storm Drain Construction - The 1,325 lineal feet of 24-inch storm drain pipeline is eligible for reimbursement through the City's Impact Fee Program, subject to availability of funds.
- iii. Water Main Construction - The 1,325 lineal feet of the difference in cost between a 12-inch water pipeline and an 8-inch water pipeline is eligible for reimbursement through the City's Impact Fee Program, subject to availability of funds.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

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

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

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

KK. ASSIGNABILITY OF AGREEMENT

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

LL. VENUE

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

MM. ACKNOWLEDGEMENT OF CONTENT

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

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

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

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

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

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

D. SCHEDULE

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

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

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

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

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

G. COORDINATION OF CONTRACTORS

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

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated in underground installations except for transformers consistent with the Construction Plans For La Spezia II Subdivision. All new utilities shall be undergrounded and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

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

SUBDIVIDER/OWNER:

**Joseph Crown Construction and
Development Inc., a California Corporation**

By: _____
Joseph Crown, Director

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON

EXHIBIT "B" **Development Impact Fees**

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]

Industrial Fee Notes

[1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit.

Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit.

[2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.

Attachment 2

Resolution

Confirmation of the Diagram and Assessments for Zone of Benefit 29

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LA SPEZIA II SUBDIVISION (TRACT NO. 19-S-01) INTO ZONE OF BENEFIT 29; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 29 FOR FISCAL YEAR (FY) 2020/2021; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for FY 2020/2021 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 29 of said District consisting of La Spezia II Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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

1. The above recitals are true and correct.

2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 29 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 29 on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2020/2021 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in the agreement "Covenant Landscape Maintenance District Zone of Benefit 29."
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON

Exhibit B

Assessment Diagram

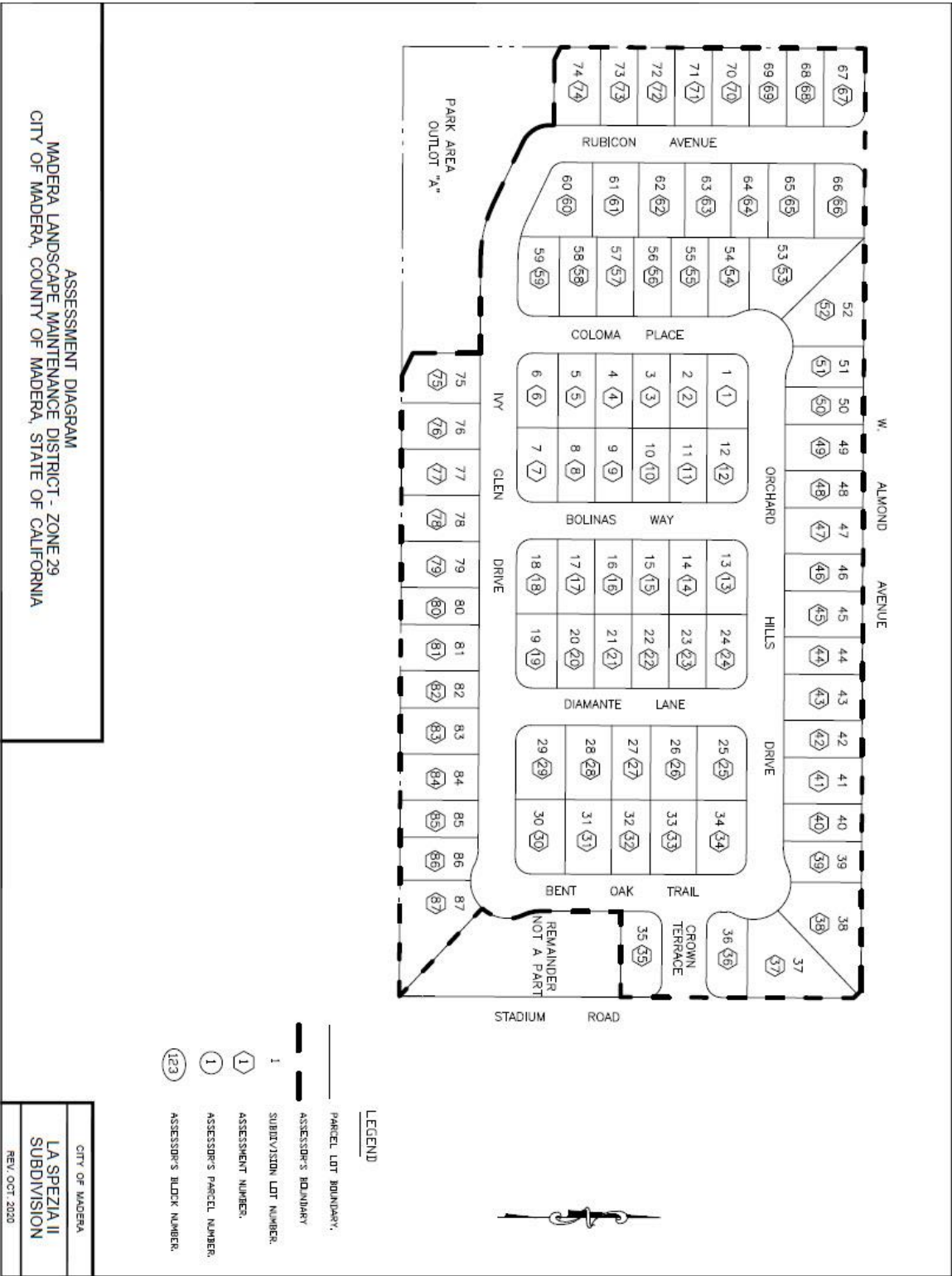


Exhibit C

Assessment Amounts (Sheet 1 of 5)

Lot	Owner	Assessment Amount (FY 2020/2021)
1	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
2	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
3	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
4	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
5	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
6	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
7	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
8	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
9	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
10	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
11	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
12	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
13	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
14	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
15	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
16	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
17	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
18	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
19	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
20	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Exhibit C

Assessment Amounts (Sheet 2 of 5)

21	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
22	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
23	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
24	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
25	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
26	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
27	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
28	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
29	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
30	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
31	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
32	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
33	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
34	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
35	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
36	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
37	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
38	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
39	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
40	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Exhibit C

Assessment Amounts (Sheet 3 of 5)

41	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
42	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
43	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
44	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
45	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
46	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
47	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
48	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
49	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
50	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
51	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
52	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
53	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
54	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
55	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
56	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
57	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
58	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
59	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
60	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Exhibit C

Assessment Amounts (Sheet 4 of 5)

61	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
62	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
63	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
64	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
65	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
66	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
67	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
68	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
69	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
70	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
71	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
72	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
73	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
74	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
75	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
76	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
77	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
78	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
79	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
80	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Exhibit C

Assessment Amounts (Sheet 5 of 5)

81	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
82	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
83	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
84	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
85	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
86	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
87	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Attachment 3

LMD Covenant

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 29**

WHEREAS, Joseph Crown Construction and Development Inc., a California Corporation hereinafter referred to as "Covenantor", is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A" which is incorporated by reference; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Rezoning (REZ) 2018-05, Tentative Subdivision Map (TSM) 2018-05 & Precise Plan (PPL) 2019-01 approval and the Improvement Agreement to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission on February 12, 2019 approved Tentative Subdivision Map TSM 2018-05 for the La Spezia II Subdivision which provided for the

annexation of this subdivision into the aforementioned Zone of Benefit; and

WHEREAS, maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District subject to acceptance of the subdivision and all improvements including said landscaping.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Rezoning, Precise Plan, and Tentative Subdivision Map for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$88.00 per each of the 87 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The

Covenantor also consents to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant shall be effective on October 16, 2019.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

By: _____
Joseph Crown, Director

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF.

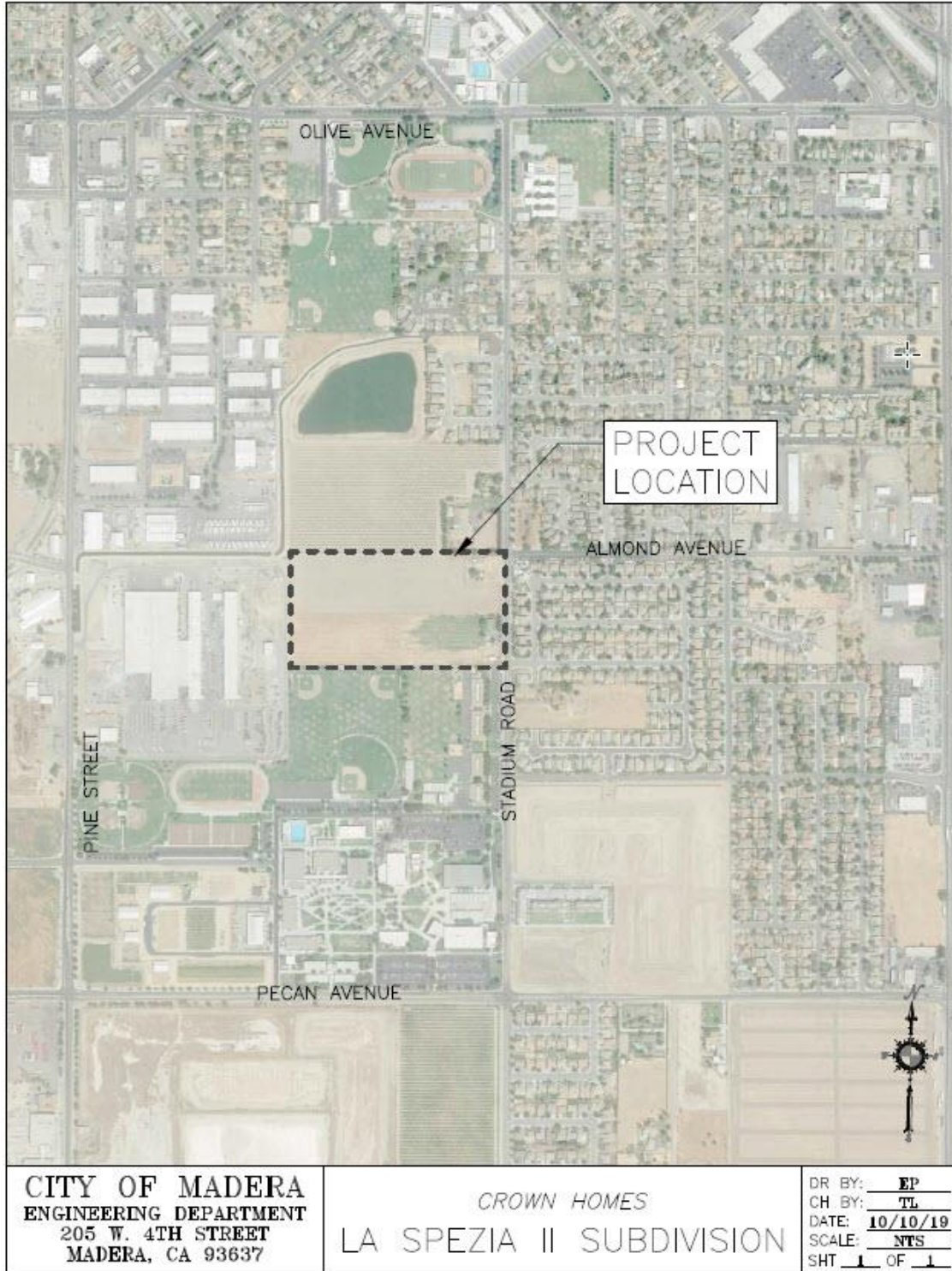
EXCEPTING THEREFROM THE MOBILE HOME LOCATED THEREON

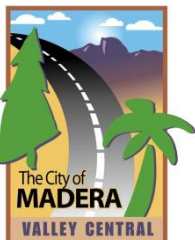
Attachment 4

LMD Zone Map

Attachment 5

Project Location Map

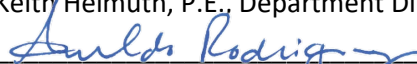




REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: October 16, 2019

Agenda Number: B-8

SUBJECT: Actions Relating to Final Map for La Spezia III Subdivision (Tract No. 19-S-02)

- 1) Consideration of a Resolution of the City of Madera Approving the Final Map for the La Spezia III Subdivision (Tract No. 19-S-02) and Improvement Agreement (Agreement) and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Keith Helmuth)
- 2) Consideration of a Resolution of the City of Madera Approving Annexation of the La Spezia III Subdivision (Tract No. 19-S-02) into Zone of Benefit 29; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 29 For Fiscal Year (FY) 2020/2021; And Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

RECOMMENDATION:

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

Resolution No. 19-_____ which provides:

- a. Approving the Final Map for the La Spezia III Subdivision.
- b. Approving Agreement for the Construction of Improvements for the La Spezia III Subdivision (Tract No. 19-S-02).
- c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the La Spezia III Subdivision (Tract No. 19-S-02).
- d. Accepting the Dedication of Land for Public Use.

Resolution No. 19-_____ which provides:

- a. Approving Annexation of La Spezia III Subdivision (Tract No. 19-S-02) into Landscape and Lighting Assessment District Zone of Benefit 29 of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for FY 2020/2021; Authorizing the Mayor to Execute the Covenant on Behalf of the City, and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

The Planning Commission on March 12, 2019 approved Tentative Subdivision Map No. TSM 2019-01 for the La Spezia III Subdivision ("Project"). The Subdivider is now ready to proceed with development of the Project.

