

Regular Meeting of the Madera City Council and Special Meeting of the Groundwater Sustainability Agency

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, November 6, 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 Sammie Neely, Mt. Zion Church

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

WRITTEN COMMUNICATIONS:

1. Memo from Dr. Retana regarding policy for non-towing when registered owner arrives to drive vehicle back to point of origin

PRESENTATIONS:

1. Employee Recognition Presented to Lester Jorgensen, Director of Special Transportation Projects for 28 Years of Service
2. Proclamation Recognizing Guru Nanak 550th Gurpurb, or Birth Anniversary

INTRODUCTIONS:

A. WORKSHOP **None**

B. CONSENT CALENDAR

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

- B-1 Minutes – 10/23/18s, 11/07/18, 11/14/18s, 12/05/18, 12/19/18
- B-2 Informational Report on Register Audited Demands (Report by Don Thiesen)
- B-3 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-4 Consideration of a Minute Order Authorizing the Mayor to Sign a Letter in Opposition of the Deletion of the SR 99 Widening Project from Avenue 7 to Avenue 12 from the Draft 2020 Interregional Transportation Improvement Program (ITIP) (Report by Keith Helmuth)
- B-5 Consideration of a Minute Order Adding Correct Exhibit A to Resolution 19-162 Regarding Approval of Funding Amendment Resolution Appropriating \$263,000 to the City of Madera (City) Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 Road Maintenance and Rehabilitation Account (RMRA) 2018-19 Seals and Overlays, City Project No. R-76 (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving Agreement with J.W. Myers, Inc., a California Corporation included in the James W. Myers and Karen S. Myers Family Trust of 1992 for the Relocation of the Propane Tank, Service Island, and Fencing in the Amount of \$48,235 Required for the Olive Avenue Widening and Reconstruction Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

- B-7 Consideration of a Resolution Approving Submittal of a Grant Application for Round 1 Integrated Regional Water Management (IRWM) Implementation Funding Through the State of California Department of Water Resources (DWR) in the Amount of Approximately \$779,653 (Report by Keith Helmuth)

C. PUBLIC HEARINGS

- C-1 Public Hearing relating to approval of Energy Services Agreement with ENGIE SERVICES US, INC.

Conduct Public Hearing and Consider Approval of Resolution of the City Council of the City of Madera making findings required under Government Code Section 4217.10-18 and approving agreement for energy conservation services with ENGIE Services US, Inc., authorizing execution and related actions, and making CEQA exemption findings (Report by Arnolando Rodriguez)

- C-2 Public Hearing relating to Rezoning of Two Parcels

Conduct public hearing and Consider Introduction of an Ordinance Rezoning Two Parcels Encompassing Approximately 0.29 Acres Located Approximated 200 Feet West of the Intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District and Approval of Negative Declaration (Report by Chris Boyle)

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

- D-1 Update on the Status of the Groundwater Sustainability Plan (GSP): Receive Update and Public Comments and Provide Council Input (Report by Keith Helmuth)
- D-2 Second Reading and Consideration of Adoption 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 (Report by Chris Boyle)
- D-3 Consideration of a Request by the Madera Opportunities for Resident Enrichment and Services (MORES) to Allow Prepayment of the Special Tax Associated with Community Facilities District 2005-01 for the Downtown Madera Veterans and Family Housing Project (DMVFHP) (Report by Chris Boyle)

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

G-1 Closed Session Announcement – City Attorney

G-2 Liability Claim pursuant to Government Code §54956.95

Agency Claimed Against: City of Madera

Claimants:

1. Allstate ASO Luz Villagomez
2. Lalezary Law Firm ASO Luz E. Villagomez
3. Lalezary Law Firm ASO Luz Villagomez
4. Lalezary Law Firm ASO Armando Villagomez
5. Lalezary Law Firm ASO Juan Pablo Villagomez
6. Evergreen Lawn Care and Maintenance, Inc. – Agreement and Maintenance Services

G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting on November 20, 2019

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

I, Alicia Gonzales, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the Regular Meeting of the Madera City Council for November 6, 2019, near the front entrances of City Hall and on the City's website www.madera.gov at 5:00 p.m. on October 31, 2019.



Alicia Gonzales, City Clerk



Ezequiel Tafoya Alvarado Academy

26247 Ellis Street Madera, CA 93638

Phone: (559) 675-2070/Fax: (559) 675-2075

<http://etaacharter.com>

Madera City Clerk

RECEIVED

By: *[Signature]*

Date: *10/23/19*

Council Meeting of:

November 6, 2019

Agenda Number:

Written Communications 1.

RETURN TO AGENDA

October 23, 2019

MEMO

TO: MADERA CITY COUNCIL

FROM: DR. NICOLAS M. RETANA, Founder and Executive Director

RE: POLICY REGARDING NON-TOWING WHEN REGISTERED OWNER
ARRIVES TO DRIVE VEHICLE BACK TO POINT OF ORIGIN.

The purpose of this letter is to formally place myself, concerning the above item, on the next City Council Agenda.

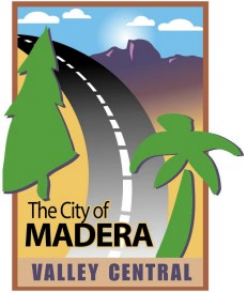
At approximately 11:25 am, on this date, a truck driven by my son John, who does have suspended license, was pulled over and issued a citation for going 45 miles in a zone that was less than that. My son called me as the registered owner of the vehicle to see if I could drive the truck back to my house.

Upon arrival at the scene, Officer Elizabeth Huerta, said that I could not take ownership of the vehicle. She called Ron's Towing. I told her that in the past, I was able to drive the vehicle home and avoid paying the impound charge. I asked her why there was inconsistency with this issue. She was unable to show me a city policy regarding this issue.

I would like for the City Council and Chief of Police to have a consistent policy regarding this issue. As a former Justice Department Official (1996-1997: Director of Special Investigations, Texas); if an issue like this is left to the whim of the police officer, not having a policy leaves plenty of room for discriminatory practices that could result in inquiries of the U.S. Office of Justice and subsequent lawsuits.

I look forward to the discussion of this issue and eventual resolution. Thank you.

[Signature]



Item:	B-1
Minutes for:	10/23/18s
Adopted:	11/06/19

RETURN TO AGENDA

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**October 23, 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.
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

Others present were 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, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Engineering Project Coordinator Ellen Bitter, Public Works Administrative Analyst Mary Church, and Attorney David Hale (provided legal counsel in place of City Attorney Brent Richardson).

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. Discussion and Direction to Staff Regarding Water Conservation Revenues and Related Expenditures and an Update to the City's Water Enterprise Revenue Requirements and Financial Plan (Report by David Merchen)

Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, and Habib Isaac with Raftelis Financial Consultants presented report.

Council Member Holley left at 7:00 p.m.

After discussion Council provided the following direction to Director of Community Development David Merchen: Bring an update report back in December for action to adjust rate by 6% and reduce the water conservation rates by 50%.

2. Council Reports

Mayor Pro-Tem Rodriguez stated that Walk to School for George Washington Elementary event is tomorrow.

Council Member Oliver thanked staff for bringing back this presentation. This is something that should be brought back at least annually.

Mayor Medellin thanked staff and stated he appreciates their input and dedication.

No other reports were offered.

3. Closed Session

3A. Closed Session Announcement – City Attorney

The Council adjourned to closed session at 8:58 p.m. to discuss the items as listed on the agenda.

3B. Conference with Labor Negotiators Pursuant to Government Code §54957.6

Agency Designated Representatives: David Merchen, Andy Medellin, Jose Rodriguez,
Donald Holley

Unrepresented Positions: City Manager, City Attorney and City Clerk

3C. Closed Session Report – City Attorney

The Council returned from closed session at 9:40 p.m. with Mayor Medellin, Council Members Rodriguez, Gallegos, Oliver, Robinson and Rigby present.

Attorney David Hale stated there was no reportable action taken for item 3B.

ADJOURNMENT - The meeting was adjourned at 9:40 p.m. Next regular meeting November 7, 2018.

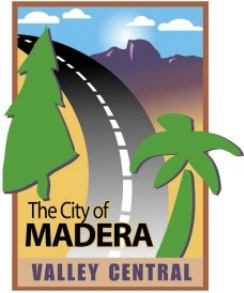
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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:	11/07/18
Adopted:	11/06/19

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**

**November 7, 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
Council Member Charles F. Rigby, District 5
Council Member Donald E. Holley, District 6

Absent: None.

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

INVOCATION: Pastor Sammie Neely, Mount Zion Missionary Baptist

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.

Khalid Chaudry stated that last night was an amazing night. He hopes it is a new beginning and an end to corruption and incompetence at City Hall.

Kay Rhoades commented on the election results. She has taken a great personal hit in business from the City of Madera for the last year and a half. She has been a vendor for 31 years. The business from City of Madera has fallen by two thirds. She believes that it must be because she is speaking up. She would do it again and it has hurt her business financially, but she is still successful and doing well. It does not speak well of this City to punish people who want to get up and speak. It started when she requested money for Friends of Madera Animal Shelter. Many people have told her that they would also like to speak out but they are afraid to lose the business.

Santos Garcia thanked the people of Madera for voting yesterday. We need to believe in our system of democracy where the residents have a say. He wanted to acknowledge everyone who participated in the process. He will work very hard to work with everyone and make Madera the best it can be. He will try to be careful in the words he speaks, and treat will people with dignity and respect. He thanked the residents of Madera.

Veronica Farwell with Madera County Department of Public Health thanked Council Member Rodriguez and Council Member Oliver for participating in Walk to School Day Event on October 24, 2018. She also thanked law enforcement for leading the way. It was a success.

Graciela Valdez with Madera County Department of Public Health invited everyone to participate in the Great American Smoke Out Event on November 15, 2018. Mayor Medellin thanked Madera County Health Department for their efforts and will support by getting their message out.

Sara Machado thanked Council Member Oliver and Council Member Rigby for Pomona Housing, working with the youth, and conducting a clean campaign. She is proud of them and thanked them for everything they have done for the community.

No other comments were offered.

PRESENTATIONS

Proclamation Promoting Small Business Saturday

Mayor Medellin announced that this item is pulled to be brought back at a future meeting.

City Clerk Sonia Alvarez made late distribution announcement regarding item C-6.

Mayor Medellin recessed the Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency at 6:12 p.m.

Housing Authority Chairperson Oliver opened the Special Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:15 p.m.

Mayor Medellin reconvened Regular Meeting of the Madera City Council and Special Meeting of the Madera City Council as the Groundwater Sustainability Agency at 6:16 p.m.

INTRODUCTIONS None.

A. WORKSHOP

A-1 City of Madera Groundwater Sustainability Agency Update on the Madera Sub-basin Groundwater Sustainability Plan (Presentation by David Merchen)

Director of Community Development David Merchen 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-4 was pulled by Council Member Gallegos for discussion.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE CONSENT CALENDAR WITH EXCEPTION OF ITEM B-4 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

B-1 Minutes – City & GSA 10/18/17, City 11/01/17 and 11/15/17

B-2 Warrant Disbursement Report 10/09/18 – 10/29/18 (Report by Tim Przybyla)

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

B-4 Consideration of Resolution Approving Agreement with Akel Engineering Group, Inc., for Hydraulic Modeling Services for the Water Storage Tank, Pump Station, and Transmission Main Project and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

After discussion Council moved to approve item B-4.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM B-4, RES. NO. 18-210 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-210 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH AKEL ENGINEERING GROUP, INC., FOR

**HYDRAULIC MODELING SERVICES FOR THE WATER STORAGE TANK, PUMP
STATION, AND TRANSMISSION MAIN PROJECT**

- B-5 Consideration of a Resolution Approving a Lease Agreement and Memorandum of Lease with AT&T Wireless for Antenna Space on the Madera Loy E Cook Water Tower and for an Equipment Pad Location on the Grounds Below the Water Tower and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Souders)

RES. NO. 18-211 RESOLUTION OF THE CITY COUNCIL OF MADERA, APPROVING A LEASE AGREEMENT AND MEMORANDUM OF LEASE AND ALL DOCUMENTS NECESSARY TO EFFECTUATE THE LEASE AGREEMENT WITH AT&T WIRELESS FOR ANTENNA SPACE ON THE MADERA LOY E COOK WATER TOWER AND FOR AN EQUIPMENT PAD LOCATION ON THE GROUNDS BELOW THE WATER TOWER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

- B-6 Consideration of a Resolution Approving Amendment No. 2 to the Agreement with Stantec Consulting Services, Inc. for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects and Authorizing the Mayor to Sign the Amendment on Behalf of the City; and