DISCUSSION:

The Final Map for La Spezia III Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. Bonds and insurance requirements will be provided prior to approval of this agreement or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement.

The Subdivider, Joseph Crown Construction and Development Inc., a California Corporation has signed a Landowner's Consent for annexation into Zone of Benefit 29 of City-Wide Landscape Maintenance District. Pursuant to CEQA Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution Approving Final Map and Approving Agreement (Including attached Agreement)
2. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 29 with Legal Description and Assessment Diagram Zone 29
3. Covenant for LMD Zone 29 with Legal Description
4. LMD Zone Map
5. Project Location Map

Attachment 1

Resolution
Final Map and Agreement

RESOLUTION NO. 19-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE LA SPEZIA III
SUBDIVISION (TRACT NO. 19-S-02) AND IMPROVEMENT
AGREEMENT (AGREEMENT) AFFECTING LAND DEVELOPMENT
AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS
ON BEHALF OF THE CITY**

WHEREAS, the Planning Commission on March 12, 2019 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the La Spezia III Subdivision as part of Tentative Subdivision TSM 2019-01; and

WHEREAS, that certain Final Map for the La Spezia III Subdivision, prepared by LandDesign Consulting, Inc., for Joseph Crown Construction and Development Inc. having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on March 12, 2019; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement La Spezia III Subdivision (Final Map. No. 19-S-02)," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the La Spezia III Subdivision is on file in the office of the city engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated or mentioned in said agreement, and also a security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than Six Hundred Fifty Thousand Six Hundred Seventy-Four Dollars and Fifty Cents (\$650,674.50); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the above-mentioned Agreement entitled "Improvement

Agreement La Spezia III Subdivision (Final Map. No. 19-S-02),” as will be filed in the office of the city clerk.

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

1. The above recitals are true and correct.
2. The Final Map for the La Spezia III Subdivision (Tract No. 19-S-02) is approved.
3. The agreement entitled “Improvement Agreement La Spezia III Subdivision (Final Map. No. 19-S-02)” for the construction of improvements for the La Spezia III Subdivision is approved and attached as Exhibit “A.” A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Mayor is authorized to execute the Agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the La Spezia III Subdivision.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Agreement

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

**IMPROVEMENT AGREEMENT
LA SPEZIA III SUBDIVISION
(FINAL MAP. NO. 19-S-02)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2019, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter called "City"; and Joseph Crown Construction and Development Inc., a California corporation, hereinafter called "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as LA SPEZIA III SUBDIVISION, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2019-01 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.
- D. Owner is required to construct certain street, utility, and public improvements within

the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Improvement Plans Tract No. 19-S-02", as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.

- E. Reference is made hereby to (a) that certain subdivision map entitled, "La Spezia III Subdivision No. 19-S-02", (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications", and (d) "Madera Irrigation District Standards", as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

AGREEMENT

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

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

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

B. DEFINITIONS

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

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

C. DEVELOPMENT FEES

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

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless City and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the City in the performance of professional services under this agreement.

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

E. INSURANCE

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

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

F. NOTICE OF COMPLETION

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

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

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

G. BONDS AND OTHER SECURITY

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

1. Performance Security. Owner shall provide to City performance security in an amount no less than Four Hundred Thirty-Three Thousand Seven Hundred Eighty-Three Dollars (\$433,783.00) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than Two Hundred Sixteen Thousand Eight Hundred Ninety-One Dollars and Fifty Cents (\$216,891.50) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Forty-Three Thousand Three Hundred Seventy-Eight Dollars and Thirty Cents (\$43,378.30). The warranty security shall serve as a guarantee and

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

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 29 pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 29 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 29 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 29 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

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

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

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

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

N. INTEGRATION; INCORPORATION OF EXHIBITS

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

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2019-01 approving the Tract Map as adopted on March 12, 2019 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

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

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

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY’S FEES AND LEGAL EXPENSES

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

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

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. SUBORDINATION

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

X. NO ASSIGNMENT

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

Y. CAPTIONS

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

Z. AMBIGUITIES OR UNCERTAINTIES

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

AA. SEVERABLE PROVISIONS

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

BB. RELEASE OF CONDITIONS

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

CC. PIPES AND MONUMENTS

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

DD. OWNERSHIP OF IMPROVEMENTS

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

EE. RELEASE OF BONDS AND SECURITIES

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

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

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

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently with the execution hereof deposit with the City not less than 1% of engineer's estimate in an amount no less than Four Thousand Three Hundred Thirty-Seven Dollars and Eighty-Three Cents (\$4,337.83), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIRSHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

The Owner hereby agrees to the following reimbursements or fair share contributions to be paid before approval of the final map for La Spezia III Subdivision No. 19-S-02 as noted herein below:

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

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

There are no public improvements being constructed through plans prepared by LandDesign Consulting, Inc., for La Spezia III Subdivision No. 19-S-02.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

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

- i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees or from the collection of storm drainage, water main, water

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

- ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for

the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

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

LL. VENUE

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

MM. ACKNOWLEDGEMENT OF CONTENT

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

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

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

California, Department of Transportation. All of said work and improvements and materials shall be done, performed and installed under the supervision of the City Engineer, under whose direction the work shall be inspected as it progresses.

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

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

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

D. SCHEDULE

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

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1

unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

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

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

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

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of Owner to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of City be placed in the position of making decisions that are the responsibility of Owner. It shall further be the responsibility of Owner to give the Engineer written notice not less than two (2)

working days in advance of the actual date on which work is to be started. Failure on the part of Owner to notify the City Engineer may cause delay for which Owner shall be solely responsible.

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work or street paving, or other facilities and improvements constructed in connection with the Agreement that occurs after installation and prior to Final Acceptance shall be repaired to the satisfaction of the City Engineer by Owner before release of bond or final acceptance of completed work. City may, at its sole option, perform such repair or replacement if Owner has failed to commence such repair within 20 days after City has mailed written notice of the need for repairs or replacement to Owner and to Owner's surety. In such event, Owner agrees to pay the cost of such repair and replacement by City, and City may at its option recover such cost as a lien against the Subdivision or the lands therein.

If City determines that public safety requires repairs or replacements to be made before Owner or surety can be notified, City may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Owner to comply with the provision of the paragraph forthwith. Such notice may be personally served upon Owner or, if Owner is not an individual, upon any person who has signed this Agreement on behalf of Owner or a superintendent or foreman of Owner's or Owner's subcontractor at the subdivision or, at the election of the Engineer, such notice may be mailed to Owner at his address on file with the City Engineer. If within 24 hours after such

personal service of such notice or within 48 hours after the mailing thereof as herein provided, Owner shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable to eliminate the scattering of dust, by equipment and personnel of City or by contract as the City Engineer shall determine, and City may deduct the cost thereof from any deposits which the Owner has placed with the City. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated in underground installations except for transformers consistent with the Construction Plans For La Spezia III Subdivision. All new utilities shall be undergrounded and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

Owner shall pay for sweeping of streets within this tract following installation of paving and prior to acceptance of the Improvements by the City. City may provide such street sweeping services at its sole discretion and convenience. Owner shall keep streets and gutters free of any mud, debris or materials. If Owner fails to maintain streets in such condition which allows sweeping, City may remove any debris and deduct the cost thereof from any deposits which the Owner has placed with the City.

M. WARRANTY

Owner warrants that construction will not adversely affect any portion of adjacent properties.

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

Owner agrees to participate in any building materials recycling program as directed by the City. Participation shall also be required by all sub-contractors for both public improvements and home construction, to fullest extent possible.

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

SUBDIVIDER/OWNER:

**Joseph Crown Construction and
Development Inc., a California Corporation**

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

By: _____
Joseph Crown, Director

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

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

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 1106, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 5, 1976 IN BOOK 22 OF MAPS, AT PAGE 83, MADERA COUNTY RECORDS.

EXHIBIT "B" **Development Impact Fees**

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]
Industrial Fee Notes [1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit. Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit. [2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.				

Attachment 2

Resolution

Confirmation of the Diagram and Assessments for Zone of Benefit 29

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LA SPEZIA III SUBDIVISION (TRACT NO. 19-S-02) INTO ZONE OF BENEFIT 29; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 29 FOR FISCAL YEAR (FY) 2020/2021; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

WHEREAS, the City of Madera Landscape Maintenance District (District) was formed by Resolution No. 91-67, approved June 17, 1991, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, the recommended assessments for FY 2020/2021 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 29 of said District consisting of La Spezia III Subdivision, as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

WHEREAS, the property owner has agreed that the annual assessment is proportional to, and no greater than, the special benefit conferred on the property by being annexed into the Landscape Maintenance District; and

WHEREAS, the property owner has consented to an annual change in the range of the assessment in the amount of the Engineering News Record Construction Cost (ENRCC) Index (Los Angeles), plus two percent (2%). The property owner agreed that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the ENRCC Index since the most recent change in the assessment plus two percent per year;

WHEREAS, the property owner further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs, provided such assessment is consistent with the terms of this covenant.

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

1. The above recitals are true and correct.

2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 29 for the maintenance and servicing of landscaping facilities.
3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone of Benefit 29 on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2020/2021 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in the agreement "Covenant Landscape Maintenance District Zone of Benefit 29."
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 1106, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 5, 1976 IN BOOK 22 OF MAPS, AT PAGE 83, MADERA COUNTY RECORDS.

Exhibit B

Assessment Diagram

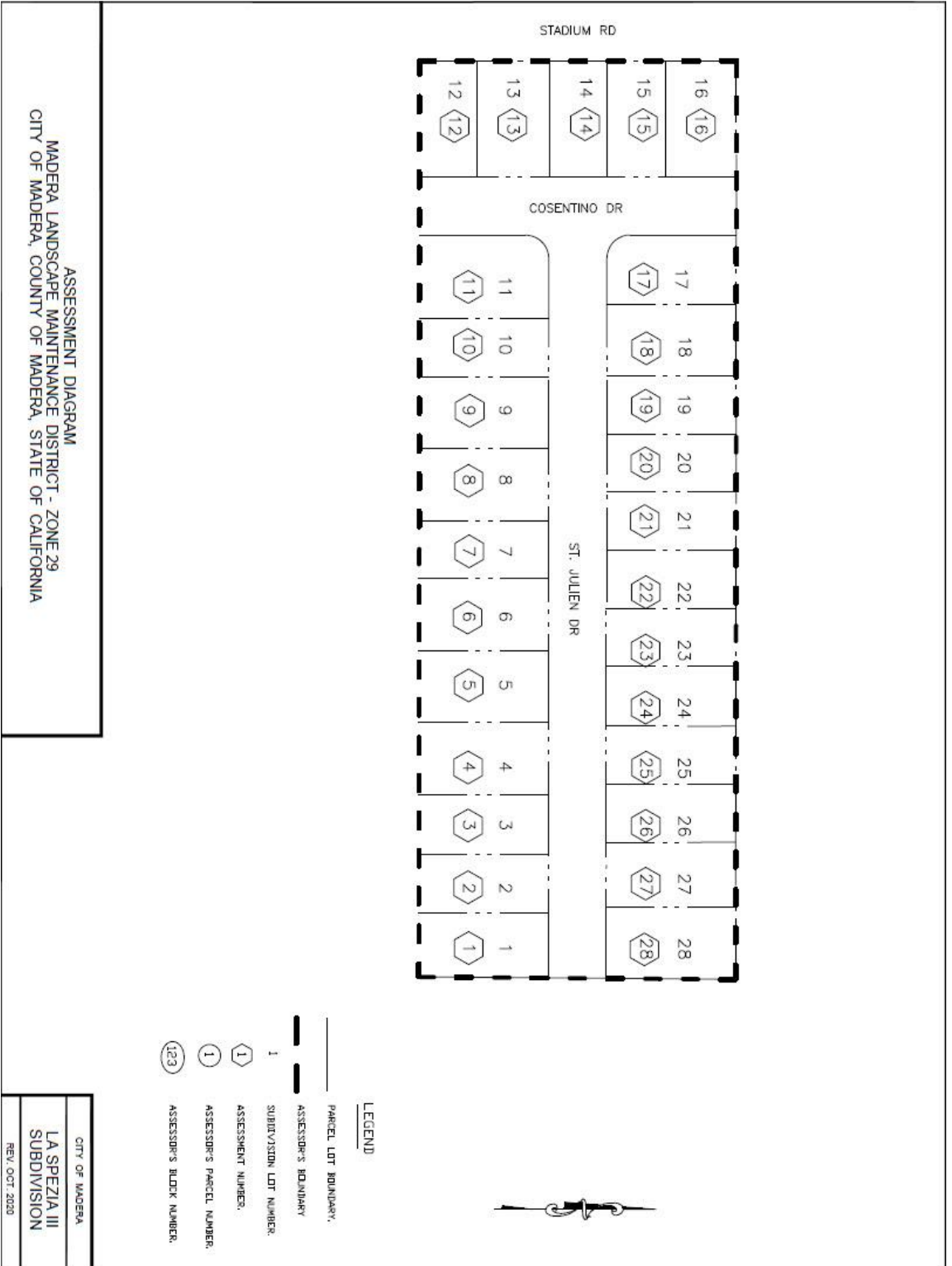


Exhibit C

Assessment Amounts (Sheet 1 of 2)

Lot	Owner	Assessment Amount (FY 2020/2021)
1	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
2	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
3	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
4	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
5	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
6	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
7	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
8	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
9	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
10	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
11	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
12	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
13	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
14	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
15	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
16	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
17	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
18	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
19	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
20	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Exhibit C

Assessment Amounts (Sheet 2 of 2)

21	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
22	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
23	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
24	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
25	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
26	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
27	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00
28	Joseph Crown Construction and Development Inc., a California corporation	\$ 88.00

Attachment 3

LMD Covenant

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 29**

WHEREAS, Joseph Crown Construction and Development Inc., a California Corporation hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A” which is incorporated by reference; and

WHEREAS, the Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument; and

WHEREAS, all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map (TSM) 2019-01 & Precise Plan (PPL) 2019-02 approval and the Improvement Agreement to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Planning Commission on March 12, 2019 approved Tentative Subdivision Map TSM 2019-01 for the La Spezia III Subdivision which provided for the annexation of this subdivision into the aforementioned Zone of Benefit; and

WHEREAS, maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District subject to acceptance of the subdivision and all improvements including said landscaping.

NOW, THEREFORE, it is agreed:

1. In consideration of the foregoing and the approval of the Precise Plan and Tentative Subdivision Map for the residential parcels, by the City of Madera, the undersigned hereby covenants, promises and agrees with the City of Madera for the benefit of said City.

2. The Covenantor consents to annexation of said Subject Property to the City's Landscape Maintenance District, has petitioned the City to annex said Subject Property to said district pursuant to Streets and Highways Code Section 22605, and pursuant to California Constitution Article, XIII D, section 5(b), waives any right to protest or object to such annexation.

3. The Covenantor agrees that the Subject Property receives a special benefit, as the term is defined in California Constitution Article, XIII D, section 2(i), from being annexed to Landscape Maintenance District, and that special benefit includes, but is not limited to, the right and ability to develop the Subject Property.

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$88.00 per each of the 28 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The Covenantor also consents to an annual change in the range of the assessment in the

amount of the Engineering News Record Construction Cost Index (ENRCC), plus two percent (2%). The Covenantor agrees that if such change in the range of the assessment is implemented less frequently than an annual basis, the change may be based upon the total change in the ENRCC Index since the most recent change in the assessment plus two percent per year. The Covenantor further agrees that temporary decreases in assessment do not represent a waiver of other provisions of this covenant and that the assessment may later be reset to an amount consistent with the assessment prior to the reduction plus the total change in the ENRCC Index plus two percent per year but only to the degree necessary to cover actual and reasonable costs.

5. The Covenantor agrees that he/she has received the written notice required by California Constitution Article, XIII D, Section 4(c).

6. The Covenantor agrees that this shall constitute a ballot in support of the proposed assessment pursuant to California Constitution Article, XIII D, Section 4(d).

7. Furthermore, should City hold a hearing notwithstanding such waiver, Covenantor waives the requirement of 45 days' notice of such hearing in favor of a five-day notice of such hearing.

8. The Covenantor shall fully disclose this covenant to every potential purchaser of the Subject Property.

9. It is the intention of the parties hereof that this document shall constitute a covenant in favor of the City of Madera and shall run with the land and be binding upon the undersigned, its grantees, heirs, successors and assigns.

10. The Covenant shall be released and be of no further effect upon written

determination by the undersigned and the City Engineer of the City of Madera that its continued existence and enforcement are no longer necessary.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any other provision or portion thereof shall not affect the validity or enforceability of any one provision thereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant shall be effective on October 16, 2019.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

APPROVED:

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

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

COVENANTOR:

By: _____
Joseph Crown, Director

ATTEST:

By: _____
Alicia Gonzales, City Clerk

**NOTARY ACKNOWLEDGEMENT
REQUIRED**

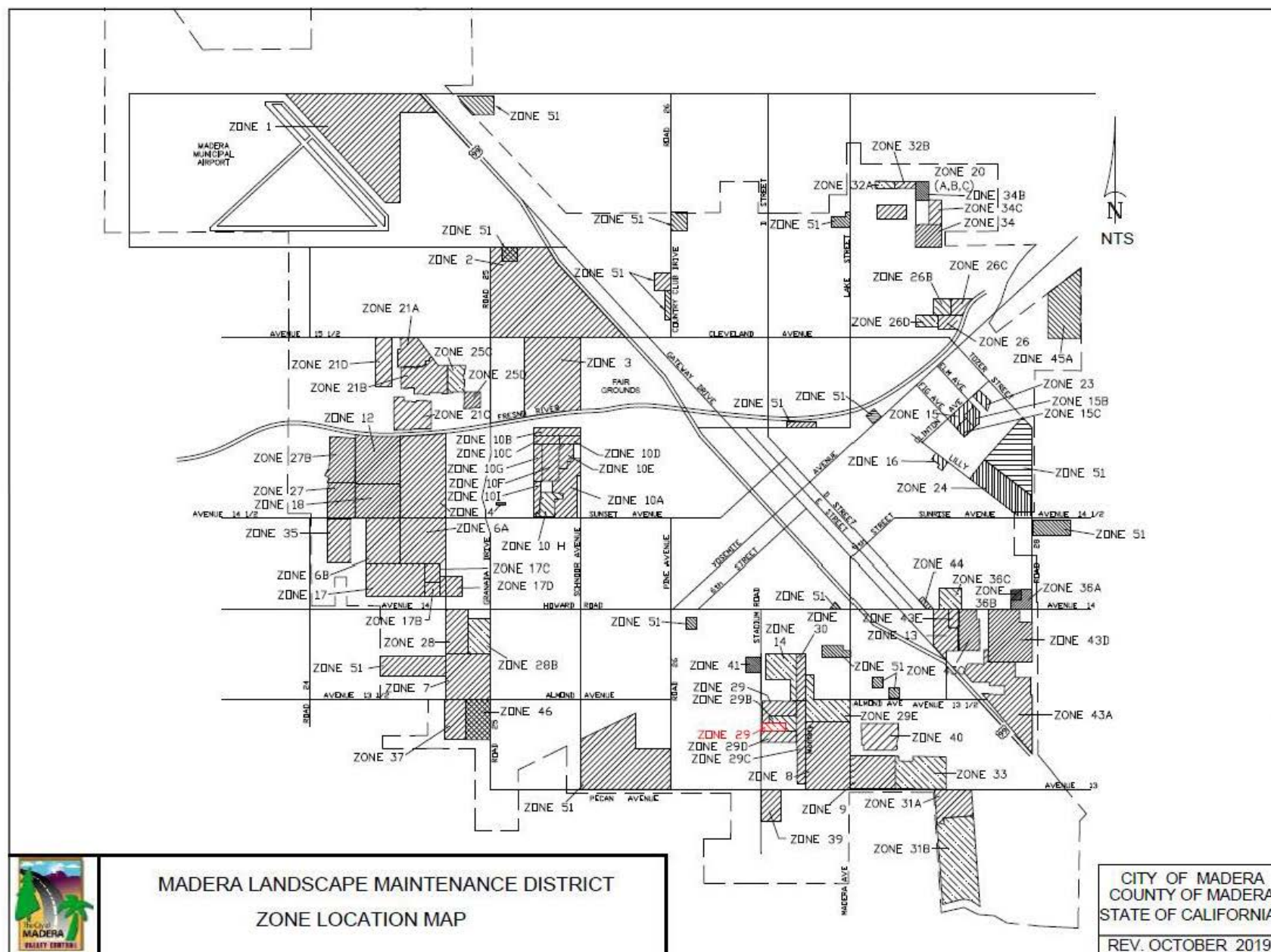
EXHIBIT "A"
Legal Description

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP NO. 1106, ACCORDING TO THE MAP THEREOF RECORDED NOVEMBER 5, 1976 IN BOOK 22 OF MAPS, AT PAGE 83, MADERA COUNTY RECORDS.

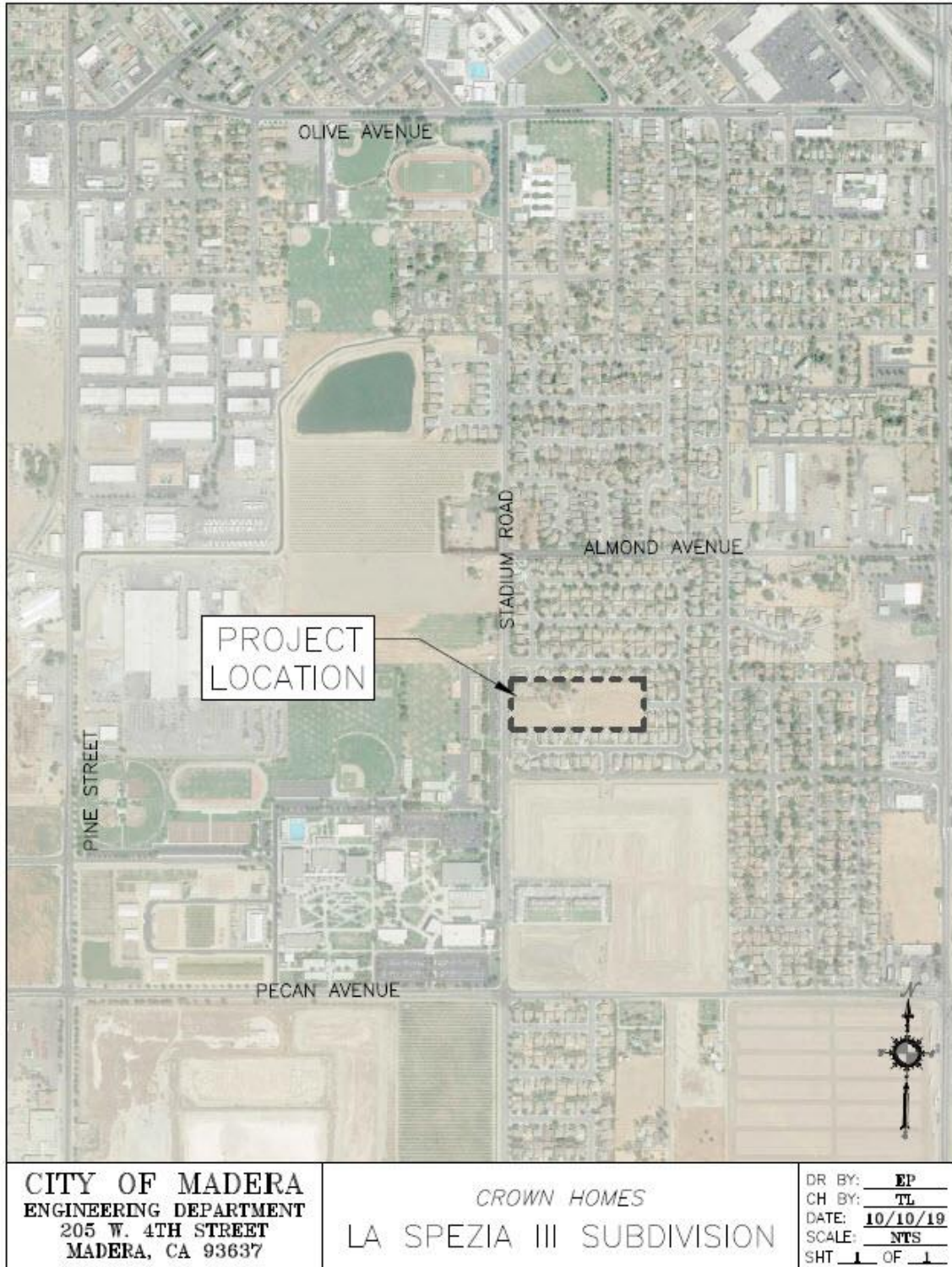
Attachment 4

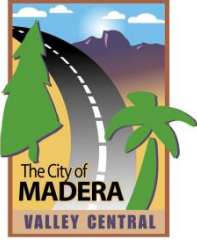
LMD Zone Map



Attachment 5

Project Location Map





REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 16, 2019

Agenda Number: C-1

SUBJECT: PUBLIC HEARING ON REZONE AND GENERAL PLAN AMENDMENT

Public Hearing and Consideration of:

1. Consideration of adoption of a Resolution amending the General Plan land use designation for the six parcels, reclassing them from the HD (High Density) to the P&SP (Public and Semi-Public) General Plan land use designation and adopting a Negative Declaration;
- and
2. Introduction of an Ordinance rezoning six parcels encompassing approximately 1.5 acres located on the southwest corner of the intersection of West 7th and South G Streets from the R3 (High Density) to the PF (Public Facilities) Zone District.

RECOMMENDATION:

The Planning Commission (Commission) and staff recommend that the City Council (Council), after considering public testimony, adopt a resolution approving the General Plan amendment and introduce an ordinance rezoning the subject property.

SUMMARY:

The applicant proposes an amendment of the General Plan, changing the land use designation on six properties from the HD (High Density) to the P&SP (Public and Semi-Public) General Plan land use designation. In conjunction with the General Plan amendment, an ordinance changing the zoning of the subject properties from the R3 (High Density) Zone District to the PF (Public Facility) Zone District is proposed. Positive action on the requested General Plan amendment and rezoning would enable the eventual development of offices for the Madera County District Attorney and Adult Probation Department. At its September 9, 2019 meeting, the Commission approved a resolution recommending to the Council approval of the General Plan amendment and rezoning.