RES. NO. 18-212 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2 TO THE AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR WASTEWATER TREATMENT PLANT MAINTENANCE PROJECTS AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

Consideration of a Resolution Amending the City of Madera FY 2018/19 Budget for Professional Engineering Services for Wastewater Treatment Plant Maintenance Projects (Report by John Scarborough)

RES. NO. 18-213 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE FY 2018/19 ANNUAL BUDGET TO INCREASE EXPENDITURE ALLOCATIONS IN THE SEWER CAPITAL OUTLAY BUDGET TO PROVIDE FOR PROFESSIONAL ENGINEERING SERVICES

- B-7 Consideration of a Resolution of the City Council of the City of Madera Declaring its Intention to Reimburse itself from the Proceeds of Debt Related to Financing the New Fire Station (Report by Tim Przybyla)

RES. NO. 18-214 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA DECLARING ITS INTENTION TO REIMBURSE ITSELF FROM THE PROCEEDS OF DEBT RELATED TO FINANCING THE NEW FIRE STATION

- B-8 Consideration of a Resolution of the City Council of the City of Madera Adopting the November 2018 City of Madera Investment Policy (Report by Tim Przybyla)

**RES. NO. 18-215 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
ADOPTING THE NOVEMBER 2018 CITY OF MADERA INVESTMENT POLICY**

B-9 Consideration of a Resolution Approving a Memorandum of Understanding Between the City of Madera and the Madera Police Officers' Association and Authorizing the City Administrator to Sign the Memorandum (Report by Wendy Silva)

**RES. NO. 18-216 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A
MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF MADERA AND
THE MADERA POLICE OFFICERS' ASSOCIATION AND AUTHORIZING THE CITY
ADMINISTRATOR TO SIGN THE MEMORANDUM**

B-10 Consideration of a Resolution Approving Agreement for Purchase and Sale of Real Property with the Property Owner, Authorizing the Mayor to Execute the Agreement, Acceptance of Easement Deed and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deed for the Olive Avenue Widening and Reconstruction Project Between Gateway Drive and Knox Street (Report by Keith Helmuth)

**RES. NO. 18-217 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH
THE PROPERTY OWNER AND ACCEPTANCE OF EASEMENT DEED FOR THE OLIVE
AVENUE WIDENING AND RECONSTRUCTION PROJECT**

B-11 Consideration of a Resolution Approving Lexis Advance Subscription Amendment for Online Research Services with Lexis Nexis and Authorizing the Mayor to Execute the Amendment and any Documents Necessary to Effectuate the Amendment (Report by Brent Richardson)

**RES. NO. 18-218 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING LEXIS
ADVANCE SUBSCRIPTION AMENDMENT FOR ONLINE RESEARCH SERVICES WITH
LEXIS NEXIS AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT
AND ANY DOCUMENTS NECESSARY TO EFFECTUATE THE AMENDMENT**

B-12 Consideration of a Minute Order Approving Designation of Community Development Director as Acting City Manager for Purposes of Execution of Documents and Taking of Actions Routinely Performed by City Manager Pending Appointment of New City Manager (Report by Brent Richardson)

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

C-1 A Noticed Public Hearing and Consideration of Resolutions Authorizing the Annexation of Property into Community Facilities District 2005-01 (CFD), Levying a Special Tax Associated with the CFD, Calling for and Conducting a Special Election Addressing Annexation into the CFD, Certifying the Results of the Election and Adding Territory to the CFD (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

City Clerk Sonia Alvarez declared the Notice of Public Hearing was published on October 20, 2018.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

City Clerk declared:

- No written protests received.
- There are less than twelve registered voters within the Communities Facilities District.
- Written consents to hold the Community Facilities District elections today have been received from all land owners within the proposed Annexation No. 4.
- Concur with holding of the special election for the Annexation No. 4.

City Clerk requested the City Council consider adoption of the two resolutions as noted on the Agenda.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-1-1, RES. NO. 18-219 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-219 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

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RIGBY, ITEM C-1-2, RES. NO. 18-220 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-220 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 4 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 A PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 4 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT

City Clerk Sonia Alvarez announced she received one ballot for Proposition A. The number of votes for one ballot is a total of six votes.

City Clerk declared the proposition passed unanimously by a vote of Ayes: 6 / Noes: 0.

City Clerk requested the City Council consider adoption of the third resolution declaring the election results.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-1-3, RES. NO. 18-221 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**RES. NO. 18-221 A 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.4 TO
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

C-2 Second Reading and Consideration of Adoption 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 presented report.

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

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, FURTHER READING WAS WAIVED, AND ORD. NO. 956 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**ORD. 956 C.S. 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 A Noticed Public Hearing and Consideration of Adoption of a Resolution of the City Council of the City of Madera Adopting the Madera County Local Hazard Mitigation Plan and Incorporating the Madera County Local Hazard Mitigation Plan by Reference into the Health and Safety Element of the 2009 General Plan (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-3, RES. NO. 18-222 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

**RES. NO. 18-222 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
ADOPTING THE MADERA COUNTY LOCAL HAZARD MITIGATION PLAN AND
INCORPORATING THE MADERA COUNTY LOCAL HAZARD MITIGATION PLAN BY
REFERENCE INTO THE SAFETY ELEMENT OF THE GENERAL PLAN**

C-4 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 0.69 Acres of Land Located at the Southeast Corner of the Intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District (APN: 006-360-016) (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

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

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM C-4, INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.69 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF LINDEN STREET AND WEST PARK DRIVE FROM THE R1 (LOW DENSITY RESIDENTIAL) ZONE DISTRICT TO THE PD 4500 (PLANNED DEVELOPMENT) ZONE DISTRICT

C-5 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Prezoning Approximately Twenty Acres Located on the West Side of Stadium Road South of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APN: 034-070-011) (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

Mayor Medellin opened the public hearing

April Molina asked if there has been any consideration taken for traffic and parking in the area. Acting Planning Manager Chris Boyle responded this project may be the solution for the traffic in the area because one the constraints is that Almond Avenue doesn't connect to Pine Street. A component of this subdivision is the development of Almond Avenue to a half street standard. The northern 40 feet will be improved with Almond Avenue, this would provide better circulation in and around the high school.

Mayor Medellin closed the public hearing.

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

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, FURTHER READING WAS WAIVED, AND ITEM C-5, INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 19.95 ACRES OF PROPERTY (APN: 034-070-011), LOCATED ON THE WEST SIDE OF STADIUM ROAD (ROAD 26 ½), SOUTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT

- C-6 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Two Parcels Encompassing Approximately Twenty Acres Located on the West Side of Stadium Road North of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APNs: 034-070-067 and 068) (Report by Chris Boyle)

Acting Planning Manager Chris Boyle advised Council that the prezone application has been withdrawn and will not move forward. No action is needed by Council and this item is pulled from consideration.

- C-7 Public Hearing and Consideration of Resolution Establishing 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 (Report by Keith Helmuth)

Engineering Project Coordinator Ellen Bitter presented report.

Mayor Medellin opened the public hearing and there being no speakers, closed the public hearing.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-7, RES. NO. 18-223 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-223 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ESTABLISHING 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

Mayor Medellin requested that Item D-1 be moved ahead of Item C-8. Council concurred.

- C-8 Consideration Of:

- 1) A Resolution Awarding a 3-Year Agreement with Two Optional One-Year Extensions for City of Madera Transit Services to MV Public Transportation, Inc., for a Total Price not to Exceed \$7,257,301; and,

Grant Administrator Ivette Iraheta and Grants Program Manager Debra McKenzie presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-8(1), RES. NO. 18-224 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-224 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA PROVIDING A 3-YEAR AGREEMENT WITH TWO OPTIONAL ONE-YEAR EXTENSIONS FOR CITY OF MADERA TRANSIT SERVICES TO MV PUBLIC TRANSPORTATION, INC., FOR A TOTAL CONTRACT PRICE NOT TO EXCEED \$7,257,301

- 2) A Resolution Approving a Lease Agreement with MV Public Transportation, Inc. for Property at the Intermodal Building, and Authorize the Mayor to Execute the Necessary Documents on Behalf of the City (Report by Ivette Iraheta)

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-8(2), RES. NO. 18-225 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-225 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA APPROVING A LEASE AGREEMENT WITH MV PUBLIC TRANSPORTATION, INC. FOR USE OF OFFICE SPACE AT THE INTERMODAL FACILITY AND AUTHORIZING THE MAYOR TO EXECUTE ALL RELATED DOCUMENTS

- C-9 A. Consideration of a Resolution Amending the Classification Plan to Replace the City Administrator Job Classification with the City Manager Job Classification and Setting the Salary Range for the City Manager

Mayor Medellin presented report.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-9(A), RES. NO. 18-226 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-226 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE EMPLOYEE CLASSIFICATION PLAN ADOPTED BY RESOLUTION NO. 00-13 AND SETTING THE RATE OF COMPENSATION FOR THE CITY MANAGER

Mayor Medellin made the following announcement:

If approved, the proposed City Manager At-Will Employment Agreement would employ Arnoldo Rodriguez as the City Manager effective December 3, 2018 with an annual salary of \$184,723.91. Other terms and conditions of employment are as stated in the employment agreement.

- B. Consideration of a Resolution Approving an At Will Employment Agreement with Arnoldo Rodriguez to Serve as City Manager of the City of Madera (Report by Wendy Silva)

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM C-9(B), RES. NO. 18-227 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

RES. NO. 18-227 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AT-WILL EMPLOYMENT AGREEMENT WITH ARNOLDO RODRIGUEZ TO SERVE AS CITY MANAGER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

D. WRITTEN COMMUNICATIONS:

Mayor Medellin requested that Item D-1 be moved ahead of Item C-8. Council concurred.

- D-1 Consideration of a Written Request by the Madera Evening Lions Club Seeking Council Approval to Cover the Cost of Police and Public Works Fees in Conjunction with the Candlelight Christmas Parade (Report by Josiah Arnold)

Police Chief Dino Lawson Police presented report.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM D-1, REQUEST TO COVER COST OF POLICE AND PUBLIC WORKS FEES IN CONJUNCTION WITH THE CANDLELIGHT CHRISTMAS PARADE WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, RIGBY, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Holley reported thanked everyone for prayers for his family on the loss of his brother.

Mayor Medellin reported welcomed new City Manager Arnoldo Rodriguez.

No other reports were offered.

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

Mayor Medellin recessed meeting at 8:01 p.m.

Mayor Medellin reconvened meeting at 8:10 p.m.

The Council adjourned to closed session at 8:10 p.m. to discuss the items as listed on the agenda.

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

Agency Designated Representatives: David Merchen, Andy Medellin, Jose Rodriguez,
Donald Holley

Unrepresented Positions: City Attorney and City Clerk

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

- G-4 Closed Session Report – City Attorney

The Council returned from closed session at 8:20 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 8:21 p.m. Next regular meeting November 21, 2018.

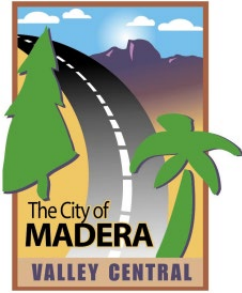
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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:	11/14/18s
Adopted:	11/06/19

RETURN TO AGENDA

**MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL AND
REGULAR MEETING OF THE MADERA CITY COUNCIL AS THE
SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY**

**November 14, 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
Council Member Donald E. Holley, District 6

Absent: Council Member Charles F. Rigby, District 5

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, Acting City Manager David Merchen, and Director of Financial Services Tim Przybyla.

INVOCATION: Pastor Sammie Neely, Mount Zion Missionary Baptist

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

PUBLIC COMMENT:

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

No comments were offered.

Mayor Medellin recessed the Special Meeting of the Madera City Council and Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency at 6:03 p.m.

Housing Authority Chairperson Oliver opened the Special Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:20 p.m.

Mayor Medellin reconvened Special Meeting of the Madera City Council and Regular Meeting of the Madera City Council as the Successor Agency to the former Madera Redevelopment Agency at 6:21 p.m.

PRESENTATIONS: None.

INTRODUCTIONS None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

There are no items for this section.

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

C-1 Consideration of a Resolution Approving a Fifth Amendment to the City Clerk At-Will Employment Agreement and Authorizing the Mayor to Execute the Amendment (Report by David Merchen)

Acting City Manager David Merchen presented report.

Mayor Medellin made the following announcement:

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

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 18-228 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RIGBY. ABSTAIN: NONE.

RES. NO. 18-228 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FIFTH AMENDMENT TO THE CITY CLERK 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

- E-1 Request for Direction Regarding Council Meeting Scheduled 11/21/18 and Review/Discuss Water Rate Increase Timeline (Report by David Merchen)

Acting City Manager David Merchen presented report.

After discussion Council directed to Acting City Manager David Merchen to cancel the November 21, 2018 Council Meeting and move water rate increase timeline discussion until December 19, 2019.

F. COUNCIL REPORTS

No reports were offered.

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 6:30 p.m. to discuss the items as listed on the agenda.

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

Agency Designated Representatives:	Andy Medellin, Cece Gallegos
Unrepresented Position:	Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

- G-3 Closed Session Report – City Attorney

The Council returned from closed session at 7:40 p.m. with all members present.

City Attorney Brent Richardson reported there was no reportable action taken for item G-2.

ADJOURNMENT - The meeting was adjourned at 7:42 p.m. Next regular meeting November 21, 2018.

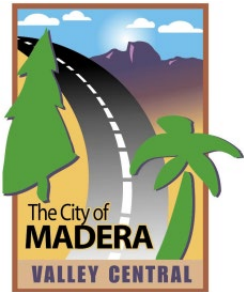
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	12/05/18
Adopted:	11/06/19

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**

**December 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/Council Member Elect Cece Gallegos, District 1
Council Member William Oliver, District 3
Council Member Elect Steve Montes, District 3
Council Member Derek O. Robinson Sr., District 4
Council Member Elect Santos Garcia, District 5
Council Member Donald E. Holley, District 6

Absent: Council Member Charles F. Rigby, District 5

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Manager Arnoldo Rodriguez, Director of Community Development David Merchen, 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, and Fire Battalion Chief James Forga.

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.

Pam Tyler spoke on behalf of tenants of 329 South I Street. They are displaced due to a tenant accidentally running vehicle into a structure. There is no electricity at the building and she felt that Madera Management Company is not doing enough. She thanked Chief Lawson because he placed some of the families in a hotel for three nights.

Alexis is a tenant at 329 South I Street and she also discussed concerns and hardships due to the lack of electricity in her home. She urged Council to help by making Madera Management Company move quickly resolve this issue.

Mayor Medellin responded that he could not speak on behalf of Madera Management Company however he has personally spoken to PG&E and they are ready as soon as the new electrical box is installed. Our Building Department is checking on the contractor daily to ensure that the work is being done. With his understanding, power may be restored by this Friday. We here at City Hall are aware of this problem and are doing everything we can.

Leroy Gee with California Rural Legal Assistance in Madera also discussed concerns of tenants of 329 South I Street. He spoke of tenants suffering from health problems during this displacement. He also urged City Council to pass stronger ordinances to make management and landlords responsible and put up tenants who are displaced through no fault of their own in housing or other accommodations.

Eddie Block thanked outgoing council members for doing a great job. While they did not do everything he wanted them to do, they were always there for him.

April Molina also thanked outgoing council members and welcomed new members. She appreciates everything the outgoing members did. Also, she and her husband are praying for the new members.

No other comments were offered.

PRESENTATIONS None.

INTRODUCTIONS Arnoldo Rodriguez, City Manager

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.

Mayor Medellin announced that Item B-8 was pulled to be brought back at a future meeting.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER GALLEGOS, THE CONSENT CALENDAR WITH EXCEPTION OF ITEM B-8 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RIGBY. ABSTAIN: NONE.

- B-1 Minutes – 12/06/17, 12/13/17, 12/20/17, 09/18/18
- B-2
 - A. Warrant Disbursement Report 10/30/18 – 11/12/18
 - B. Warrant Disbursement Report 11/1/18 – 11/26/18 (Report by Tim Przybyla)
- B-3 Water Conservation Report for 10/22/18 – 11/18/18 (Report by John Scarborough)
- B-4 Informational Report on Personnel Activity (Report by Wendy Silva)
- B-5 Consideration of a Minute Order Accepting the Sunrise Rotary Sports Complex Soccer Field Lighting, City Project No. PK 13-2018, CDBG Project No. B10MC060053-10218020-7030 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-6 Consideration of a Minute Order Accepting the Reclamite Application on Various City Streets, City Project No. R-74 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-7 Consideration of a Minute Order Accepting the Chip Seal Application on Various City Streets, City Project No. R-75 and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

Item B-8 was pulled to be brought back at a future meeting.

- B-8 Informational Report on Procurement of Emergency Services by Madera Pumps, Inc. at City of Madera Well 20 (Report by John Scarborough)
- B-9 Consideration of a Resolution of the City Council, of the City of Madera, California, Approving a Subordination Agreement for Irma Morales for a CalHOME Owner-Occupied Residential Rehabilitation Program Loan and Authorizing the City Manager to Sign the Subordination Agreement on Behalf of the City of Madera (Report by Ivette Iraheta)

RES. NO. 18-229 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A SUBORDINATION AGREEMENT FOR IRMA MORALES FOR A CALHOME OWNER-OCCUPIED RESIDENTIAL REHABILITATION PROGRAM LOAN AND AUTHORIZING THE CITY MANAGER TO SIGN THE SUBORDINATION AGREEMENT ON BEHALF OF THE CITY OF MADERA

- B-10 Consideration of a Resolution Approving Establishing Budget Amendments to Account for Program Income in the HOME and CalHOME Assistance Programs (Report by Ivette Iraheta)

RES. NO. 18-230 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING ESTABLISHING BUDGET AMENDMENTS TO ACCOUNT FOR PROGRAM INCOME IN THE HOME AND CALHOME HOUSING ASSISTANCE PROGRAMS

- B-11 Consideration of a Resolution Approving the Final Map for the Melanie Meadows Subdivision Phase I, Approving Subdivision Agreement, Authorizing Staff to Record Final Map and Subdivision Agreement, Accepting Dedication of Lands for Public Use and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

RES. NO. 18-231 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE MELANIE MEADOWS SUBDIVISION PHASE I, APPROVING SUBDIVISION AGREEMENT, AUTHORIZING STAFF TO RECORD FINAL MAP AND SUBDIVISION AGREEMENT, ACCEPTING DEDICATION OF LANDS FOR PUBLIC USE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

Consideration of a Resolution Approving Annexation of the Melanie Meadows Subdivision Phase I into Zone of Benefit 21D; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 21D for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

RES. NO. 18-232 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION OF THE MELANIE MEADOWS SUBDIVISION PHASE I INTO ZONE OF BENEFIT 21 D; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 21 D FOR FISCAL YEAR 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

- B-12 Consideration of a Resolution Approving a Memorandum of Understanding (MOU) Between City and State Center Community College Center District (District) for Madera Community College Center Max Expansion - Fixed Route 3 and Authorizing the Mayor to Execute the MOU on Behalf of the City (Report by Ivette Iraheta)

RES. NO. 18-233 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN CITY AND STATE CENTER COMMUNITY COLLEGE CENTER DISTRICT (DISTRICT) FOR MADERA COMMUNITY COLLEGE CENTER MAX EXPANSION - FIXED ROUTE 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE MOU ON BEHALF OF THE CITY

- B-13 Consideration of a Resolution Approving Business Subdivision Agreement for Trench and USS with Pacific Bell Telephone Company dba AT&T California for the Fire Station No. 58 Project (Report by Keith Helmuth)

RES. NO. 18-234 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A BUSINESS SUBDIVISION AGREEMENT FOR TRENCH AND USS WITH PACIFIC BELL TELEPHONE COMPANY DBA AT&T CALIFORNIA FOR THE FIRE STATION NO. 58 PROJECT

B-14 Consideration of a Minute Order Acceptance of the Construction of 2017-18 City ST. 3R and ADA Project City Project No. R-65 State Project No. LPPSB1L-5157(112) (Report by Keith Helmuth)

B-15 Consideration of a Resolution Appointing Ramon Lopez-Maciel to the City of Madera Planning Commission (Report by Chris Boyle)

**RES. NO. 18-235 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPOINTING RAMON LOPEZ-MACIEL TO THE CITY OF MADERA PLANNING
COMMISSION**

B-16 Consideration of Resolution Approving a Request from the Madera Downtown Association to Utilize Parking District Funds for Crow Abatement Purposes and Authorizing and Approving Amendments to the City of Madera Fiscal Year 2018/2019 Budget (Report by Tim Przybyla)

**RES. NO. 18-236 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A REQUEST FROM THE MADERA DOWNTOWN ASSOCIATION TO
UTILIZE PARKING DISTRICT FUNDS FOR CROW ABATEMENT PURPOSES AND
AUTHORIZING AND APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL
YEAR 2018/2019 BUDGET**

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 0.69 Acres of Land Located at the Southeast Corner of the Intersection of Linden Street and West Park Drive from the R1 (Low Density Residential) Zone District to the PD 4500 (Planned Development) Zone District (APN: 006-360-016) (Report by Chris Boyle)

Director of Community Development David Merchen presented report.

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

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ORD. NO. 957 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RIGBY. ABSTAIN: NONE.

**ORD 957 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE
OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.69
ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF
LINDEN STREET AND WEST PARK DRIVE FROM THE R1 (LOW DENSITY
RESIDENTIAL) ZONE DISTRICT TO THE PD 4500 (PLANNED DEVELOPMENT) ZONE
DISTRICT**

C-2 Second Reading and Consideration of Adoption of an Ordinance Prezoning Approximately Twenty Acres Located on the West Side of Stadium Road South of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APN: 034-070-011) (Report by Chris Boyle)

Director of Community Development David Merchen stated item was pulled to be brought back at a future meeting.

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 Robinson reported he attended the Madera County Adult Probation's Fall 2018 Ceremony where eighteen people completed the program.

Council Member Robinson also reported he attended the League of Cities Strategic Goals for 2019 meeting. Some of 2019's goals include: additional funding and tools to address housing and homelessness challenges; disaster preparedness; promote sustainability of public pensions and retirement benefits; and address public safety concerns. Mayor Medellin asked Council Member Robinson if he could bring back additional information regarding funding for housing and homelessness? Council Member Robinson yes there is a lot of information.

Mayor Pro-Tem Rodriguez thanked audience because it is always nice to see the chamber full of new and old faces. He also thanked Council Member Oliver and Council Member Rigby for their contributions to the City.

Council Member Oliver reported that Riverside and Sierra Street held their first Neighborhood Watch Meeting last week and there was over thirty people in attendance. It was a very productive meeting.

Council Member Oliver also reported he participated in Pomona Ranch meeting and the Affordable Housing Sustainable Grant Fund meeting today.

Mayor Medellin also spoke about Neighborhood Watch and mentioned that we have over 100 neighborhoods participating. The community appreciates the fact that we are bringing City Hall to the streets. The partnerships between community policing and Madera Police Department has been successful. He thanked the Police Department for their involvement and being proactive. He also recognized and thanked Community Outreach Coordinator Christina Herrera for her efforts.

No other reports were offered.

G. CLOSED SESSION

There are no items for this section.

COUNCIL REORGANIZATION

1. Consideration of a Resolution Declaring the Results of General Municipal Election Held on November 6, 2018 (Report by Sonia Alvarez)

City Clerk Sonia Alvarez announced the Madera County Clerk has issued the official results for the election held on November 6, 2018 and read the results into the records.

District 1:	CeCe Gallegos	Votes: 2,134
	Steve Salter	Votes: 918
District 3:	Steve Montes	Votes: 725
	Will Oliver	Votes: 537
District 5:	Santos Garcia	Votes: 607
	Charles Rigby	Votes: 394

City Clerk Sonia Alvarez requested Council adopt resolution declaring CeCe Gallegos as the Council Member representing District 1, Steve Montes as Council Member representing District 3, and Santos Garcia as Council Member representing District 5 having passed with the majority of the votes received.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, REORGANIZATION ITEM 1, RES. NO. 18-237 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS RODRIGUEZ, GALLEGOS, ROBINSON, OLIVER, AND HOLLEY. NOES: NONE. ABSENT: COUNCIL MEMBER RIGBY. ABSTAIN: NONE.

RES. NO. 18-237 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING THE RESULTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 6, 2018

2. Ceremonial Oath of Office - Following Oath Outgoing Members Step Down and New Council Members Take Seat at Dais

Council Member Elect for District 1 - CeCe Gallegos
Council Member Elect for District 3 - Steve Montes
Council Member Elect for District 5 - Santos Garcia

City Clerk Sonia Alvarez called Council Member Elect CeCe Gallegos to the dais area where Jim Taubert administered the oath.

City Clerk Sonia Alvarez called Council Member Elect Steve Montes to the dais area where Victor Montes administered the oath.