DISCUSSION:

The County of Madera (County) proposes to develop new offices for the County District Attorney and Adult Probation Department. To that end, the County has purchased several parcels immediately south of the new courthouse complex and substantially cleared those properties in preparation for development. Only one structure remains on the project site. The properties in question were residential properties and have General Plan and zoning designations consistent with residential properties. In order to move forward with development of offices on the properties in question, a General Plan amendment and rezone must be approved. Although no proposal to construct the office complex was included as a component of the General Plan amendment and rezone requested herein, future development of the proposed office complex will be developed consistent with the development standards of the PF (Public Facilities) Zone District and the goals and policies of the General Plan. The rezoning provides consistency between the General Plan and zoning.

General Plan Amendment

The General Plan currently designates the project site as HD (High Density). The HD designation provides for high density residential development, with densities of up to 50 dwelling units an acre. The applicant has requested a change in General Plan land use designation to the P&SP (Public and Semi-Public) land use designation. The P&SP land use designation would provide consistency between the proposed PF Zone District and the expected development of governmental offices.

Rezone

The project site is proposed to be rezoned into the PF Zone District. The PF Zone District is designed to provide land for the development of offices and/or facilities owned and operated by city, county, State, or federal governmental agencies, and public-school districts. Examples of development found in the PF Zone District include civic centers, fire and police stations, libraries and post offices, and schools. The PF Zone District is the correct zone for the development of the proposed governmental offices.

Public Infrastructure

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

CEQA

Although the anticipated development of the governmental offices is not under consideration by the Council, the General Plan amendment and rezoning currently under review act as first steps in the eventual development of the site and are subject to compliance with the California Environmental Quality Act (CEQA). The Planning Commission approved a Negative Declaration consistent with the requirements of CEQA specific to the current entitlement requests. No assessment of the future development of governmental offices on the property was completed as a component of the Negative Declaration. Additional CEQA analysis may be required in advance of development of the project site.

FISCAL IMPACT:

The application fees for processing the General Plan amendment, rezoning and environmental documentation are \$11,381.75. By mutual agreement, the County and City have agreed to exchange in-kind services.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The project supports one of the four core vision statements in the Vision Plan, “A Well-Planned City,” which envisions “sound planning [that] helps Madera celebrate its past, balance its present with available resources and infrastructure, and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision.” The General Plan amendment and rezone in advance of the construction of governmental offices directly supports this core vision statement.

ALTERNATIVES:

The Council may consider alternatives other than staff’s recommendation for approval of the General Plan amendment and introduction of the rezone ordinance. Those include:

1. Denial of the request for General Plan amendment and rezone. Should the requests be denied, the project site would remain within the current General Plan and zoning.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

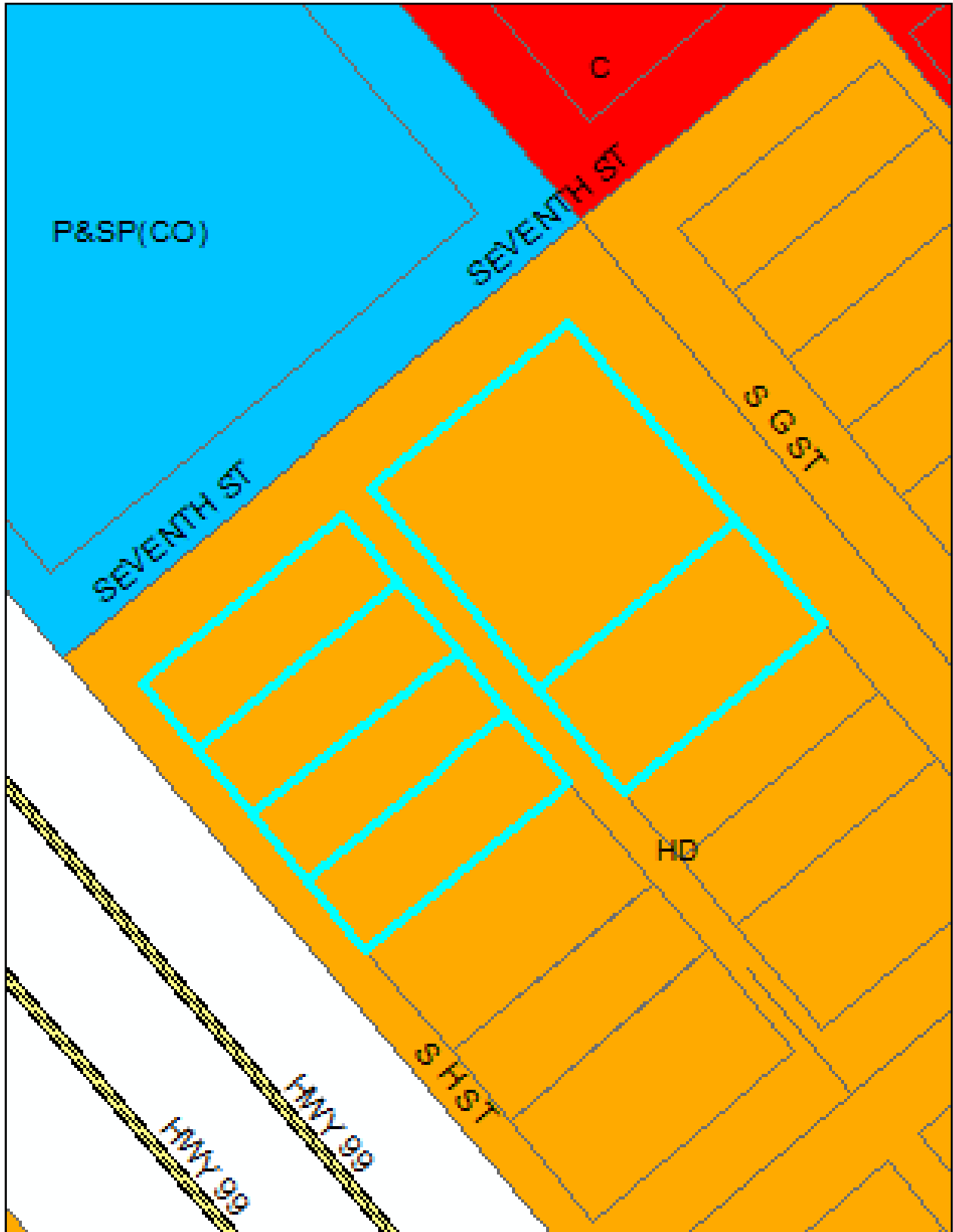
ATTACHMENTS:

1. Aerial Imagery
2. General Plan Map
3. Zoning Map
4. Planning Commission Resolution No. 1845
5. Negative Declaration
6. General Plan Amendment Resolution
Exhibit A - General Plan Map
7. Rezone Ordinance
Exhibit A - Zoning Map

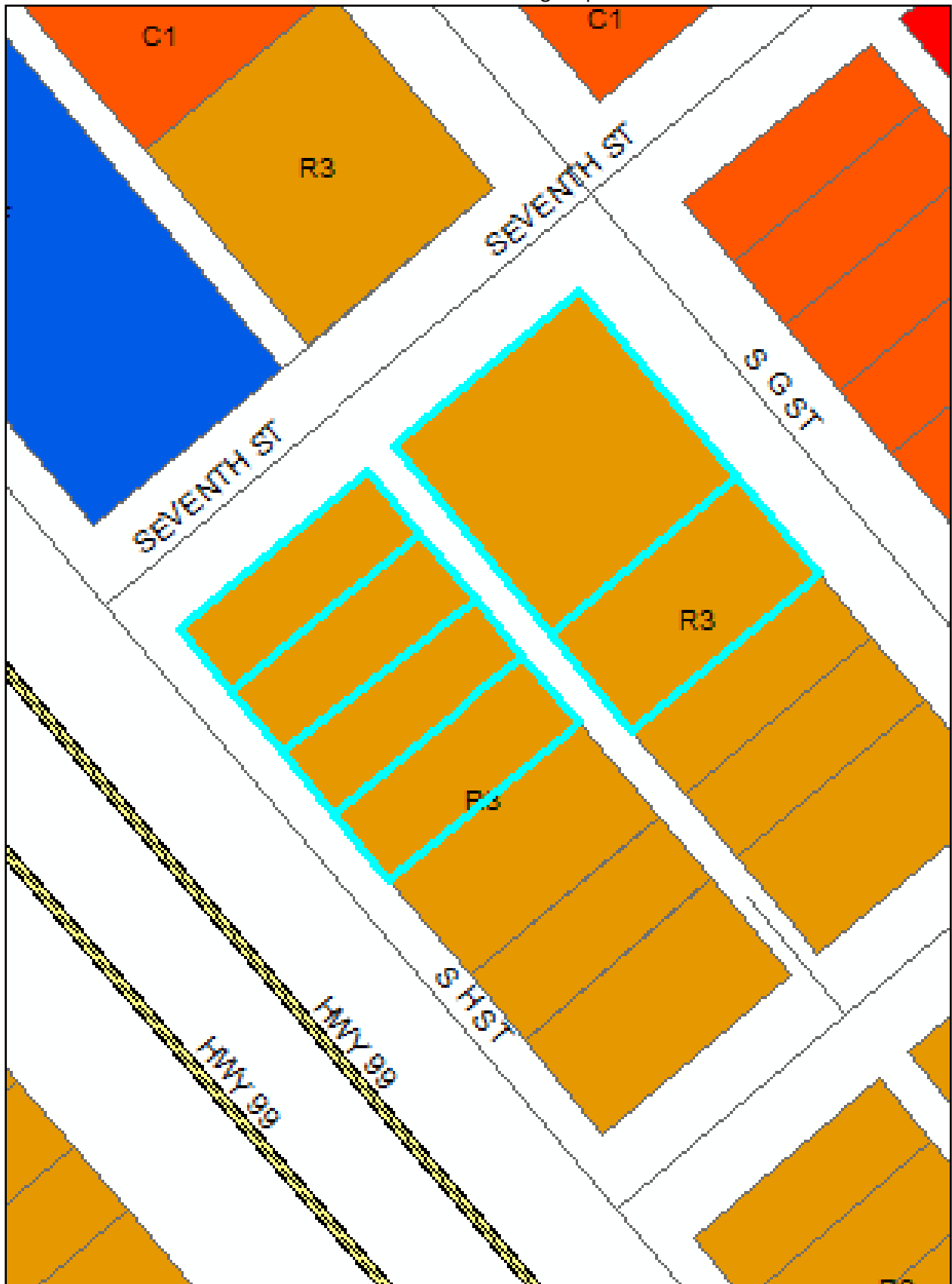
Attachment 1: Aerial Imagery



Attachment 2: General Plan Map



Attachment 3: Zoning Map



Attachment 4: Planning Commission Resolution No. 1845

RESOLUTION NO. 1845

**RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF
MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF
MADERA APPROVAL OF AN AMENDMENT OF THE GENERAL PLAN
CHANGING THE LAND USE DESIGNATION OF APPROXIMATELY 1.5
ACRES FROM THE HD (HIGH DENSITY) TO P&SP (PUBLIC AND
SEMI-PUBLIC) GENERAL PLAN LAND USE DESIGNATION AND THE
REZONING OF THE PROPERTY FROM THE R3 (HIGH DENSITY) TO
THE PF (PUBLIC FACILITY) ZONE DISTRICT**

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

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

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

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designation for approximately 1.5 acres of property located on the southwest corner of the intersection of West 7th Street and South G Street from the HD (High Density) land use designation to the P&SP (Public and Semi-Public) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the City has initiated a Rezone of the property from the R3 (High Density) Zone District to the PF (Public Facilities) Zone District, as shown in the attached Exhibit B; and

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

WHEREAS, the proposed General Plan amendment and Rezone are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

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

WHEREAS, the negative declaration, General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups, and public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the negative declaration, and considered testimony received as a part of the public hearing process.

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

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

1. The above recitals are true and correct.

2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified in attached Exhibit "A".

3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.

4. The proposed rezoning is hereby found to be consistent with all elements of the General Plan, including the land use map as amended by this application.

5. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as specified within the attached Exhibit "B".