City Clerk Sonia Alvarez called Council Member Elect Santos Garcia to the dais area where Dillon Savory administered the oath.

Following oath Mayor Medellin announced outgoing council members step down and new council members take seat at dais.

3. Consideration of Selection of Mayor Pro Tem (Report by Sonia Alvarez)

Mayor Medellin stated by resolution 12-210 the Mayor Pro-Tem is nominated by someone who has not served as Mayor Pro-Tem yet. In this case we have two council members. We choose the one who received the most votes. That is Council Member Steve Montes.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, REORGANIZATION ITEM 3, APPROVING SELECTING STEVE MONTES AS THE MAYOR PRO-TEM BY A VOTE OF 7-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, GARCIA, AND HOLLEY. NOES: NONE. ABSENT: NONE. ABSTAIN: NONE.

4. Presentation to Outgoing Council Members
Council Member for District 3 – William Oliver
Council Member for District 5 – Charles Rigby

Mayor Medellin presented a plaque to outgoing Council Member William Oliver and said it was an honor to work side by side with him. Mayor Medellin thanked him for his efforts and his service to the people of Madera.

Former Council Member William Oliver stated the evening he was sworn in as a Madera City Council Member was one of his proudest moments. He will leave the Council Chambers how he entered it, with his head held high, pride on they accomplished by working together, with a big heart for this city and our people, and optimistic for its future. He could not have done that without an amazing team. He congratulated new City Manager, he is very proud to take part of the process. He also congratulated the new Council Members and requested the community to get behind them because their successes will be our community successes. He thanked his City Council colleagues both past and present. He had great relationships with each of the members and enjoyed the spirited discussion and debates. He thanked staff and appreciated their professionalism, hard work, and they never failed to show their dedication to our City. He also thanked David Tooley, Jim Taubert and Steve Frazier for their leadership in Madera. He thanked and appreciated the partnerships with Madera residents and Neighborhood Watch leaders of District 3. There will be times where the work will be discouraging, but the greatest opportunities presents itself during those times. To look out beyond this chamber and see the goodness that exists in our City. That is the most valuable part about being on the City Council, it is getting out there and seeing before doing. Examples like Eddie Block, because of him we have a Business Watch. April Molina who revived Love Madera and organized folks which generated thousands of hours of volunteerism cleaning up our river, downtown and our parks. He believes that goodness is alive and well in Madera and hopes that they will lean on that goodness to draw inspiration especially when facing difficult decisions. He wishes this council well and is confident they will carry out its work with an open mind and most importantly with an eye towards its future. He also extended his support and thanks to the families of the new council members because he knows how much sacrifice it requires to support these men and women up there. He looks forward to returning to the position of community member. It is one he valued the most as a City Council Member. He thanked everyone for the opportunity to serve and partnerships. He wishes Madera and the community the best in the years to come.

5. Newly Elected Council Members Opportunity to Speak

Council Member CeCe Gallegos introduced and thanked her family that was in attendance. She thanked the citizens of Madera for giving her the opportunity to serve for four more years and will make them all

proud. She will do what it takes and give 110%. We will do more great things for Madera with our new City Manager.

Mayor Pro-Tem Steve Montes stated running for City Council was an eye opening and challenging experience. He has had a lot of support from many people. He thanked his wife, children, parents, and team for being supportive. He looks forward to working with the entire community to ensure that we have an inclusive and well-run government that works for all members of this beautiful city. He thanked District 3 residents for giving him the opportunity to work for the City of Madera.

Council Member Garcia stated that he grew up as a farm worker in Madera. He thanked everyone who helped him in the Madera City Council race. He thanked Dillon, his wife, children, Valley Forward, his labor family (Carpenters, Sheet Metal Workers, Iron Workers, Plumbers, and SEIU), Ruben Zarate, and members of Madera's business community. The highlight of his campaign is when Dolores Huerta supported his campaign. He promised to do his best to make Madera a better place for everyone. Thank you very much and sí se puede.

Mayor Medellin congratulated City Manager Arnoldo Rodriguez. Thanked Will Oliver for his kind words and serving our community. He also congratulated Council Member CeCe Gallegos, Mayor Pro-Tem Steve Montes and Council Member Santos Garcia.

ADJOURNMENT - The meeting was adjourned at 7:01 p.m. Next regular meeting December 19, 2018.

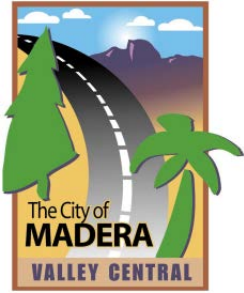
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



Item:	B-1
Minutes for:	12/19/18
Adopted:	11/06/19

RETURN TO AGENDA

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

**December 19, 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 Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Elect Santos Garcia, District 5

Absent: Council Member Donald E. Holley, District 6

Others present were City Manager Arnoldo Rodriguez, 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, Acting Planning Manager Chris Boyle, Assistant Fire Chief Matt Watson, Police Commander Gino Chiaramonte, Human Resources Administrative Analyst Eugene Hayes, Grant Administrator Ivette Iraheta, Information Services Manager Mark Souders, Engineering Project Coordinator Ellen Bitter, Financial Services Administrative Analyst Eric Battles, Engineering Administrative Analyst Jimmy Monreal, and Engineering Project Manager Frank Holguin.

INVOCATION: Council Member Derek O. Robinson Sr.

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.

Vincent Paul Enriquez discussed concerns with Dolphin Taxi not abiding by the new taxi cab ordinance. He has been in contact with Code Enforcement and they have not been able to take her vehicle away. She is a danger. He needs something to be done about this.

Epicaño Dominguez discussed concerns with the significant increase in water rate. Mayor asked for Mr. Dominguez to hold comment until item is called on the agenda (Item C-6). Comment was translated by Grant Administrator Ivette Iraheta.

Zelda Piedra also discussed concerns with the significant increase in water rate. Mayor asked for Ms. Piedra to hold comment until item is called on the agenda (Item C-6). Comment was translated by Grant Administrator Ivette Iraheta.

No other comments were offered.

PRESENTATIONS

1. Student Presentation / Recognition on Homelessness – Mayor Medellin

Mayor Andrew Medellin presented a Recognition Certificate to Edward Serrato. He is an eighth-grade student with Thomas Jefferson Middle School.

Ms. Rodriguez (Edward's History teacher) and Edward Serrato presented ideas for addressing homelessness.

2. Recognition of Partnership Award Received from Mid Valley Disposal (Annette Kwock)

Annette Kwock with Mid Valley Disposal presented Community Partnership Award to the City of Madera.

INTRODUCTIONS

1. Police Officers Jared Maciel, Jeff Eichman, Robert Mahoney

Madera Police Chief Dino Lawson introduced new Police Officers Jared Maciel and Jeff Eichman. Officer Robert Mahoney was not present.

2. Dispatcher Brianna Corona

Madera Police Chief Dino Lawson introduced new Dispatcher Brianna Corona.

City Clerk Sonia Alvarez made a late distribution announcement regarding item C-6.

A. WORKSHOP

A-1 Status Report on Water Storage Tank & Transmission Pipeline Project (Presentation by Ellen Bitter)

City Manager Arnolando Rodriguez, Engineering Project Coordinator Ellen Bitter, and consultant Tony Akel 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-5 was pulled by Council Member Rodriguez for discussion.

Resolution for Item B-4 was inadvertently excluded from the agenda packet as presented. Item will be brought back to future meeting for approval.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

B-1 Minutes – 01/03/18, 01/17/18

B-2 Warrant Disbursement Report 11/27/18 – 12/10/18 (Report by Tim Przybyla)

B-3 Consideration of a Resolution Approving Improvement Deferral Agreement and Authorization of Lien for Arturo Mejia and Micaela A. Mejia (Report by Keith Helmuth)

RES. NO. 18-239 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING IMPROVEMENT DEFERRAL AGREEMENT AND AUTHORIZATION OF LIEN FOR ARTURO MEJIA AND MICAELA A. MEJIA, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-4 Consideration of a Resolution Rescinding Resolution No. 18-81 and Approving the Amended Applications for Transportation Development Act - Local Transportation Funds for FY 2018/19 with FY 2017/18 Carryover Balances of \$3,286,818.01, and the FY 2018/19 State Transit Assistance Funds and Authorizing the City Engineer to Execute and Submit the Amended Applications to the Madera County Transportation Commission (Report by Keith Helmuth)

Resolution for Item B-4 was inadvertently excluded from the agenda packet as presented. Item will be brought back to future meeting.

B-5 Consideration of a Resolution Approving an Agreement with Stantec Consulting Services, Inc., Not to Exceed \$50,000, for Professional Engineering Consulting Services for the Update of the Waste Discharge Permit for the City of Madera Wastewater Treatment Plant and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by John Scarborough)

After discussion Council moved to approve item B-5.

RES. NO. 18-240 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. NOT TO EXCEED \$50,000 FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR THE UPDATE OF THE WASTE DISCHARGE PERMIT FOR THE CITY OF MADERA WASTEWATER TREATMENT PLANT AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

B-6 Consideration of a Resolution Approving Amendment #1 to the Fiscal Year 2018-19 Site Management Contract Between the City and the Fresno-Madera Area Agency On Aging (FMAAA) and Authorizing the Mayor to Execute the Amendment to the Contract on Behalf of the City; and

RES. NO. 18-241 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT #1 TO THE FISCAL YEAR 2018-19 SITE MANAGEMENT CONTRACT BETWEEN THE CITY AND THE FRESNO-MADERA AREA AGENCY ON AGING (FMAAA) AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO THE CONTRACT ON BEHALF OF THE CITY

Consideration of a Resolution Amending the FY 2018-19 General Fund/Org 10206218 - Senior Citizen Community Service Program Budget to Recognize \$15,000 in Additional Revenue (Report by Mary Anne Seay)

RES. NO. 18-242 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FISCAL YEAR 2018-19 GENERAL FUND/ORG 10206218 - SENIOR CITIZEN COMMUNITY SERVICE PROGRAM BUDGET TO RECOGNIZE \$15,000 IN ADDITIONAL REVENUE

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

C-1 Consideration of a Resolution Accepting \$50,000 in Grant Funding from Kaiser Foundation Hospitals (KFH) for the Madera Heal Zone IV Project, Approving the Grant Agreement with KFH and Authorizing the City Manager to Execute the Agreement and Related Documents on Behalf of the City; and

Consideration of a Resolution Amending the FY 2018 – 19 Parks and Community Services Budget to Recognize the Proceeds of the Grant and to Appropriate Funds to the Specified Accounts (Report by Mary Anne Seay)

Director of Parks and Community Services Mary Anne Seay presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-1, RES. NO. 18-243 AND RES. NO 18-244 WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

RES. NO. 18-243 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING \$50,000 IN GRANT FUNDING FROM KAISER FOUNDATION HOSPITALS (KFH) FOR THE MADERA HEAL ZONE IV PROJECT, APPROVING THE

GRANT AGREEMENT WITH KFH, AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT AND RELATED DOCUMENTS ON BEHALF OF THE CITY

RES. NO. 18-244 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FY 2018-19 PARKS AND COMMUNITY SERVICES BUDGET TO RECOGNIZE THE PROCEEDS OF A \$50,000 KAISER FOUNDATION HOSPITALS GRANT AND TO APPROPRIATE FUNDS TO SPECIFIED ACCOUNTS

Item C-6 was taken out of order and was discussed before Item C-2.

C-2 Consideration of:

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

Acting Planning Manager Chris Boyle presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2(1), RES. NO. 18-245 WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

RES. NO. 18-245 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, ADOPTING A BOUNDARY MAP SHOWING TERRITORY PROPOSED FOR ANNEXATION TO CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01

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

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2(2), RES. NO. 18-246 WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

RES. NO. 18-246 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, DECLARING ITS INTENTION TO ANNEX TERRITORY (BELLAVA CONSTRUCTION LLC) TO A COMMUNITY FACILITIES DISTRICT AND TO AUTHORIZE THE LEVY OF SPECIAL TAXES THEREIN, THE CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 (PUBLIC SERVICES) ANNEXATION NO. 5

C-3 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 38.5 Acres Located Approximately 2,000 Feet West of the Southwest Corner of the Intersection of West Cleveland Avenue and North Westberry Boulevard from the PD-8000 (Planned Development) Zone District to the PD-6000 (Planned Development) Zone District (APNs: 006-380-027 and 028) (Report by Chris Boyle)

Acting Planning Manager Chris Boyle presented report.

Rick Tellegan stated that he supports the recommendation of staff for the increase of traffic impact fees.