6. This resolution is effective immediately.

* * * * *

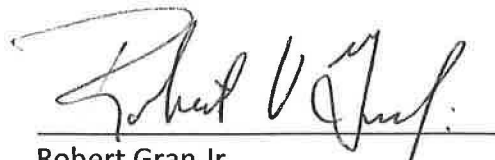
Passed and adopted by the Planning Commission of the City of Madera this 10th day of September 2019, by the following vote:

AYES: Commissioners Robert Gran Jr., Richard Broadhead, Ryan Cerioni, Ramon Lopez, Pamela Tyler, Alex Salazar

NOES: None

ABSTENTIONS: None

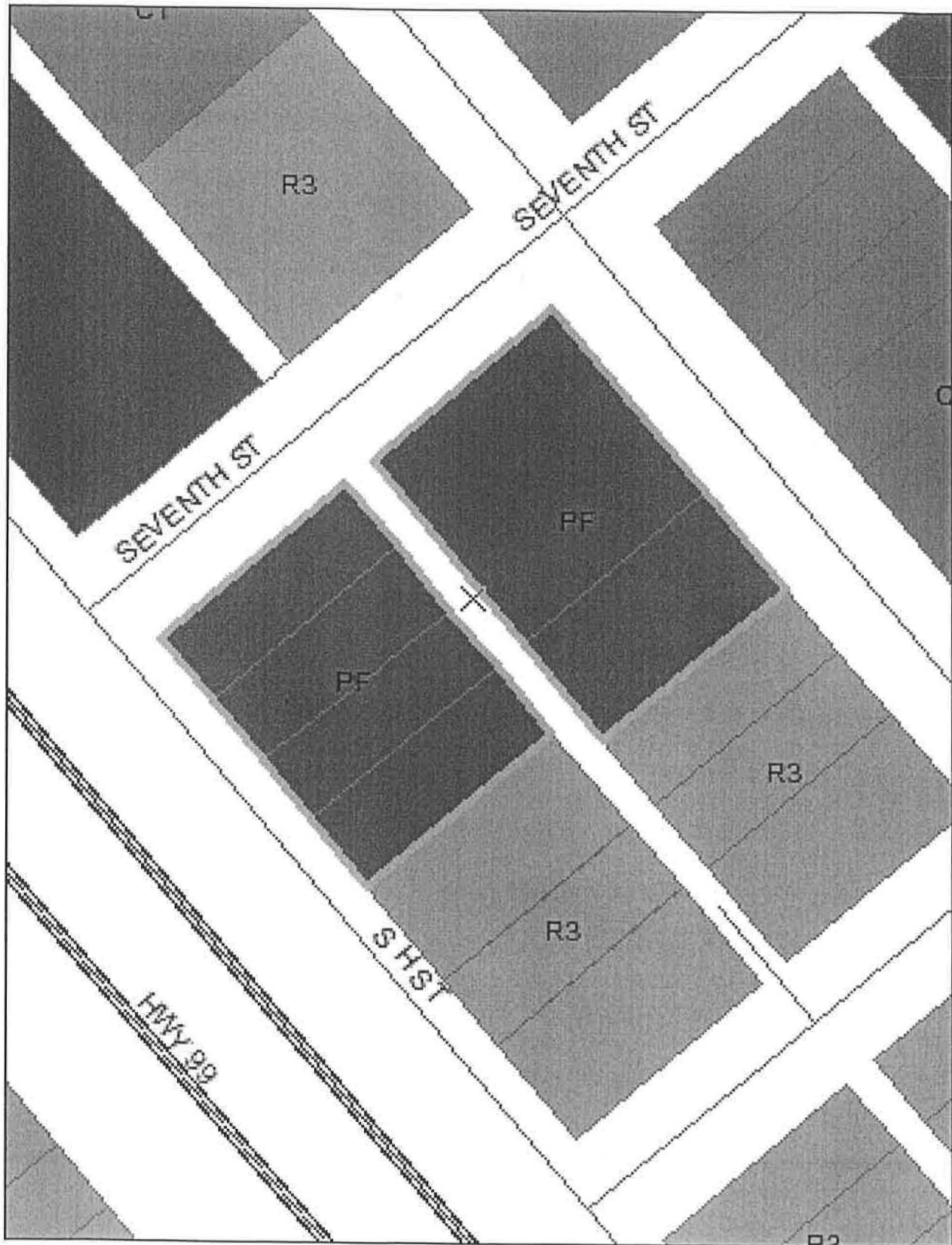
ABSENT: Commissioner Israel Cortes


Robert Gran Jr.
Planning Commission Chairperson

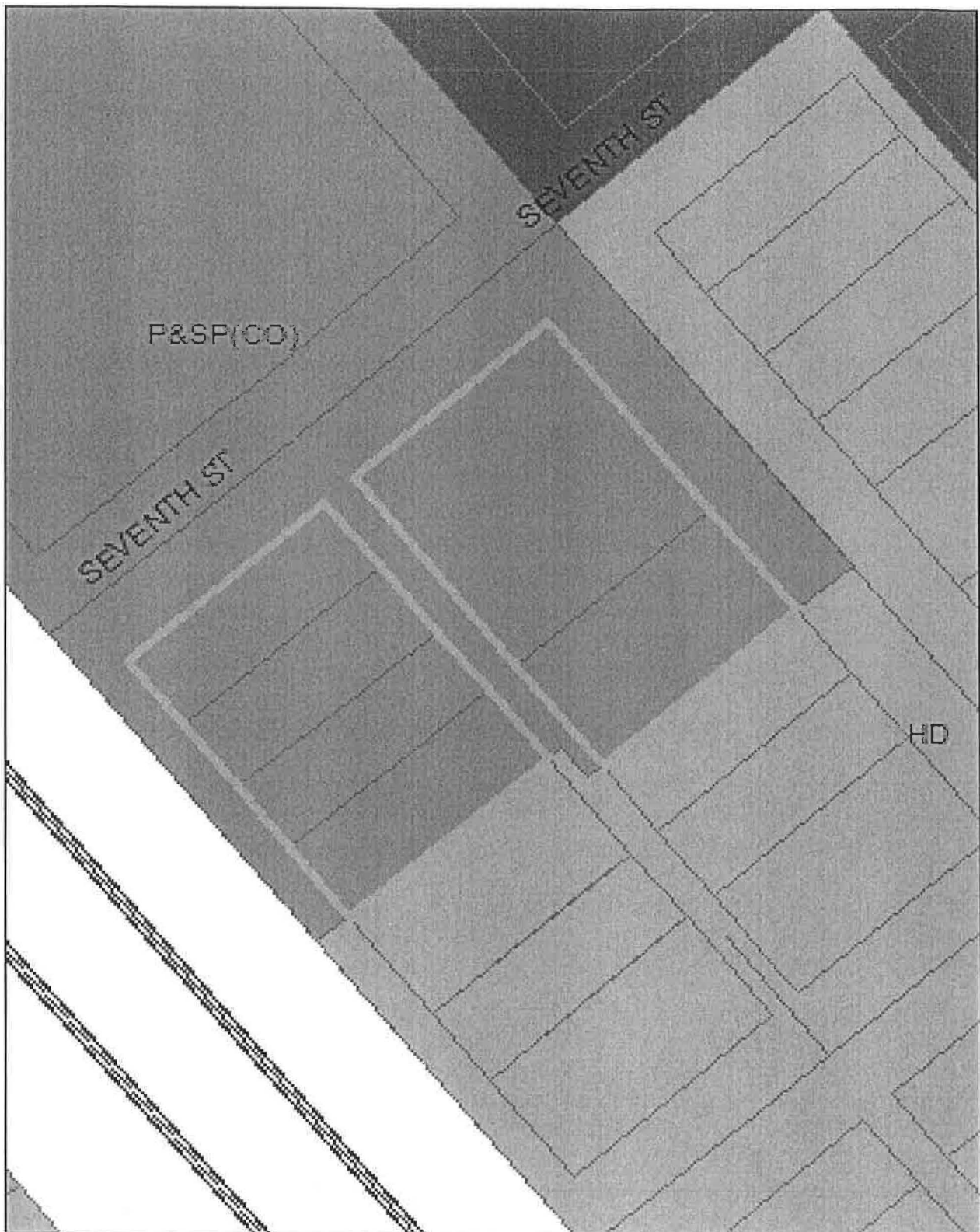
Attest:


Christopher F. Boyle
Acting Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1845
EXHIBIT 'A'



PLANNING COMMISSION RESOLUTION NO. 1845
EXHIBIT 'B'



Attachment 5: Negative Declaration

CITY OF MADERA
INITIAL STUDY / ENVIRONMENTAL CHECKLIST

I. BACKGROUND AND PROJECT DESCRIPTION

1. **Application No.:**
Rezone 2019-03 and General Plan Amendment 2019-02
2. **Project Title:**
Madera County District Attorney Office Rezone and General Plan Amendment
3. **Lead Agency Name and Address:**
City of Madera, 205 W. 4th St., Madera, CA 93637
4. **Contact Person and Phone Number:**
Christopher Boyle – (559) 661-5433
5. **Project Location:**
Southwest corner of West 7th Street and South G Street
APNs 010-162-001, 002, 009, 010, 011, and 012
6. **Project Applicant's/Sponsor's Name and Address:**
County of Madera, 200 West 4th Street, Madera, CA 93637
7. **General Plan Designation:**
Current: HD (High Density) Proposed: P&SP (Public and Semi-Public)
8. **Zoning:**
Current: R3 (High Density) Proposed: PF (Public Facilities)
9. **Project Background:**
The project is an application to allow for the rezone of a property from the R3 (High Density) Zone District to the PF (Public Facilities) Zone District and a General Plan amendment to change the land use designation from HD (High Density) to P&SP (Public and Semi-Public) General Plan land use designation. This environmental documentation is specifically for analysis associated with a Rezone and General Plan Amendment, and does not include any assessment involving future construction on the property.
10. **Public Agencies Whose Approval or Review Is Required:**
No other public agencies require approval or review because this project is only to change the Zone District and General Plan land use designation affixed to the property.

11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.31?

California Native American tribes traditionally and culturally affiliated with the project area did not request consultation pursuant to Public Resources Code Section 21080.31.

II. ENVIRONMENTAL SETTING

The project site is essentially vacant residentially-zoned land located directly south of the Madera Courthouse at the southwest corner of West 7th Street and South G Street. The project site is encompassed by six parcels equating to a total of approximately 1.47 acres. One vacant residential structure is located on one of the project parcels. It will be removed as part of the development of the project site. A variety of low- and medium-density residential dwellings are south of the project site, commercial uses are located east of the project site along the Gateway Drive commercial corridor, the recently constructed courthouse is located north of the project site and Highway 99 is located west of the project site.



III. ENVIRONMENTAL CHECKLIST

Environmental Factors Potentially Affected by the Project: The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

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

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
1. AESTHETICS. Except as provided in Public Resources Code Section 21099, would the project:				
a) Have a substantial adverse effect on a scenic vista?				✓
b) Substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?				✓
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point.) If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?				✓
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?				✓
<u>Discussion</u> The project would not affect a scenic vista or have an overall adverse visual impact on the immediate area. The project would not affect a scenic highway and would not have an overall adverse visual impact on any scenic resources. The project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. <u>No Impacts</u> a) The project will not result in the obstruction of federal, state or locally classified scenic areas, historic properties, community landmarks or formally classified scenic resources, such as a scenic highway, national or state scenic area, or scenic vista. b) The project will not substantially damage scenic resources, including but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway. c) The project is located in an urbanized area and would not conflict with the applicable zoning and other regulations governing scenic quality.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) The project will not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.				
2. AGRICULTURE AND FOREST RESOURCES. In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement Methodology provided in Forest Protocols adopted by the California Air Resources Board. Would the project:				
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				✓
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				✓
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?				✓
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				✓
<u>Discussion</u> The project site is located on land identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map. <u>No Impacts</u> a) The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. The project site is identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map, which is defined as land that is occupied by structures within a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. The project site is not currently being utilized for agricultural purposes. b) The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property. c) The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because the project property is not defined as forest land (as defined by Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)). d) The project would not result in the loss of forest land or conversion of forest land to a non-forest use because the parcel is not defined as forest land (as defined by Public Resources Code Section 12220(g)). e) The project would not involve other changes in the existing environment, due to the project property’s location or nature, that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to non-forest use.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				✓
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?				✓
c) Expose sensitive receptors to substantial pollutant concentrations?				✓
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?				✓
<u>Discussion</u> The project site is located within the San Joaquin Valley Air Basin (SJVAB). Air quality conditions in the SJVAB are regulated by the San Joaquin Valley Air Pollution Control District (SJVAPCD). The region is classified as a State and Federal non-attainment area for PM10 (airborne particulate matter with an aerodynamic diameter of less than 10 microns), and ozone (O3). Air quality is determined by the type and amount of contaminants emitted into the atmosphere, the size and topography of the SJVAB, and its meteorological conditions. National and state air quality standards specify the upper limits of concentrations and duration in the ambient air for O3, CO, nitrogen dioxide (NO2), PM10, sulfur dioxide (SO2) and lead (Pb). These are “criteria pollutants.” The SJVAPCD also conducts monitoring for two other state standards: sulfate and visibility. The State of California has designated the project site as being a severe non-attainment area for 1-hour O3, a non-attainment area for PM10, and an attainment area for CO. The EPA has designated the project area as being an extreme non-attainment area for 1-hour O3, a serious non-attainment area for 8-hour O3, a serious non-attainment area for PM10, and a moderate maintenance for CO. The project would not conflict with or obstruct the implementation of applicable Regional Air Quality Control Plans. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to SJVAPCD review. The project will not violate any air				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors.				
The proposed General Plan amendment and rezoning for the project site will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project site will be evaluated and addressed on a project-by-project basis.				
<u>No Impacts</u> a) The project would not conflict with or obstruct implementation of the applicable air quality plan. b) The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard c) The project would not expose sensitive receptors to substantial pollutant concentrations. d) The project would not produce other emissions, such as those leading to odors adversely affecting a substantial number of people.				
4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓