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

ON MOTION BY COUNCIL MEMBER ROBINSON, AND SECONDED BY COUNCIL MEMBER GALLEGOS, FURTHER READING WAS WAIVED AND ITEM C-3, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

INTRO. ORD. RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING APPROXIMATELY 39.33 ACRES OF PROPERTY (APN: 006-380-027 AND 006-380-028), APPROXIMATELY 2,000 FEET WEST OF THE SOUTHWEST CORNER OF THE INTERSECTION OF NORTH WESTBERRY BOULEVARD AND WEST CLEVELAND AVENUE, FROM THE PD-8000 (PLANNED DEVELOPMENT) ZONE DISTRICT TO THE PD-6000 (PLANNED DEVELOPMENT) ZONE DISTRICT.

C-4 Consideration of a Resolution to Change the Name of the City's Transit Services from Madera Area Express to Madera Metro; and

 Consideration of a Resolution to Approve a New Madera Transit Logo (Report by Ivette Iraheta)

Grant Administrator Ivette Iraheta and consultant Duran Hernandez with Jeffery Scott Agency presented report.

Resolution for Item C-4 was inadvertently excluded from the agenda packet as presented. Item will be brought back to future meeting for approval.

C-5 Second Reading and Consideration of Adoption of an Ordinance Rezoning Approximately 20 Acres Located on the West Side of Stadium Road South of its Intersection with Almond Avenue into the PD 6000 (Planned Development) Zone District (APN: 034-070-011) (Report by Chris Boyle)

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

Juan Luis Carranco with Land Design Consulting and they are helping Joseph Crown with this project. This is an important project and a great opportunity for the City of Madera.

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

ON MOTION BY COUNCIL MEMBER MONTES, AND SECONDED BY COUNCIL MEMBER GALLEGOS, FURTHER READING WAS WAIVED, AND ORD. NO. 958 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

ORD 958 C.S. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO PREZONE APPROXIMATELY 19.95 ACRES OF PROPERTY (APN: 034-070-011), LOCATED ON THE WEST SIDE OF STADIUM ROAD (ROAD 26 ½), SOUTH OF ITS INTERSECTION WITH ALMOND AVENUE, TO THE PD 6000 (PLANNED DEVELOPMENT) ZONE DISTRICT

Item C-6 was taken out of order and was discussed before Item C-2.

C-6 Consideration of a Resolution Approving Adjustments to the Water Utility Rate to Reduce the Currently Set Increase (Report by Tim Przybyla)

Director of Financial Services Tim Przybyla presented report.

Epicaño Dominguez discussed concerns with the significant increase in water rate. Comment was translated by Grant Administrator Ivette Iraheta.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-6, RES. NO. 18-247 WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

RES. NO. 18-247 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING ADJUSTMENTS TO THE WATER UTILITY RATE TO REDUCE THE CURRENTLY SET INCREASE FROM RESOLUTION 15-156

C-7 Consideration of a Resolution Approving an Amendment in the Amount of \$5,200 to the City Council (Council) Conference and Training Budget (Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-7, RES. NO. 18-248 WAS APPROVED UNANIMOUSLY BY A VOTE OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

RES. NO. 18-248 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A BUDGET AMENDMENT IN THE AMOUNT OF \$5,200 TO THE CITY COUNCIL CONFERENCE AND TRAINING BUDGET

D. WRITTEN COMMUNICATIONS:

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Mayor's Appointments to Outside Boards (Mayor Medellin)

Mayor Andrew Medellin presented report and made appointments to following committees:

Central California Women's Facility (CCWF) Citizen's Advisory Board

Primary: Council Member Santos Garcia
Alternate: Council Member Donald Holley

Madera County Local Child Care and Development Planning Council (LPC) Steering Committee

Primary: Council Member Derek Robinson
Alternate: Council Member Santos Garcia

Community Action Partnership of Madera Co. Inc. (CAPMC)

Primary: Council Member Jose Rodriguez
Alternate: Council Member Derek Robinson

Madera County Economic Development Commission (EDC)

Primary: Mayor Andrew Medellin
Alternate: Council Member Jose Rodriguez

Madera County Transportation Commission (MCTC)

Primary: Mayor Andrew Medellin
Primary: Council Member Jose Rodriguez
Alternate: Council Member Donald Holley

San Joaquin River Conservancy

Primary: Council Member Santos Garcia
Alternate: Mayor Pro-Tem Steve Montes

Local Agency Formation Commission (LAFCO)

Primary: Mayor Andrew Medellin
Alternate: Will be done through Madera County

San Joaquin Valley Air Pollution Control District Citizen Advisory Board (SJVAPCD)

Primary: Council Member Derek Robinson
Alternate: Council Member CeCe Gallegos

E-2 Consideration of Request for Appointments to the Madera County Arts Authority to Fill Vacancies
(Report by Sonia Alvarez)

City Clerk Sonia Alvarez presented report.

After discussion Council moved to approve the following appointments to the Madera County Arts Authority:

Primary: Council Member CeCe Gallegos
1st Alternate: Council Member Jose Rodriguez
2nd Alternate: Council Member Steve Montes

ON MOTION BY MAYOR MEDELLIN, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM E-2, APPOINTMENTS TO MADERA COUNTY ARTS AUTHORITY WAS APPROVED UNANIMOUSLY BY A VOTE

OF 6-0. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS, MONTES, GALLEGOS, RODRIGUEZ, ROBINSON, AND GARCIA. NOES: NONE. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: NONE.

E-3 Cancellation Announcement Regarding the January 16, 2019 Meeting (City Clerk)

City Clerk Sonia Alvarez presented report and stated we will have a quorum and do not need to cancel January 16, 2019 meeting. No action taken.

F. COUNCIL REPORTS

Council Member Gallegos requested Council be emailed progress information regarding Freedom Industrial Park project.

Mayor Medellin stated that the Council really needs to have a discussion regarding Development Impact Fees. He requested that City Manager Arnoldo Rodriguez make that a priority.

Mayor Medellin wished everyone a Merry Christmas and thanked staff for their dedication.

No other reports were offered.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:55 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) – 2 cases: Miguel Ramirez WCAB No. ADJ7786539 and Marylin Hall-Zunino WCAB No. ADJ10188576

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

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

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

Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:

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

Direct Reports:

City Attorney, City Clerk

G-5 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiators: Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

G-6 Closed Session Report – City Attorney

The Council returned from closed session at 11:56 p.m. with all members present.

City Attorney reported there was no reportable action taken for items G-2, G-3, G-4, and G-5.

ADJOURNMENT - The meeting was adjourned at 11:59 p.m. Next regular meeting January 2, 2019.

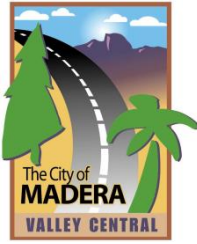
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

Prepared by:
CLAUDIA MENDOZA, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for October 5, 2019 to October 25, 2019.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of October 5, 2019 to October 25, 2019 is contained in the attachment and summarized in the following tables.

Table 1: Warrant Distribution Summary

Description	Check #'s	Amount
General Warrant	23698 - 23968	\$2,579,839.58

Table 2: Wire Transfer Summary

Description	Vendor	Amount
Payroll and Taxes	Union Bank	\$594,805.83
SDI	EDD	\$2,138.12
CalPERS Payment	CalPERS	\$122,124.80

DISCUSSION:

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

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Informational only.

ATTACHMENTS:

Register of Audited Demands

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
November 6, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23698	10/10/2019	PARKS	MED LANDSCAPE	EVERGREEN LAWN CARE & MAINT	GRP #1 DOWNTOWN MAINTENANCE	12,641.25
23699	10/10/2019	PARKS	MED LANDSCAPE	EVERGREEN LAWN CARE & MAINT	GRP #2 NON-MEDIAN MAINTENANCE	12,612.50
23700	10/10/2019	PARKS	PARKING DIST	EVERGREEN LAWN CARE & MAINT	GRP #1 DOWNTOWN MAINTENANCE	12,071.50
23701	10/11/2019	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	NOVEMBER DENTAL INSURANCE	14,621.88
23702	10/11/2019	FINANCE	WATER FUND	CVE DEMOLITION INC	REFUND DEPOSIT- METER 31	1,597.93
23703	10/11/2019	FINANCE	WATER FUND	PHASE 1 CONSTRUCTION	REFUND DEPOSIT- METER 29	1,555.33
23704	10/11/2019	FINANCE	WWTP	AT&T	09/19 CALNET 3 SERVICE 9391064552	1,076.32
23705	10/11/2019	BUILDING	BUILDING	FRANKLIN, DUSTIN	CERT OF OCCUPANCY FEE REFUND	50.00
23706	10/11/2019	BUILDING	BUILDING	TRULL, TIM	REFUND OVERPAYMENT	45.44
23707	10/11/2019	ENGINEERING	PROP 1B	BMV CONSTRUCTION GROUP, INC.	CONST OF MADERA TRANSIT CENTER	96,838.85
23708	10/11/2019	WATER	WATER QC	BSK ASSOCIATES	MONTHLY BAC-T SAMPLES	48.00
23709	10/11/2019	FACILITIES	VARIOUS	CALIFORNIA CLIMATE CONTROL	HVAC MAINTENANCE	1,452.41
23710	10/11/2019	PD	PD ADMIN	CA DEPARTMENT OF JUSTICE	AUGUST ALCOHOL ANALYSIS	525.00
23711	10/11/2019	UB/WATER	WATER CONS	CITY OF MADERA	MULCH REBATE	80.00
23712	10/11/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	200.00
23713	10/11/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	200.00
23714	10/11/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	200.00
23715	10/11/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	400.00
23716	10/11/2019	WATER	WATER QC	DELLAVALLE LABORATORY	LEAD & COPPER SAMPLING	1,215.00
23717	10/11/2019	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	YC FIRE ALARM INSPECTION	682.50
23718	10/11/2019	FINANCE	FINANCE	ECIVIS, INC	LICENSE & SUBSCRIPTION	2,499.00
23719	10/11/2019	PD	PD ADMIN	RAUL R. HERRERA JR.	POLYGRAPHS	200.00
23720	10/11/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS	FIRE PROTECTION ENG SVS	4,218.75
23721	10/11/2019	CLERK	CITY COUNCIL	GARCIA, SANTOS	PER DIEM ANNUAL LOCC CONFERENCE	165.00
23722	10/11/2019	ENGINEERING	HWY IMPROV	JOHN PAPE CONSULTING	CONSULTING SERVICES	1,530.00
23723	10/11/2019	PLANNING	GENERAL TRUST	LSA ASSOCIATES, INC	VILLAGE D-EIR AUGUST 2019	4,500.00
23724	10/11/2019	ENGINEERING	STREETS CAP	MADERA TRIBUNE	AD FOR CITY PROJECT R-76	664.00
23725	10/11/2019	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORY	212.12
23726	10/11/2019	PW	FAC MAINT	MEDINA, MATIAZ	PER DIEM TRAFFIC SIGNAL COURSE	165.00
23727	10/11/2019	PD	MEAS K- POLICE	MOTOROLA SOLUTIONS INC.	IN-CAR RADIOS	21,941.42
23728	10/11/2019	GRANTS	TRANS- FIXED	MV TRANSPORTATION, INC.	TRANSIT OPERATOR SERVICE	113,545.25
23729	10/11/2019	CLERK	CITY CLERK	OFFICE DEPOT	CHAIR	346.39
23730	10/11/2019	WATER MAINT	WATER CONS	AVILA, OMAR	TURF REPLACEMENT REBATE	1,200.00
23731	10/11/2019	WATER MAINT	WATER CONS	MACIAS, FERNANDO	TURF REPLACEMENT REBATE	2,250.00
23732	10/11/2019	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	09/19 SERVICE 8126770647-1	248,911.41
23733	10/11/2019	PARKS	PARKS	PECK'S PRINTERY	SIGNS	467.64
23734	10/11/2019	STREETS	STREETS CAP	MORRIS J PIERCE	ASPHALT PATCHING	9,198.60
23735	10/11/2019	PARKS	PARKS ADMIN	PITNEY BOWES, INC.	PARKS POSTAGE MACHINE LEASE	167.79
23736	10/11/2019	WWTP	WWTP	POLYDYNE INC.	SLUDGE DEWATERING	6,373.76
23737	10/11/2019	CLERK	CITY COUNCIL	ROBINSON, DEREK	PER DIEM ANNUAL LOCC CONFERENCE	165.00
23738	10/11/2019	PW	FAC MAINT	ROLLINS, PAT	PER DIEM TRAFFIC SIGNAL COURSE	165.00
23739	10/11/2019	PW	FAC MAINT	SCROGGINS, COLE	PER DIEM TRAFFIC SIGNAL COURSE	165.00
23740	10/11/2019	WATER QC	VARIOUS	SERVICEMASTER BY J&C BROWN	FLOOR STRIP AND WAX	15,191.31
23741	10/11/2019	FLEET	STREET CLEAN	SAN JOAQUIN VALLEY CLEAN AIR	PORTABLE EQUIPMENT REGISTRATION FEES	516.00
23742	10/11/2019	WWTP	WWTP	STANTEC CONSULTING SERVICES	CONSULTING SERVICES	5,999.94
23743	10/11/2019	PW	VARIOUS	TAMARACK PEST CONTROL	SEPTEMBER PEST CONTROL SERVICE	485.00
23744	10/11/2019	PURCH	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR CITY	12,279.19
23745	10/11/2019	PD	PD ADMIN	VERIZON WIRELESS	PD AIRCARDS	76.02

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23746	10/11/2019	PD	PD ADMIN	HARRY D. WILSON INC.	MOUNT & BALANCE TIRES	200.14
23747	10/11/2019	PD	PD ADMIN	ZEE MEDICAL SERVICE CO.	SUPPLIES	109.75
23748	10/21/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP	1,091.01
23749	10/21/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES	144.00
23750	10/21/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL PART A FOR CLAIMS	31,766.02
23751	10/21/2019	PD	PD ADMIN	AMERICAN BUSINESS MACHINES	TONER	202.61
23752	10/21/2019	PD	PD ADMIN	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
23753	10/21/2019	HR	CITY CLERK	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL	1,546.37
23754	10/21/2019	FINANCE	VARIOUS	ARAMARK UNIFORM SERVICES	09/19 UNIFORM SERVICES	4,872.25
23755	10/21/2019	FINANCE	VARIOUS	AT&T	09/19 CALNET 3 SERVICE 9391026414	2,959.09
23756	10/21/2019	BUILDING	BUILDING	FREEDOM FOREVER LLC	REFUND FOR CANCELLED PERMITS	307.25
23757	10/21/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE RX BILL	243,793.25
23758	10/21/2019	ENGINEERING	PROP 1B	BMV CONSTRUCTION GROUP	CONST OF MADERA TRANSIT CENTER	301,327.70
23759	10/21/2019	GRANTS	TRANS- DAR	DAVID J. BOYLE	REMOVE/REPAIR TRASH CONTAINERS	750.00
23760	10/21/2019	PLANNING	PLANNING	BOYLE, CHRISTOPHER	PARKING FEE REIMBURSEMENT	75.00
23761	10/21/2019	WATER QC	WATER QC	BSK ASSOCIATES	WATER SAMPLES	1,704.00
23762	10/21/2019	PD	PD ADMIN	BURLESON, LACY	PER DIEM CRIME ANALYST CONF	159.75
23763	10/21/2019	PD	PD ADMIN	BURNS, THOMAS	PER DIEM TRAINING MGR COURSE	248.50
23764	10/21/2019	FINANCE	PAYROLL TRUST	CA DEPT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,241.04
23765	10/21/2019	PD	PD ADMIN	CA NARCOTIC OFFICERS ASSOC.	CANNABIS DUI INVESTIGATIONS REG	90.00
23766	10/21/2019	UB/WATER	WATER CONS	CITY OF MADERA	TOILET REBATE	100.00
23767	10/21/2019	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE	EMPLOYEE LIFE INSURANCE	1,087.79
23768	10/21/2019	PW	STREETS	CONCENTRA MEDICAL CENTERS	DOT RECERTIFICATION	129.00
23769	10/21/2019	UB/WATER	UB/SEWER	CORELOGIC INFORMATION SOLUTIONS	REALQUEST SERVICES	325.00
23770	10/21/2019	UB/WATER	VARIOUS	DATAPROSE, LLC	SEPTEMBER BILLING	10,111.22
23771	10/21/2019	FINANCE	PAYROLL TRUST	DEPARTMENT OF MOTOR VEHICLES	VEHICLE REGISTRATION COLLECTION	236.39
23772	10/21/2019	SEWER MAINT	SEWER MAINT	DIAMOND COMMUNICATIONS	SECURITY ALARM MONITORING	930.00
23773	10/21/2019	PD	PD ADMIN	FORENSIC NURSE SPECIALISTS	VICTIM EXAMINATION	1,000.00
23774	10/21/2019	PARKS	CDBG PUB IMP	GARLAND/ DBS, INC.	MILLVIEW ROOF	54,801.49
23775	10/21/2019	GRANTS	INTERMODAL	GUARDIAN WESTERN SWEEPING	AUGUST STREET SWEEPING	569.00
23776	10/21/2019	PD	PD ADMIN	J'S COMMUNICATIONS	ANNUAL SERVICE AGREEMENT	4,707.00
23777	10/21/2019	FINANCE	PAYROLL TRUST	M A C E A	MONTHLY DUES	2,350.00
23778	10/21/2019	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES	7,685.44
23779	10/21/2019	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES	380.00
23780	10/21/2019	CLERK	CITY CLERK	MADERA TRIBUNE	RECRUITMENT AD	280.15
23781	10/21/2019	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	RAZOR BODY ARMOR	849.76
23782	10/21/2019	UB/WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SERVICE	342,492.54
23783	10/21/2019	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	MONTHLY DUES	620.00
23784	10/21/2019	HR	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	24,455.00
23785	10/21/2019	ENGINEERING	MEAS K- FIRE	MOORE TWINING ASSOCIATES	MATERIALS TESTING FIRE STATION 58	8,607.22
23786	10/21/2019	FINANCE	FINANCE	MUNISERVICES, LLC	LTC DISCOVERY SERVICES	61.12
23787	10/21/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	2,372.69
23788	10/21/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,334.90
23789	10/21/2019	CLERK	CITY CLERK	OFFICE DEPOT	OFFICE SUPPLIES	88.73
23790	10/21/2019	WATER QC	WATER CONS	SINGH, RANJIT	TURF REPLACEMENT REBATE	480.00
23791	10/21/2019	FINANCE	VARIOUS	PACIFIC GAS & ELECTRIC	09/19 SERVICES 1715785853-5	39,162.88
23792	10/21/2019	PARKS	COMM & REC	CERVANTES, ARACELI	FACILITY DEPOSIT REFUND	230.00
23793	10/21/2019	PARKS	GENERAL TRUST	DAZA, LUCY	FACILITY DEPOSIT REFUND	500.00
23794	10/21/2019	PARKS	GENERAL TRUST	FONSECA, GABRIELLA	PARK DEPOSIT REFUND	50.00
23795	10/21/2019	PARKS	GENERAL TRUST	GREY, NANCY	PARK DEPOSIT REFUND	50.00
23796	10/21/2019	PARKS	GENERAL TRUST	JIMENEZ, CITLALY	FACILITY DEPOSIT REFUND	50.00
23797	10/21/2019	PARKS	GENERAL TRUST	LAPLANT, JASON	FACILITY DEPOSIT REFUND	500.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23798	10/21/2019	PARKS	GENERAL TRUST	MENDOZA, LEONEL	PARK DEPOSIT REFUND	50.00
23799	10/21/2019	PARKS	GENERAL TRUST	MENDOZA, VANESSA	PARK DEPOSIT REFUND	50.00
23800	10/21/2019	PARKS	GENERAL TRUST	MIRANDA, YESENIA	PARK DEPOSIT REFUND	50.00
23801	10/21/2019	PARKS	GENERAL TRUST	MONTELONGO, MARTHA	PARK DEPOSIT REFUND	50.00
23802	10/21/2019	PARKS	GENERAL TRUST	MURILLO, VALERIA	PARK DEPOSIT REFUND	200.00
23803	10/21/2019	PARKS	GENERAL TRUST	ROSEL, CAROLYN	FACILITY DEPOSIT REFUND	100.00
23804	10/21/2019	PARKS	GENERAL TRUST	SAN JOAQUIN VALLEY MOPARS	PARK DEPOSIT REFUND	50.00
23805	10/21/2019	PARKS	GENERAL TRUST	SEVENTH DAY ADVENTIST CHURCH	PARK DEPOSIT REFUND	50.00
23806	10/21/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	6,944.95
23807	10/21/2019	PW	VARIOUS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	526.69
23808	10/21/2019	FLEET	FLEET MTC	SILVA'S AUTO BODY	ACCIDENT DAMAGE REPAIRS	4,999.60
23809	10/21/2019	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
23810	10/21/2019	WWTP	WWTP	TERRAFORM POWER, LLC.	SEPTEMBER ELECTRIC UTILITIES	18,644.25
23811	10/21/2019	PURCH	VARIOUS	TESEI PETROLEUM INC.	FUEL FOR CITY	16,553.10
23812	10/21/2019	FIRE	FIRE	TESEI PETROLEUM, INC.	FUEL FOR FIRE	684.61
23813	10/21/2019	PD	PD ADMIN	TRANSUNION RISK & ALT DATA SOL.	DATABASE ACCESS	212.60
23814	10/21/2019	UB/WATER	WATER FUND	AYALA JERONIMO	UTILITY BILLING CREDIT REFUND	3.52
23815	10/21/2019	UB/WATER	WATER FUND	BAUTISTA ADOLFO OR CITY	UTILITY BILLING CREDIT REFUND	136.31
23816	10/21/2019	UB/WATER	WATER FUND	BEAKES CYNTHIA OR CITY	UTILITY BILLING CREDIT REFUND	313.09
23817	10/21/2019	UB/WATER	WATER FUND	BERRY CONSTRUCTION	UTILITY BILLING DEPOSIT REFUND	7.46
23818	10/21/2019	UB/WATER	WATER FUND	BLALOCK DOROTHY J	UTILITY BILLING CREDIT REFUND	224.98
23819	10/21/2019	UB/WATER	WATER FUND	CAMILO RON CAMILO WILJEN	UTILITY BILLING CREDIT REFUND	127.16
23820	10/21/2019	UB/WATER	WATER FUND	CASTRO RICKY	UTILITY BILLING CREDIT REFUND	82.08
23821	10/21/2019	UB/WATER	WATER FUND	CENTRAL VALLEY CAPITAL	UTILITY BILLING DEPOSIT REFUND	45.30
23822	10/21/2019	UB/WATER	WATER FUND	CITY OR MADRIGAL LILA	UTILITY BILLING CREDIT REFUND	93.90
23823	10/21/2019	UB/WATER	WATER FUND	COLLINS ELIZABETH A	UTILITY BILLING CREDIT REFUND	219.75
23824	10/21/2019	UB/WATER	WATER FUND	CORREA MARCO AYALA SONIA OR CITY	UTILITY BILLING CREDIT REFUND	55.65
23825	10/21/2019	UB/WATER	WATER FUND	CRUZ-AMBROCIO HENEREYDA	UTILITY BILLING CREDIT REFUND	152.17
23826	10/21/2019	UB/WATER	WATER FUND	DENHAM AMY DENHAM BRIAN	UTILITY BILLING DEPOSIT REFUND	49.30
23827	10/21/2019	UB/WATER	WATER FUND	DIAZ SANDRA	UTILITY BILLING CREDIT REFUND	47.73
23828	10/21/2019	UB/WATER	WATER FUND	EDWIN DAYRIT C/O CENTRAL VALLEY CAP	UTILITY BILLING DEPOSIT REFUND	88.12
23829	10/21/2019	UB/WATER	WATER FUND	ELLINGTON ROBERT	UTILITY BILLING CREDIT REFUND	184.50
23830	10/21/2019	UB/WATER	WATER FUND	ELTAREB MELONY	UTILITY BILLING CREDIT REFUND	74.37
23831	10/21/2019	UB/WATER	WATER FUND	GALLEGOS ALFRED	UTILITY BILLING CREDIT REFUND	181.39
23832	10/21/2019	UB/WATER	WATER FUND	GARCIA JAIME	UTILITY BILLING CREDIT REFUND	20.80
23833	10/21/2019	UB/WATER	WATER FUND	GOMEZ SERNA MANUEL	UTILITY BILLING CREDIT REFUND	72.93
23834	10/21/2019	UB/WATER	WATER FUND	GONZALES ADRIAN OR CITY	UTILITY BILLING CREDIT REFUND	153.85
23835	10/21/2019	UB/WATER	WATER FUND	HART JUDY	UTILITY BILLING CREDIT REFUND	382.09
23836	10/21/2019	UB/WATER	WATER FUND	HOANG KATHY L	UTILITY BILLING DEPOSIT REFUND	60.89
23837	10/21/2019	UB/WATER	WATER FUND	HOLT JERRY HOLT PATRICIA ANN	UTILITY BILLING DEPOSIT REFUND	28.14
23838	10/21/2019	UB/WATER	WATER FUND	BARRAGAN ADRIANA DURAN CAMAC	UTILITY BILLING CREDIT REFUND	134.11
23839	10/21/2019	UB/WATER	WATER FUND	HUERTA FRANCISCO C/O NEWTON PROP	UTILITY BILLING DEPOSIT REFUND	75.85
23840	10/21/2019	UB/WATER	WATER FUND	KAUR SARBJIT KAUR BHAJAN	UTILITY BILLING CREDIT REFUND	142.01
23841	10/21/2019	UB/WATER	WATER FUND	KONKOL TANYA	UTILITY BILLING CREDIT REFUND	238.81
23842	10/21/2019	UB/WATER	WATER FUND	LEROY GRIGGS C/O NEWTON PROP	UTILITY BILLING DEPOSIT REFUND	43.41
23843	10/21/2019	UB/WATER	WATER FUND	LOPEZ DANIEL E	UTILITY BILLING CREDIT REFUND	58.79
23844	10/21/2019	UB/WATER	WATER FUND	LOPEZ NABOR F LOPEZ ARMANDO	UTILITY BILLING CREDIT REFUND	205.64
23845	10/21/2019	UB/WATER	WATER FUND	MARKLEY RICK	UTILITY BILLING DEPOSIT REFUND	77.96
23846	10/21/2019	UB/WATER	WATER FUND	MARTINEZ FRANCISCA OR CITY	UTILITY BILLING CREDIT REFUND	152.44
23847	10/21/2019	UB/WATER	WATER FUND	MARTINEZ FRANCISCO	UTILITY BILLING CREDIT REFUND	50.22
23848	10/21/2019	UB/WATER	WATER FUND	MARTINEZ JOSE L	UTILITY BILLING CREDIT REFUND	160.19
23849	10/21/2019	UB/WATER	WATER FUND	MOLINA SUSANA	UTILITY BILLING CREDIT REFUND	219.22