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

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) The project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service. c) The project would not have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means. d) The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors or impede the use of native wildlife nursery sites. e) The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. f) The project does not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan.				
5. CULTURAL RESOURCES. Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in Section 15064.5?				✓
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5?				✓
c) Disturb any human remains, including those interred outside of formal cemeteries?				✓
Discussion The project does not have the potential to cause a physical change that would affect unique historic, ethnic, or cultural values. The project would not disturb any archaeological resources. The project would not disturb any unique paleontological or geologic resources. The project would not disturb any human remains. In the event any archaeological resources are discovered during project construction, all activities shall cease and the Community Development Department shall be notified so that the procedures required by State law may be applied.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>No Impacts</u> a) The project would not cause a substantial adverse change in the significance of a historical resource pursuant to Section 15064.5 because there are no known historical resources located in the affected territory. b) The project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to Section 15064.5 because there are no known archaeological resources located in the affected territory. c) The project would not disturb any human remains, including those interred outside of formal cemeteries, because there are no known human remains located in the affected territory. When development occurs in the future and if any remains are discovered, the requirements of CEQA that regulate archaeological and historical resources (Public Resources Code Section 21083.2 and 21084.1), and all local, state, and federal regulations affecting archaeological and historical resources would be complied with.				
6. ENERGY. Would the project:				
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?				✓
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?				✓
<u>No Impacts</u> a) The project would not result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation. b) State and local authorities regulate energy use and consumption. These regulations at the state level intended to reduce energy use and greenhouse gas (GHG) emissions. These include, among others, Assembly Bill (AB) 1493 – Light-Duty Vehicle Standards, California Code of Regulations Title 24, Part 6 – Energy Efficiency Standards, California Code of Regulations Title 24, Part 11 – California Green Building Standards. The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
7. GEOLOGY AND SOILS. Would the project:				
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving: i. Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				✓
ii. Strong seismic ground shaking?				✓
iii. Seismic-related ground failure, including liquefaction?				✓
iv. Landslides?				✓
b) Result in substantial soil erosion or the loss of topsoil?				✓
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?				✓
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?				✓
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				✓
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>Discussion</u> There are no known faults on the project site or in the immediate area. The project site is subject to relatively low seismic hazards compared to many other parts of California. Potential ground shaking produced by earthquakes generated on regional faults lying outside the immediate vicinity in the project area may occur. Due to the distance of the known faults in the region, no significant ground shaking is anticipated on this site. Seismic hazards on the built environment are addressed in The Uniform Building Code that is utilized by the City of Madera Building Division to monitor safe construction within the City limits. <u>No Impacts</u> a) i. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving the rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault. No known faults with evidence of historic activity cut through the valley soils in the project vicinity. The major active faults and fault zones occur at some distance to the east, west and south of the project site. Due to the geology of the project area and its distance from active faults, the potential for loss of life, property damage, ground settlement, or liquefaction to occur in the project vicinity is considered minimal. ii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving strong seismic ground shaking. Ground shaking generally decreases with distance and increases with the depth of unconsolidated alluvial deposits. The most likely source of potential ground shaking is attributed to the San Andreas, Owens Valley, and the White Wolf faults. Based on this premise and taking into account the distance to the causative faults, the potential for ground motion in the vicinity of the project site is such that a minimal risk can be assigned. iii. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving seismic-related ground failure, including liquefaction. Liquefaction describes a phenomenon in which a saturated soil loses strength during an earthquake as a result of induced shearing strains. Lateral and vertical movement of the soil mass combined with loss of bearing usually results. Loose sand, high groundwater conditions (where the water table is less than 30 feet below the surface), higher intensity				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction. iv. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides. b) The project would not result in substantial soil erosion or the loss of topsoil. Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. . c) The project would not be located on a geologic unit or soil that is unstable as a result of the project, and not potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse. d) The project would not be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), not creating substantial direct or indirect risks to life or property. e) The project would not have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water. The City of Madera would provide necessary sewer and water systems upon project approval. f) The project would not directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.				
8. GREENHOUSE GAS EMISSIONS. Would the project:				
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?				✓
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?				✓
Discussion Climate change is a public health and environmental concern around the world. Globally, temperature, precipitation, sea level, ocean currents, wind patterns, and storm activity are all affected by the presence of greenhouse gas (GHG) emissions in the atmosphere. Human activity contributes to emissions of six primary GHG gases: carbon dioxide, methane, nitrous				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
oxide, hydrofluorocarbons, perfluorocarbons and sulfur hexafluoride. Human-caused emissions of GHGs are linked to climate change. In 2006, the California State Legislature adopted AB32, the California Global Warming Solutions Act of 2006, which aims to reduce GHG emissions in California. GHGs, as defined by AB 32, includes carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride. AB 32 requires the California Air Resources Board (ARB), the State agency which regulates statewide air quality, to adopt rules and regulations that would achieve GHG emissions equivalent to 1990 statewide levels by 2020. As part of the 2011 City of Madera General Plan update, the Conservation Element includes several goals, policies and programs in the Air Quality, GHG Emissions and Climate Change sections which address and promote practices that meet or exceed all state and federal standards and meet or exceed all current and future state-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policy CON-40 through 46. <u>No Impacts</u> a) The project would not generate significant GHG emissions or contribute to global warming because no new construction is proposed as a component of this project. b) The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.				
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				✓
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?				✓
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				✓
<u>Discussion</u> The project will not create hazards or expose people or property to hazardous conditions. <u>No Impacts</u> a) The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. b) The project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment. e) The project site is not located within an airport land use plan. f) The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. g) The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildfires.				
10. HYDROLOGY AND WATER QUALITY. Would the project:				
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?				✓
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?				✓
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would: i. Result in substantial erosion or siltation on- or off-site;				✓
ii. Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;				✓
iii. Create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff; or				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
iv. Impede or redirect flood flows?				✓
d) In flood hazard, tsunami or seiche zones, risk release of pollutants due to project inundation?				✓
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?				✓
<u>Discussion</u> The project would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project would not change any drainage patterns or stream courses, or the source or direction of any water movement. The project would not bring about erosion, significant changes in topography or unstable soil conditions. The project would not expose people or property to water-related hazards. The project would not create any impacts on water quality. Based on a review of the City's FEMA maps, the site is located in Zone X and the project would not place housing or other land uses in a 100-year flood hazard area. These areas outside of the 500-year flood area. The project would not expose people or structures to a significant risk because of dam or levee failure. The project would not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami. <u>No Impacts</u> a) The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. b) The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. c) i. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not result in substantial erosion or siltation on- or off-site.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
ii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. iii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. iv. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not impede or redirect flood flows. d) The project is not located in flood hazard, tsunami or seiche zones and it will not risk release of pollutants due to project inundation. e) The project does not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan.				
11. LAND USE AND PLANNING. Would the project:				
a) Physically divide an established community?				✓
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?				✓
<u>Discussion</u> The project will not provide conflict with the General Plan and Zoning Ordinance because the Rezone and General Plan Amendment will provide consistency between the General Plan land use designation and zone district. <u>No Impacts</u> a) The project would not physically divide an established neighborhood.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) The project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.				
12. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
<u>No Impacts</u>				
a) The project would not result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state.				
b) The project would not result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan.				
13. NOISE: Would the project result in:				
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance or applicable standards of other agencies?				✓
b) Generation of excessive ground borne vibration or ground borne noise levels?				✓
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				✓

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

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

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
16. RECREATION. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<u>Discussion</u> The project provides for consistency with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents. <u>No Impacts</u> a) The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. b) The project would not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment.				
17. TRANSPORTATION. Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?				✓
d) Result in inadequate emergency access?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>Discussion</u> The project site was included in the General Plan and its accompanying EIR and the potential traffic generated from the eventual development of this land is considered. The goals and policies of the General Plan serve to mitigate traffic impacts that occur as a result of new development. <u>No Impacts</u> a) The project would not conflict with any program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. b) The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The project is not located within one-half mile of an existing major transit stop or along an existing high-quality transit corridor. c) The project would not substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment). d) The project would not result in inadequate emergency access.				
18. Tribal Cultural Resources. Would the project:				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				✓
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				
No Impacts a) The project would not cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and the project is not listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). b) The project is not a resource determined by the lead agency (City of Madera), in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. The project site is not listed as a historical resource in the California Register of Historical Sources.				
19. UTILITIES AND SERVICE SYSTEMS. Would the project:				
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction of which could cause significant environmental effects?				✓
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?				✓
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				✓
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				✓
<u>Discussion</u> The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There would not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities. <u>No Impacts</u> a) The project would not require the construction of new water and storm water drainage facilities. b) The project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. c) The project would result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. d) The project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. e) The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation?				✓
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				✓
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				✓
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				✓
<u>Discussion</u> The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project will be developed consistent with all regulations of the California Fire Code and would provide no impact to wildfire hazards. <u>No Impacts</u> a) The project would not substantially impair an adopted emergency response plan or emergency evacuation. b) The project would not, due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. c) The project would not require the installation or maintenance of associated infrastructure.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.				
21. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:				
a) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)				✓
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓
<u>Discussion</u> Based upon staff analysis and comments from experts, it has been determined that the proposed project does not generate any adverse impacts. The potential impacts identified in this Initial Study are considered to be less than significant since they do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project. <u>No Impacts</u> a) The project would not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory. b) The project would not have cumulatively considerable impacts that are beyond less than significant. c) The project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.				

IV. DETERMINATION

On the basis of this initial evaluation:

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

Signature: _____



Date: August 19, 2019

Print: Christopher Boyle

Attachment 6: General Plan Amendment Resolution

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT OF THE GENERAL PLAN CHANGING THE LAND USE DESIGNATION OF SIX PARCELS ENCOMPASSING 1.5 ACRES LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 7TH STREET AND SOUTH G STREET FROM THE HD (HIGH DENSITY) LAND USE DESIGNATION TO THE P&SP (PUBLIC AND SEMI-PUBLIC) LAND USE DESIGNATION (APNS: 010-162-001, 002, AND 009-012) AND ADOPTING A NEGATIVE DECLARATION

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

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

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

WHEREAS, the City has initiated an amendment to the Madera General Plan amending the land use designation for approximately 1.5 acres of property located on the southwest corner of the intersection of West 7th Street and South G Street from the HD (High Density) land use designation to the P&SP (Public and Semi-Public) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the City has initiated a Rezone of the property from the R3 (High Density) Zone District to the PF (Public Facilities) Zone District, as shown in the attached Exhibit B; and

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

WHEREAS, the proposed General Plan amendment and Rezone are compatible with the neighborhood and are not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the City; and

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

WHEREAS, the Negative Declaration, General Plan amendment and rezoning were distributed for public review and comment to various local agencies and groups, and notice of public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission of the City of Madera held a public hearing on September 10, 2019, and adopted a resolution recommending to the City Council approval of the General Plan amendment and rezoning; and

WHEREAS, based upon the testimony and information presented at the hearing, including the initial study and Negative Declaration and all evidence in the whole record pertaining to this matter, the Commission found that the Negative Declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgment of the City of Madera, and was adopted in accordance with the California Environmental Quality Act; and

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

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

1. The above recitals are true and correct.
2. The City Council finds an environmental assessment initial study was prepared for this project in accordance with the requirements of the California Environmental Quality Act (CEQA) Guidelines. This process included the distribution of requests for comment from other responsible or affected agencies and interested organizations. Preparation of the environmental assessment necessitated a thorough review of the proposed project and relevant environmental issues. Based on this review and assessment, the City Council finds there is no substantial evidence in the record that this project may have a significant direct, indirect or cumulative effect on the environment, and that a

Negative Declaration is appropriate for this project. The City Council further finds the Initial Study and Negative Declaration were timely and properly published and notices as required by CEQA, and no comments were received by the City within the 20-day comment period.

3. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the City of Madera General Plan Land Use Map be amended as specified in attached Exhibit "A".

4. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby finds that the proposed amendment to the City of Madera General Plan Land Use Map is hereby found consistent with all elements of the Madera General Plan.

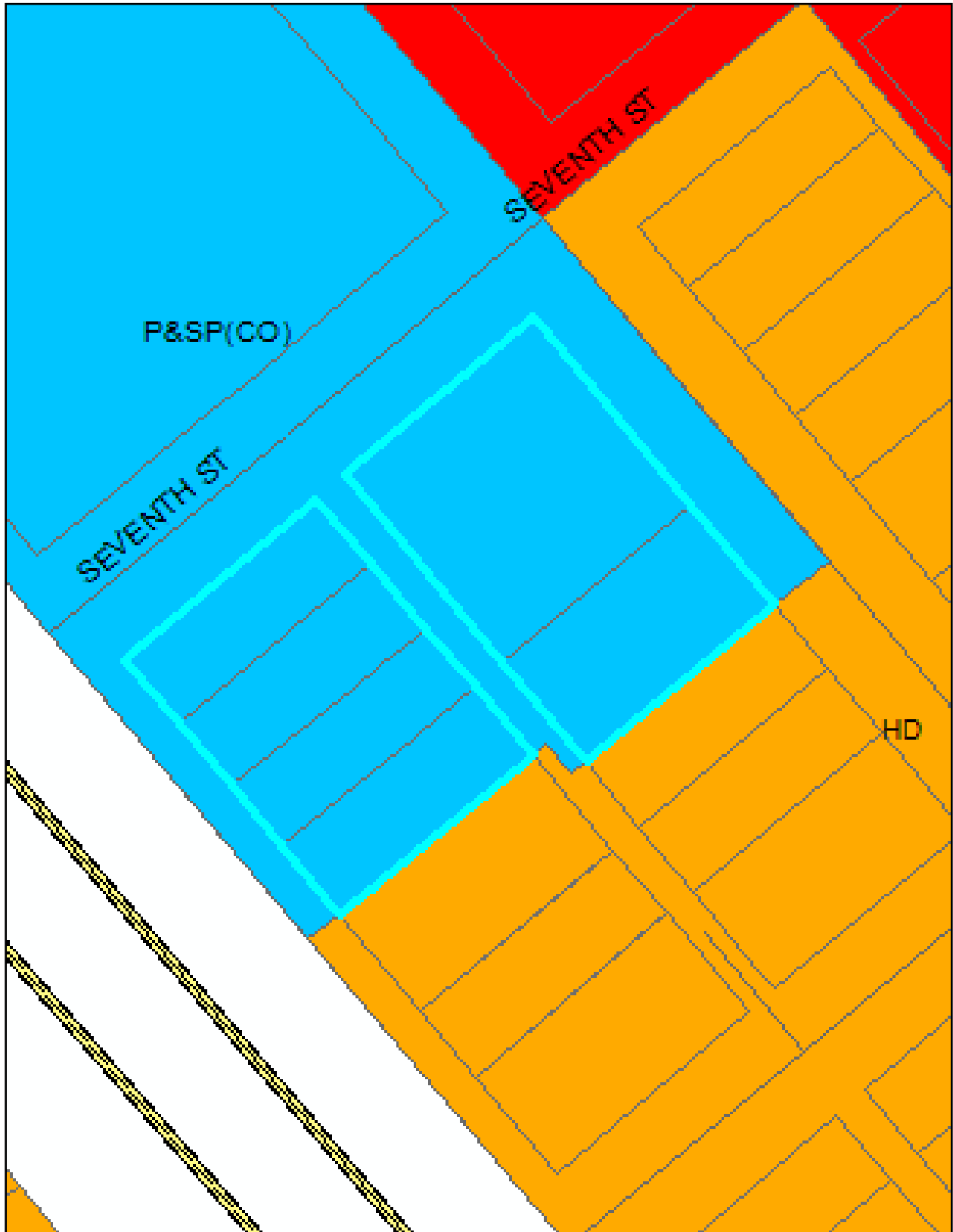
5. This resolution is effective upon adoption.