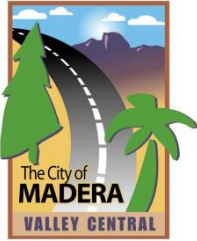
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23850	10/21/2019	UB/WATER	WATER FUND	MONTEMAYOR CHRISTINA	UTILITY BILLING CREDIT REFUND	50.03
23851	10/21/2019	UB/WATER	WATER FUND	MONTES RAQUEL	UTILITY BILLING CREDIT REFUND	50.22
23852	10/21/2019	UB/WATER	WATER FUND	CERVANTES JUANA/CITY DIAZ MORALE	UTILITY BILLING CREDIT REFUND	79.73
23853	10/21/2019	UB/WATER	WATER FUND	MUNGUIA PATRICIA OR CITY	UTILITY BILLING CREDIT REFUND	161.17
23854	10/21/2019	UB/WATER	WATER FUND	MURILLO ELISEO	UTILITY BILLING CREDIT REFUND	224.25
23855	10/21/2019	UB/WATER	WATER FUND	NASSAR II LP	UTILITY BILLING DEPOSIT REFUND	10.87
23856	10/21/2019	UB/WATER	WATER FUND	NAVIA LILIANA	UTILITY BILLING CREDIT REFUND	179.14
23857	10/21/2019	UB/WATER	WATER FUND	NOBLETT DAVID	UTILITY BILLING DEPOSIT REFUND	7.64
23858	10/21/2019	UB/WATER	WATER FUND	ORTEGA MARIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	106.83
23859	10/21/2019	UB/WATER	WATER FUND	PEREZ DELFINA	UTILITY BILLING CREDIT REFUND	66.11
23860	10/21/2019	UB/WATER	WATER FUND	PONCE-MENDEZ MAZIMINA	UTILITY BILLING CREDIT REFUND	347.45
23861	10/21/2019	UB/WATER	WATER FUND	RESENDEZ ARNULFO DAVID OR CITY	UTILITY BILLING CREDIT REFUND	152.44
23862	10/21/2019	UB/WATER	WATER FUND	RIOS LADISLADO	UTILITY BILLING DEPOSIT REFUND	24.88
23863	10/21/2019	UB/WATER	WATER FUND	RUIZ DE LA CRUZ NATALIA OR CITY	UTILITY BILLING CREDIT REFUND	186.35
23864	10/21/2019	UB/WATER	WATER FUND	RUIZ IMELDA J	UTILITY BILLING CREDIT REFUND	190.36
23865	10/21/2019	UB/WATER	WATER FUND	SAED FAWZAT	UTILITY BILLING CREDIT REFUND	329.59
23866	10/21/2019	UB/WATER	WATER FUND	SANTIAGO SANTIAGO	UTILITY BILLING CREDIT REFUND	133.47
23867	10/21/2019	UB/WATER	WATER FUND	SCROGGINS ELVIS WAYNE	UTILITY BILLING DEPOSIT REFUND	25.44
23868	10/21/2019	UB/WATER	WATER FUND	SINGH RANJIT OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.45
23869	10/21/2019	UB/WATER	WATER FUND	SINGH SATNAM	UTILITY BILLING DEPOSIT REFUND	112.29
23870	10/21/2019	UB/WATER	WATER FUND	SMITH LESTER	UTILITY BILLING DEPOSIT REFUND	19.51
23871	10/21/2019	UB/WATER	WATER FUND	STANFORD MARICELA OR CITY	UTILITY BILLING CREDIT REFUND	119.20
23872	10/21/2019	UB/WATER	WATER FUND	STOVER WILMA MUSE JANIA	UTILITY BILLING CREDIT REFUND	154.71
23873	10/21/2019	UB/WATER	WATER FUND	WESTERN PACIFIC HOUSING INC	UTILITY BILLING CREDIT REFUND	160.43
23874	10/21/2019	UB/WATER	WATER FUND	YBARRA GUADALUPE M OR CITY	UTILITY BILLING DEPOSIT REFUND	76.68
23875	10/21/2019	UB/WATER	WATER FUND	YEAGER CAROLINE	UTILITY BILLING CREDIT REFUND	151.72
23876	10/21/2019	PURCH	TRANS- FIXED	US BANK CORPORATE PAYMENT SYS	09/19 CAL-CARD CHARGES	138,729.66
23877	10/21/2019	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS	DEFERRED COMP CONTRIBS	22,880.55
23878	10/21/2019	PARKS	PARKS	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	46,987.50
23879	10/21/2019	PD	PD ADMIN	HARRY D. WILSON INC.	MOTORCYCLE MAINTENANCE	1,583.09
23880	10/25/2019	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE	8,936.00
23881	10/25/2019	FINANCE	VARIOUS	AT&T	09/19 CALNET 3 SERVICE 9391026396	203.36
23882	10/25/2019	PD	PD ADMIN	AUDIO HEADSET SYSTEMS	JACKETS	528.27
23883	10/25/2019	PLANNING	BUILDING	BRIAN'S HEATING & COOLING	REFUND PERMIT FEES	60.37
23884	10/25/2019	PLANNING	PLANNING	YEPIZ, LUIS	HOP PAYMENT REIMBURSEMENT	166.00
23885	10/25/2019	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID HEALTHCARE	240,793.39
23886	10/25/2019	HR	CITY ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MED BILL	146.00
23887	10/25/2019	FINANCE	PD ADMIN	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT	226,836.07
23888	10/25/2019	FINANCE	PD ADMIN	CA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	2,024.00
23889	10/25/2019	PD	PD ADMIN	CA PEACE OFFICERS ASSOCIATION	DEPARTMENT MEMBERSHIP	1,500.00
23890	10/25/2019	ENGINEERING	TRAFFIC SIGNAL	CHICAGO TITLE	TITLE FEES	2,000.00
23891	10/25/2019	GRANTS	INTERMODAL	CITY OF MADERA	10/19 UTILITIES ACCT 003040431-8	944.83
23892	10/25/2019	PD	PD ADMIN	COMCAST	10/19 SVS 8155500320092096	127.41
23893	10/25/2019	PD	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	37.89
23894	10/25/2019	WWTP	WWTP	DIAMOND COMMUNICATIONS	PAC ALARM MONITORING	715.50
23895	10/25/2019	PW	GRAFFITI ABATE	ESPINOZA SEWER SERVICE	PORTABLE TOILET CLEANING	50.00
23896	10/25/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	11,287.50
23897	10/25/2019	PD	PD ADMIN	FRESNO POLICE DEPARTMENT	FIREARMS INSTRUCTOR COURSE	230.00
23898	10/25/2019	FINANCE	HR/RISK MGT	HOWELL, JAMES	LIVSCAN FEE REIMBURSEMENT	22.00
23899	10/25/2019	PD	SUPP LAW ENF	J'S COMMUNICATIONS	RADIO ACCESSORIES	1,200.60
23900	10/25/2019	PD	PD ADMIN	KER'S GAS & LUBE, INC.	PD CAR WASHES	379.00
23901	10/25/2019	PD	PD ADMIN	LANGUAGE LINE SERVICES, INC.	INTERPRETATION SERVICES	16.17