* * * * *

EXHIBIT 'A'



EXHIBIT 'B'



Attachment 7: Rezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING SIX PARCELS ENCOMPASSING APPROXIMATELY 1.5 ACRES LOCATED ON THE SOUTHWEST CORNER OF THE INTERSECTION OF WEST 7TH STREET AND SOUTH G STREET FROM THE R3 (HIGH DENSITY) ZONE DISTRICT TO THE PF (PUBLIC FACILITY) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

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. 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:

1. The proposed rezone will provide the required consistency between the general plan amendment and zoning.
2. The rezone is not expected to be detrimental to the health, safety, peace, comfort or general welfare of the neighborhood or the city.
3. City services and utilities are available or can be extended to serve the area.

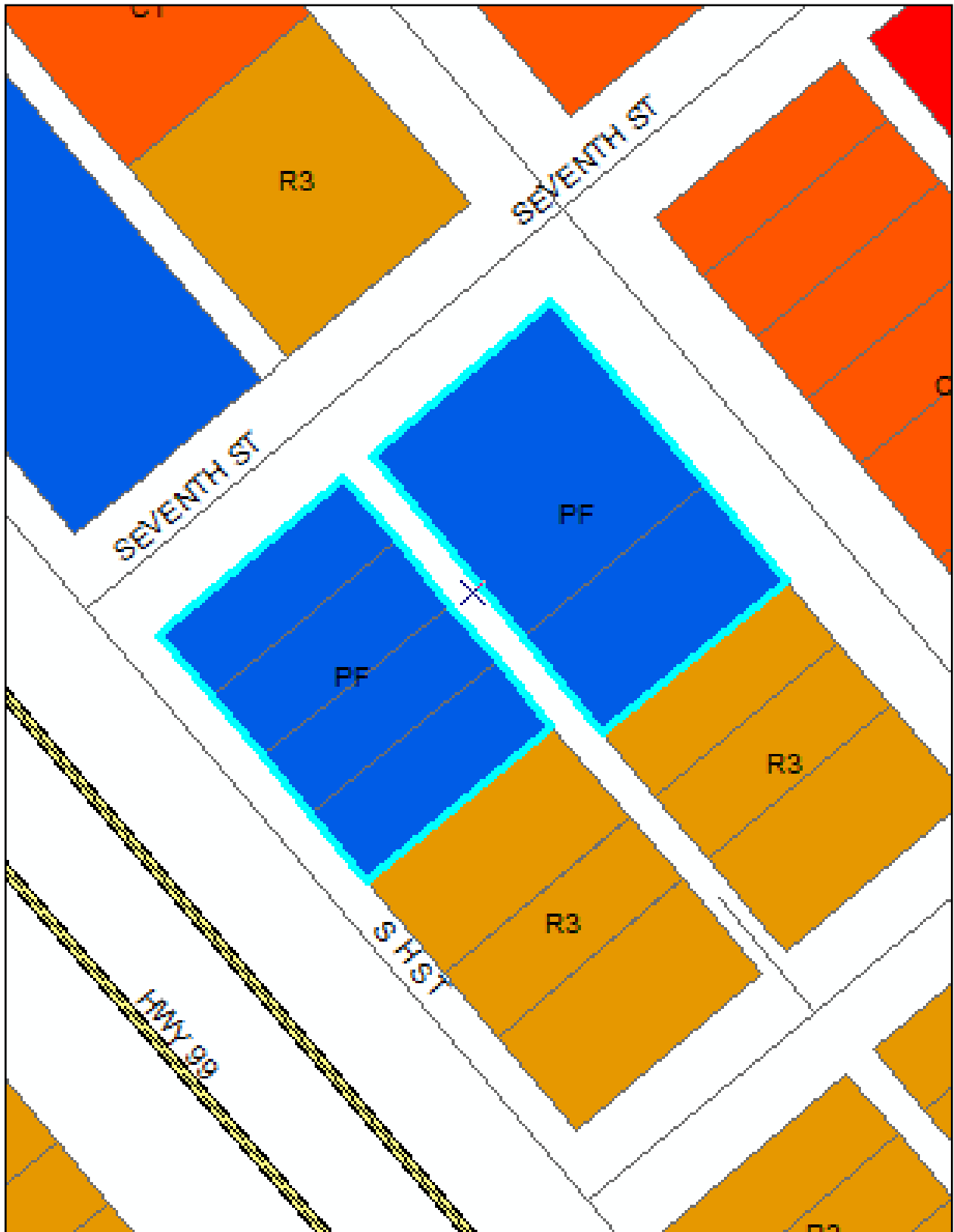
SECTION 3. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

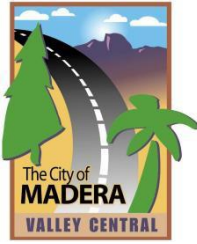
SECTION 4. Upon the effective date, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

SECTION 5. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

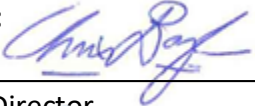
EXHIBIT 'A'





REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: October 16, 2019

Agenda Number: C-2

SUBJECT: ACTIONS RELATING TO ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT 2005-01

Public Hearing and Consideration of:

1. A Resolution of the City Council of the City of Madera, Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.
2. A Resolution of the Council of the City, Calling a Special Election and Submitting to the Voters of Annexation No. 6 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 6 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District.

Conducting of:

3. A Special Election of the Qualified Electors of Annexation No. 6 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof.

Consideration of:

4. A Resolution of the Council of the City, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 6 to CFD 2005-01.

RECOMMENDATION:

After reviewing the above-referenced resolutions and accompanying documents, it is recommended that the City Council (Council) hold the public hearing and, after its close, adopt the resolutions and conduct the special election. If the election is successful, these actions will result in an annexation of territory into the City's CFD 2005-01.

SUMMARY:

At the Council's September 4, 2019 meeting, the Council approved a resolution adopting a boundary map depicting the territory proposed for annexation, and approved a resolution declaring the City's intention to annex the proposed territory into CFD 2005-01.

At tonight's meeting, after the close of the public hearing and adoption of the above-referenced resolutions, if the landowner elects to annex at the special election, the City can proceed with the annexation by adopting a resolution of annexation.

DISCUSSION:

By Resolution No. 05-334, the Council established CFD 2005-01, a Mello Roos Community Facilities District with the intention that future development within the City would annex into this district. The special taxes collected from the property owners within the district are used for the funding of police and fire protection services, storm drain infrastructure maintenance and operations, and park maintenance. Property owner assessments are paid as a component of the property tax collection process. As was originally envisioned with the establishment of the CFD, future residential projects not included in the initial formation process are required to go through an annexation process in order to be included in CFD 2005-01. Projects may be annexed one at a time, or in a group if they are ready at the same time.

The projects Tract 19-S-01, Tract 19-S-02, and Tract 19-S-03 is prepared to proceed with the annexation process into CFD 2005-01. The tracts include 249 residential lots and 2 non-residential lots on 46.11 acres of land. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the sixth annexation. See Attachment 1 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2019/20 Fiscal Year CFD 2005-01 assessment for single family residential development is approximately \$467 per home. Based on this figure, the estimated annual revenue that will be received by the City (Fund 4800) for all 249 homes in the 3 residential tracts will be \$116,283. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

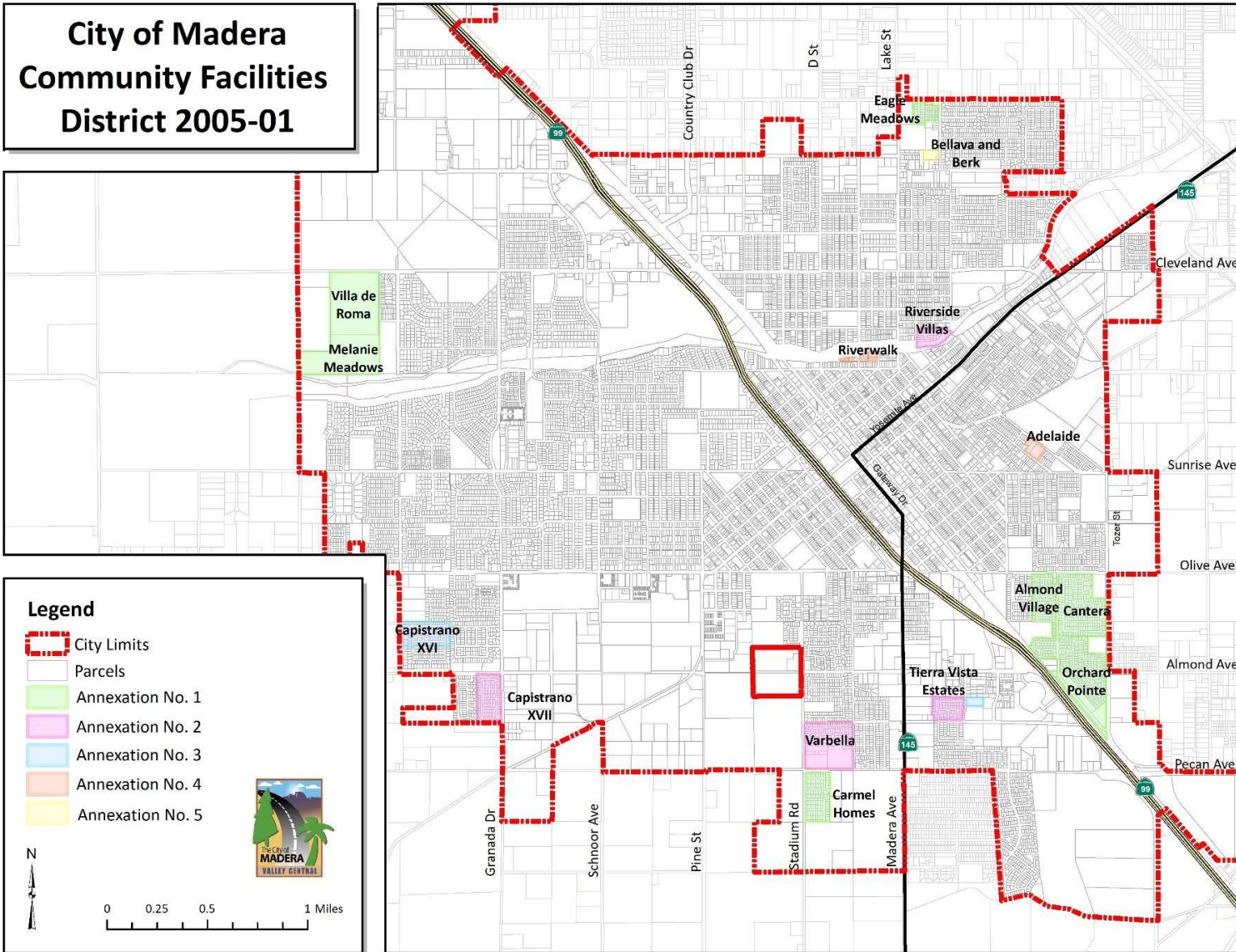
The proposed action is not specifically addressed as part of the plan, is not in conflict with the plan, but rather is sympathetic of the underlying principles of the Vision 2025 Plan.

ALTERNATIVES:

The Council adopted Ordinance C.S. 792, which established the district and its special tax structure, on December 7, 2005. The Council could, at its discretion, consider alternative methods for funding the necessary services that are demanded by residential development and supported by CFD 2005-01. Amendment of the ordinance would be required.

ATTACHMENTS:

1. CFD 2005-01 Annexation Map
2. Resolution of Annexation
 - Exhibit A – Rate and Method of Apportionment
 - Exhibit B – Ballot
3. Resolution Calling for Election
 - Exhibit A – Ballot
4. Resolution of Results of Election
 - Exhibit A – Statement of Votes Cast
 - Exhibit B – Annexation Map
 - Exhibit C – List of Properties



RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
AUTHORIZING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES
DISTRICT NO. 2005-01 AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND
SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS**

WHEREAS, this City Council (Council), on September 4, 2019, adopted Resolution No. 19-147, (hereafter referred to as the “Resolution of Intention”) stating its intention to annex territory to City of Madera Community Facilities District No. 2005-01 (hereafter referred to as “CFD No. 2005-01”), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the “Act”); and

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-01, and a description and map of the proposed boundaries of the territory to be annexed to CFD No. 2005-01 (“Annexation No. 6”), is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein; and

WHEREAS, on the 16th of October, 2019, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-01; and

WHEREAS, at said hearing all interested persons desiring to be heard on all matters pertaining to the annexation of territory to CFD No. 2005-01 and the levy of said special taxes within the area proposed to be annexed were heard and a full and fair hearing was held; and

WHEREAS, prior to the time fixed for said hearing, written protests had not been filed against the proposed annexation of territory to CFD No. 2005-01 by (i) 50% or more of the registered voters, or six registered voters, whichever is more, residing in CFD No. 2005-01, or (ii) 50% or more of the registered voters, or six registered voters, whichever is more, residing in the territory proposed to be annexed to CFD No. 2005-01, or (iii) owners of one-half or more of the area of land in the territory proposed to be annexed to CFD No. 2005-01; and

WHEREAS, a boundary map for Annexation No. 6 to CFD No. 2005-01 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera as follows:

1. The above recitals are all true and correct.

2. All prior proceedings taken by this Council with respect to CFD No. 2005-01 and the proposed annexation of territory thereto have been duly considered and are hereby determined to be valid and in conformity with the Act.

3. The description and map of the boundaries of the territory to be annexed to CFD No. 2005-01, on file with the City Clerk are hereby finally approved, are incorporated herein by reference, and shall be included within the boundaries of CFD No. 2005-01, and said territory is hereby annexed to CFD No. 2005-01, subject to voter approval of the levy of the special taxes therein as hereinafter provided.

4. The services which CFD No. 2005-01 is authorized to finance are in addition to those provided in or required for the territory within CFD No. 2005-01 and the territory to be annexed to CFD No. 2005-01 and will not be replacing services already available. A general description of the services to be financed is as follows:

Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District. On each July 1 following the Base Year the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor as provided in the Rate and Method of Apportionment of the Special Taxes. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing services already available. The Special Tax provides only partial funding for police and fire services.

Park Maintenance of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain park improvements within the District, including recreational facilities, trees, plant material, sod, irrigation systems, sidewalks, drainage facilities, weed control and other abatements, public restrooms, signs, monuments, and associated appurtenant facilities located within the District.

Storm drainage system maintenance and operations of the City of Madera, including but not limited to, labor, material, administration, personnel, equipment, and utilities necessary to maintain and operate the storm drainage system within the District.

5. It is the intention of this legislative body that, except where funds are otherwise available, a special tax sufficient to pay for said services to be provided in CFD No. 2005-01 and the territory proposed to be annexed as part of Annexation No. 6, secured by recordation of a continuing lien against all non-exempt real property in Annexation No. 6, will be levied annually within the boundaries of Annexation No. 6 from and after the annexation of such property to CFD No. 2005-01. The special taxes shall be those as originally authorized through the formation of CFD No. 2005-01 and adopted by Ordinance of this legislative body, and no changes or modifications are proposed in the special taxes from those as originally set forth and made applicable to CFD No. 2005-01.

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 6 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

6. The provisions of the Resolution of Intention of the City each as heretofore adopted by this Council are by this reference incorporated herein, as if fully set forth herein.

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 6 shall be submitted to the voters within Annexation No. 6 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 6 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 6 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 6.

(b) Pursuant to Section 53326 of the Act, the election shall be conducted by mail ballot under section 1340 of the California Elections Code. The Council called a special election to consider the measures described and incorporated as Exhibit "A," which election will be conducted on October 16, 2019 (hereafter referred to as "Election Day"). The City Clerk is the election official to conduct the election and provided each landowner in the territory to be annexed to CFD No. 2005-01, a ballot in the form of Exhibit "B", which form is hereby approved. The City Clerk has accepted the ballots of the qualified electors received prior to 6:00 p.m. on Election Day, whether received by mail or by personal delivery.

(c) This Council hereby further finds that the provision of Section 53326 of the Act requiring a minimum of 90 days to elapse before said election is for the

protection of voters, that the voters have waived such requirement and the date for the election hereinabove specified is established accordingly.

7. This resolution is effective immediately.

* * * * *

EXHIBIT A

CITY OF MADERA COMMUNITY FACILITIES DISTRICT 2005-01 RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX

A Special Tax of Community Facilities District No. 2005-01 of the City of Madera (the "District") shall be levied on all Assessor's Parcels in the District and collected each Fiscal Year commencing Fiscal Year 2006-07 in an amount determined by the City through the application of the rate and method of apportionment of the Special Tax set forth below. All of the real property in the District, unless exempted by law or by the provisions hereof shall be taxed for the purposes, to the extent and in the manner herein provided.

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

"Acre or Acreage" means the land area of an Assessor's Parcel as shown on an Assessor's Parcel Map, or if the land area is not shown on an Assessor's Parcel Map, the land area shown on the applicable final subdivision map, other final map, other parcel map, other condominium plan, or functionally equivalent map or instrument recorded in the Office of the County Recorder. The square footage of an Assessor's Parcel is equal to the Acreage multiplied by 43,560.

"Act" means the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5, Part 1, Division 2 of Titles of the Government Code of the State of California, as amended, which authorizes the establishment of the District to finance: a) police protection services, and b) fire protection and suppression services, c) park maintenance, d) storm drainage system operation and maintenance and other services as defined herein including but not limited to ambulance and paramedic services.

"Administrative Expenses" means the actual or estimated costs incurred by the City as administrator of the District to determine, levy and collect the Special Taxes, including the proportionate amount of the salaries and benefits of City employees whose duties are directly related to administration of the District and the fees of consultants, legal counsel, the costs of collecting installments of the Special Taxes upon the general tax rolls, preparation of required reports; and any other costs required to administer the District as determined by the City.

"Annual Escalation Factor" means the greater of the increase in the annual percentage change of the All Urban Consumers Consumer Price Index (CPI) or three percent (3%). The annual CPI used shall be for the area of San Francisco-Oakland-San Jose, CA as reflected in the then-current April update. The annual CPI used shall be as determined by the United States Department of Labor, Bureau of Labor Statistics, and may be obtained through the California Division of Labor Statistics and Research (www.dir.ca.gov/dlsr). If the foregoing index is not available, the District Administrator shall select a reasonably comparable index.

"Assessor's Parcel" means a lot or parcel shown in an Assessor's Parcel Map with an assigned assessor's parcel number.

"Assessor's Parcel Map" means an official map of the Assessor of the County designating parcels by assessor's parcel number.

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District.

“County” means the County of Madera, California.

“Developed Multi-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“District Administrator” means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2005-01 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family

Residence or Developed Multi-Family Residence.

“Property Owner Association Property” means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

“Service Costs” means the estimated and reasonable costs of providing police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, (iv) City overhead costs associated with providing such services within the District, (v) park maintenance, and (vi) storm drainage system operation and maintenance. On each July 1 following the Base Year, the increases attributed to salaries and benefits shall be calculated and limited to the increase based on the Annual Escalation Factor. The Special Tax will finance Services that are in addition to those provided in or required for the territory within the District and will not be replacing Services already available. The Special Tax provides only partial funding for police services, fire suppression and protection services, park maintenance, and storm drainage system operation and maintenance.

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Property” means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

“Tax Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

“Undeveloped Property” means for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

TABLE 1
MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
¹ Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot
¹ Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances, an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single-Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 6

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, October 16, 2019 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO".

For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 4, 2019?

YES: ☐

NO: ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION
NO. 6 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 THE
PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN
ANNEXATION NO. 6 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION
AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE
SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT**

WHEREAS, pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory to City of Madera Community Facilities District No. 2005-01, County of Madera, State of California (hereafter referred to as "CFD No. 2005-01"); and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-01 (hereafter referred to as "Annexation No. 6") with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-01; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 6 the annual levy of special taxes on taxable property within Annexation No. 6; and

WHEREAS, the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 6;

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 6 as follows:

1. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-01 for each of the 90 days preceding the close of the public hearing on October 16, 2019; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2005-01, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner

shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 6 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 6 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the election on October 16, 2019, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on October 16, 2019.

2. The City Council hereby calls and schedules a special election for October 16, 2019, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 6 to CFD No. 2005-01 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 6 to CFD No. 2005-01.

3. The proposition to be submitted to the voters of Annexation No. 6 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 4, 2019.

4. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

5. The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 6 to CFD No. 2005-01 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 6 to CFD No. 2005-01.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 16th day of October 2019; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

6. This resolution is effective immediately.

* * * * *

EXHIBIT A

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 6

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, October 16, 2019 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on September 4, 2019?

YES: ☐

NO: ☐

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 6 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-01 (hereafter referred to as CFD No. 2005-01); and

WHEREAS, the City Council initiated proceedings to annex certain territory to Community Facilities District No. 2005-01 (hereafter referred to as "Annexation No. 6"); and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 6 has been received from the property owner or owners of such territory; and

WHEREAS, less than twelve (12) registered voters have resided within the territory of Annexation No. 6 for each of the ninety (90) days preceding October 16, 2019, therefore, pursuant to the Act the qualified electors of Annexation No. 6 shall be the "landowners" of Annexation No. 6 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 6; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 6 to the qualified electors of Annexation No. 6 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 6; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 6, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 6 (hereafter referred to as the "Annexation Map"), a copy of which is

attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 6 as follows:

1. The above recitals are all true and correct.
2. This City Council does hereby determine as follows:
 - (a) The unanimous consent to the annexation of Annexation No. 6 to CFD No. 2005-01 has been given by all of the owners within Annexation No. 6 and such consent shall be kept on file in the Office of the City Clerk.
 - (b) Less than twelve (12) registered voters have resided within the territory of Annexation No. 6 for each of the ninety (90) days preceding October 16, 2019, therefore, pursuant to the Act the qualified electors of Annexation No. 6 shall be the "landowners" of such Annexation No. 6 as such term is defined in Government Code Section 53317(f).
 - (c) The qualified electors of Annexation No. 6 have unanimously voted in favor of the levy of special taxes within Annexation No. 6 upon its annexation to CFD No. 2005-01.
3. The boundaries and parcels of territory within Annexation No. 6 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.
4. The City Council does hereby determine and declare that Annexation No. 6 is now added to and becomes a part of CFD No. 2005-01. The City Council, acting as the legislative body of CFD No. 2005-01, is hereby empowered to levy the authorized special tax within Annexation No. 6.
5. Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment No. 6 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
6. This resolution is effective immediately.

* * * * *

Exhibit A
Certificate of Election Official and Statement of Votes Cast

STATE OF CALIFORNIA)
COUNTY OF MADERA) ss.
CITY OF MADERA)

The undersigned, ELECTION OFFICIAL OF THE CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, DOES HEREBY CERTIFY that pursuant to the provisions of Section 53326 of the Government Code and Division 12, commencing with Section 17000 of the Elections Code of the State of California, I did canvass the returns of the votes cast at the

CITY OF MADERA
COMMUNITY FACILITIES DISTRICT NO. 2005-01
ANNEXATION NO. 6
SPECIAL ELECTION

held in the City of Madera, on October 16, 2019.

I FURTHER CERTIFY that this Statement of Votes Cast shows the whole number of votes cast in the area proposed to be annexed, Annexation No. 6 to Community Facilities District No. 2005-01 of the City of Madera for or against the Measure are full, true and correct.

VOTES CASTED: YES _____
 NO _____

WITNESS my hand this _____ day of _____, 2019

ANNEXATION MAP NO. 6 COMMUNITY FACILITIES DISTRICT NO. 2005-01

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

- Annexation Parcel
 Map Reference Number

1 in = 400 feet



MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	008-180-001
2	008-180-002
3	008-180-003
4	008-180-004
5	012-411-001
6	012-422-037

FILED IN THE OFFICE OF THE CITY CLERK THIS _____
DAY OF _____ 20__

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING
PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 6 OF
COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF
MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS
APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT
A REGULAR MEETING, THEREOF, HELD ON THE
DAY OF _____ 20__ BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF MADERA

FILED THIS _____ DAY OF _____
20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN
BOOK _____ PAGE(S) _____ OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. _____ IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA.

COUNTY RECORDER
COUNTY OF MADERA
STATE OF CALIFORNIA

FEE WAIVED PER SECTIONS 27383 & 27388.1(a)(2)(D) OF THE
GOVERNMENT CODE.

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY
FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA
RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE
ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT
AND COMMUNITY FACILITIES DISTRICT ON PAGES 42
THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL
SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND
DIMENSIONS AS SHOWN ON THE MADERA COUNTY
ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR
ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF
SUCH LOTS OR PARCELS.



Exhibit B
Annexation Map

Exhibit C
List of Assessor Parcel Numbers and Landowners

<u>APN</u>	<u>Landowner</u>
008-180-001-000	Joseph Crown Construction and Development, Inc.
008-180-002-000	Joseph Crown Construction and Development, Inc.
008-180-003-000	Joseph Crown Construction and Development, Inc.
008-180-004-000	Joseph Crown Construction and Development, Inc.
012-411-001-000	Joseph Crown Construction and Development, Inc.
012-422-037-000	Joseph Crown Construction and Development, Inc.