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23902	10/25/2019	PD	PD ADMIN	LEGACY K9 INC.	CANINE MAINTENANCE TRAINING	1,155.56
23903	10/25/2019	PD	PD ADMIN	M P O A	REIMB FOR BODY ARMOR	2,841.56
23904	10/25/2019	AIRPORT OPS	AIRPORT OPS	MADERA COUNTY TAX COLLECTOR	2020 PROPERTY TAX	24,779.00
23905	10/25/2019	UB/WATER	PD ADMIN	MADERA COUNTY TREASURER	PARKING PENALTIES PAID	2,302.50
23906	10/25/2019	HR	HR/RISK MGT	MADERA TRIBUNE	RECRUITMENT AD	43.00
23907	10/25/2019	CLERK	CITY CLERK	OFFICE DEPOT	CHAIR	389.69
23908	10/25/2019	FINANCE	FAC MAINT	PACIFIC GAS & ELECTRIC	09/19 SERVICE 0443905948-8	197.19
23909	10/25/2019	PD	PD ADMIN	PECK'S PRINTERY	STAMP REFILLS	194.91
23910	10/25/2019	FINANCE	VARIOUS	PETTY CASH - FINANCE DEPT.	PETTY CASH REIMBURSEMENT	372.70
23911	10/25/2019	PD	VARIOUS	PETTY CASH - POLICE DEPT.	PETTY CASH REIMBURSEMENT	1,278.86
23912	10/25/2019	FINANCE	FINANCE	PHOENIX GROUP INFO SYS	CITATIONS AUGUST 2019	451.45
23913	10/25/2019	STREETS	STREETS	MORRIS J PIERCE	ASPHALT PATCHING	8,945.93
23914	10/25/2019	HR	WATER MAINT	REGENCE BLUESHIELD OF UTAH	CITY PAID RETIREE MED BILL	325.00
23915	10/25/2019	ENGINEERING	MEAS K- FIRE	RRM DESIGN GROUP	DESIGN SVS FOR FIRE STATION 58	10,762.39
23916	10/25/2019	PW	VARIOUS	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE	14,519.31
23917	10/25/2019	WWTP	SEWER CAP	STANTEC CONSULTING SERVICES	CONSULTING SVS- WWTP REHAB PROJ	135.00
23918	10/25/2019	HR	INS/RISK MGT	SUPERIOR VISION INSURANCE	VISION PLAN	2,298.42
23919	10/25/2019	VARIOUS	VARIOUS	TESEI PETROLEUM, INC.	FUEL FOR FIRE	1,401.74
23920	10/25/2019	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS	GRANT RESEARCH	12,000.00
23921	10/25/2019	PARKS	COMM & REC	THYSSENKRUPP ELEVATOR CORP	YOUTH CENTER ELEVATOR MAINT	811.12
23922	10/25/2019	ENGINEERING	ENGINEERING	TULLY & YOUNG, INC.	CONSULTING SERVICES FOR GSA	2,787.00
23923	10/25/2019	UB/WATER	WATER FUND	ALVARADO STEVE ALVARADO LARISSA	UTILITY BILLING DEPOSIT REFUND	20.53
23924	10/25/2019	UB/WATER	WATER FUND	ASCENCIO NATALLY	UTILITY BILLING CREDIT REFUND	138.57
23925	10/25/2019	UB/WATER	WATER FUND	BAEZ DARIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	155.76
23926	10/25/2019	UB/WATER	WATER FUND	BALLOU MICHAEL CATHERINE OR CITY	UTILITY BILLING CREDIT REFUND	152.68
23927	10/25/2019	UB/WATER	WATER FUND	BEACH HOWARD E JR	UTILITY BILLING CREDIT REFUND	139.75
23928	10/25/2019	UB/WATER	WATER FUND	CISNEROS FRANK OR CITY OF MADERA	UTILITY BILLING DEPOSIT REFUND	5.76
23929	10/25/2019	UB/WATER	WATER FUND	COLMENERO SERGIO GLORIA OR CITY	UTILITY BILLING CREDIT REFUND	60.12
23930	10/25/2019	UB/WATER	WATER FUND	COLMENERO SERGIO GLORIA OR CITY	UTILITY BILLING CREDIT REFUND	207.78
23931	10/25/2019	UB/WATER	WATER FUND	CONCHAS MARIA G	UTILITY BILLING CREDIT REFUND	147.31
23932	10/25/2019	UB/WATER	WATER FUND	CUEVAS JOSE LUIS MARIA E OR CITY	UTILITY BILLING CREDIT REFUND	154.66
23933	10/25/2019	UB/WATER	WATER FUND	CUSHMAN CONTRACTING CORP	UTILITY BILLING DEPOSIT REFUND	21.26
23934	10/25/2019	UB/WATER	WATER FUND	DMP DEVELOPMENT CORP	UTILITY BILLING DEPOSIT REFUND	50.71
23935	10/25/2019	UB/WATER	WATER FUND	GONZALES TODD V	UTILITY BILLING DEPOSIT REFUND	105.28
23936	10/25/2019	UB/WATER	WATER FUND	GONZALEZ DANIEL	UTILITY BILLING CREDIT REFUND	11.93
23937	10/25/2019	UB/WATER	WATER FUND	HASSON BRENT	UTILITY BILLING CREDIT REFUND	157.70
23938	10/25/2019	UB/WATER	WATER FUND	HERNANDEZ SUSANA	UTILITY BILLING CREDIT REFUND	109.90
23939	10/25/2019	UB/WATER	WATER FUND	HO DINGHUEI OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	154.59
23940	10/25/2019	UB/WATER	WATER FUND	KORKIS SHAHIRA	UTILITY BILLING DEPOSIT REFUND	32.07
23941	10/25/2019	UB/WATER	WATER FUND	MADRIGAL JULIE	UTILITY BILLING CREDIT REFUND	147.07
23942	10/25/2019	UB/WATER	WATER FUND	MARTINEZ ANTONIO	UTILITY BILLING CREDIT REFUND	147.94
23943	10/25/2019	UB/WATER	WATER FUND	MEZA NORMA	UTILITY BILLING CREDIT REFUND	170.87
23944	10/25/2019	UB/WATER	WATER FUND	MONZON BEVERLY	UTILITY BILLING CREDIT REFUND	116.94
23945	10/25/2019	UB/WATER	WATER FUND	MUSD C/O HOLLMAN ALAN D	UTILITY BILLING DEPOSIT REFUND	86.07
23946	10/25/2019	UB/WATER	WATER FUND	NASSAR SAMI	UTILITY BILLING DEPOSIT REFUND	729.03
23947	10/25/2019	UB/WATER	WATER FUND	ONG GRACE	UTILITY BILLING CREDIT REFUND	232.26
23948	10/25/2019	UB/WATER	WATER FUND	OPM INVESTMENTS INC	UTILITY BILLING DEPOSIT REFUND	73.72
23949	10/25/2019	UB/WATER	WATER FUND	OROPEZA MARIA CONTRERAS OSCAR	UTILITY BILLING CREDIT REFUND	152.98
23950	10/25/2019	UB/WATER	WATER FUND	PAOLINELLI KIRK	UTILITY BILLING CREDIT REFUND	229.38
23951	10/25/2019	UB/WATER	WATER FUND	PATINO FRANCISCO J YASMIN	UTILITY BILLING CREDIT REFUND	124.73
23952	10/25/2019	UB/WATER	WATER FUND	PEGASUS TRUCKING LLC	UTILITY BILLING CREDIT REFUND	1,075.21
23953	10/25/2019	UB/WATER	WATER FUND	PEGASUS TRUCKING LLC	UTILITY BILLING CREDIT REFUND	79.90

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
23954	10/25/2019	UB/WATER	WATER FUND	PESTORICH HOLDINGS LLC	UTILITY BILLING CREDIT REFUND	49.28
23955	10/25/2019	UB/WATER	WATER FUND	PESTORICH HOLDINGS LLC	UTILITY BILLING CREDIT REFUND	172.14
23956	10/25/2019	UB/WATER	WATER FUND	POSTIGO ROBERT	UTILITY BILLING DEPOSIT REFUND	379.25
23957	10/25/2019	UB/WATER	WATER FUND	RANGEL ROBERT Z	UTILITY BILLING CREDIT REFUND	166.78
23958	10/25/2019	UB/WATER	WATER FUND	RASHEDI SHOKRIA ITEHAD	UTILITY BILLING CREDIT REFUND	224.22
23959	10/25/2019	UB/WATER	WATER FUND	RICHEY STEPHEN	UTILITY BILLING DEPOSIT REFUND	88.73
23960	10/25/2019	UB/WATER	WATER FUND	ROLLINS DEAN	UTILITY BILLING CREDIT REFUND	105.84
23961	10/25/2019	UB/WATER	WATER FUND	SANTOS ANGELITA RUTH	UTILITY BILLING CREDIT REFUND	108.54
23962	10/25/2019	UB/WATER	WATER FUND	SERRET ABEL A	UTILITY BILLING CREDIT REFUND	154.77
23963	10/25/2019	UB/WATER	WATER FUND	SMITH DARREN	UTILITY BILLING CREDIT REFUND	76.82
23964	10/25/2019	UB/WATER	WATER FUND	WAGNER JIM	UTILITY BILLING CREDIT REFUND	65.73
23965	10/25/2019	UB/WATER	WATER FUND	ZARATE AYALA UBALDO OR CITY	UTILITY BILLING CREDIT REFUND	157.68
23966	10/25/2019	VARIOUS	VARIOUS	VERIZON WIRELESS	PD AIRCARDS	543.09
23967	10/25/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	SEPTEMBER LAWN SERVICE	645.00
23968	10/25/2019	PD	PD ADMIN	HARRY D. WILSON INC.	BIKE PARTS	201.32

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 2,579,839.58



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission did not meet in October.

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

Name	Old Position	New Position	Effective Date
Rosa Hernandez	Interim Procurement Services Manager	Accounting Technician III	9/28/19

The following employees separated from employment since our last report.

Name	Position	Department	Status*	Effective Date
Stefani Vargas	Facility Aid	Parks & Community Services	PT	9/24/19
Priscilla Valdez	Program Leader I	Parks & Community Services	PT	10/1/19
Adrian Gutierrez	Park Aide	Parks & Community Services	PT	10/1/19

Separations Continued...

Name	Position	Department	Status*	Effective Date
Ulysses Gonzalez	Park Aide	Parks & Community Services	PT	10/1/19
Isaiah Jaramillo	Program Leader I	Parks & Community Services	PT	10/1/19
Isaac Chavira	Program Leader I	Parks & Community Services	PT	10/1/19

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

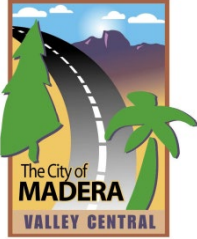
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

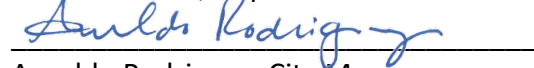
None



REPORT TO CITY COUNCIL

Approved by: 

Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-4

SUBJECT:

Consideration of a Minute Order authorizing the Mayor to sign a Letter in Opposition of The Deletion of the State Route (SR) 99 Widening Project from Avenue 7 to Avenue 12 from the Draft 2020 Interregional Transportation Improvement Program (ITIP)

RECOMMENDATION:

Staff recommends that the City Council (Council) approve of a letter in opposition of the removal of the SR 99 - South Madera 6 Lane Widening from Avenue 7 to 12 Project in Madera County from the Draft 2020 ITIP.

SUMMARY:

The Madera County Transportation has made a request of the City because the Draft 2020 ITIP proposes the deletion of three projects; one of which is the SR 99 South Madera 6 Lane Widening Project from the Draft 2020 ITIP due to the negative economic and safety impacts that would continue to be negatively impacted if the SR 99 continues to experience increased congestion.

DISCUSSION:

As the attached letter describes, deletion of the projects that includes the segment of SR 99 between Avenue 7 and Avenue 12 would have a significant negative impact on the region in a multitude of different ways. It would undermine the collaborative efforts that the region, including the City, have made through the years in their attempts to address safety and economic concerns. Those concerns, if left unaddressed, will only get substantially worse as time passes.

FINANCIAL IMPACT:

There are no identifiable impacts associated with a decision to send this letter.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126: This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

ALTERNATIVES:

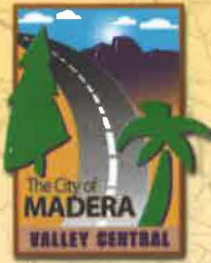
Council may determine that a letter should not be sent. Such a decision to do so could result in the project not being place in the upcoming ITIP.

ATTACHMENTS:

1. Letter

Attachment 1

Letter of Opposition



November 6, 2019

Fran Inman, Chair
California Transportation Commission
1120 N Street
Sacramento, CA 95814

RE: Draft 2020 ITIP (Interregional Transportation Improvement Program)

Dear Ms. Inman,

City of Madera would like to express its strong opposition and valid concern regarding the removal of the SR 99 - South Madera 6 Lane Widening (Avenue 7-12) Project in Madera County (APDE) from the Draft 2020 Interregional Transportation Improvement Program (ITIP). The deletion of this safety and congestion relief project undermines the long-range collaborative planning process that has occurred for this vital segment of SR 99. The amount scheduled for deletion is \$9 million for Plans, Specifications, and Estimates (PS&E). Environmental review work is currently underway for this project.

This crucial project was already in the environmental phase when it was scheduled for deletion in the 2016 ITIP due to a statewide funding shortfall. The currently under construction SR 99 Avenue 12-17 project was also scheduled for deletion. MCTC worked with Caltrans to keep the SR 99 Avenue 12-17 project in the ITIP and voluntarily removed the SR 99 Avenue 7-12 project on a temporary basis with the assurance that the project would be added back to the 2018 ITIP. Caltrans kept its promise and added the project back to the 2018 ITIP. However, all the previous environmental work that was underway at the time of deletion had to be restarted. The project is now once again being proposed for deletion in the 2020 ITIP with the environmental work underway. Caltrans is no longer fulfilling their promise to advance the project with its scheduled deletion. Also, there are no assurances that the project will be added back to the 2022 ITIP.

Madera has been a long-standing partner with Caltrans on SR 99 projects and has been committed to seeing the completion of all SR 99 projects. However, MCTC only learned of the proposed deletion on the day of the release of the Draft 2020 ITIP. Caltrans did not provide the opportunity for any collaboration or comments prior to the release of the document. The proposal to delete this necessary project is not consistent with long term plans and the Federal Transportation Improvement Program. It appears that the Draft 2020 ITIP was prepared in a top down approach (Governor Executive Order N-19-19) and does not seem to follow Federal planning rules regarding Federal planning

Engineering

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

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performance measures, safety, and public input. The public has made it very clear that they want SR 99 road improvements with the goal of moving people and perishable agricultural freight more safely and efficiently.

SR 99 serves as the backbone to the State's goods movement system and has higher than average truck percentage volumes. Twenty-five percent of all food in the United States comes from the San Joaquin Valley. The San Joaquin Valley produces several agricultural goods including nuts, lettuce, dairy, fruits, tomatoes, and wine.

Approximately half of California's goods move through the San Joaquin Valley. Freight is moved through the Valley to other places within the state, outside the state, and to global markets through the ports. Trucks carrying agricultural products carrying "just in time" cargo so it must be as efficient as possible when traveling through the region to places throughout the United States and to various ports to export products. Over 500 million tons of commodities are transported through the San Joaquin Valley annually. This amount is projected to increase to 800 million tons by 2040. Over 44 percent of all employment in the San Joaquin Valley is associated with goods movement-dependent industries.

Widening this section of SR 99 will add two lanes to eliminate a current bottleneck. The project will substantially reduce the number, rate, and consequences of surface transportation-related accidents, serious injuries, and fatalities among transportation users. The current level of service will continue to rapidly deteriorate in a no-build scenario. As the current level degrades, there will be a likely increase in collision rates along this segment and associated costs in damage, delays, injuries, and lives. Completing the gaps on SR 99 will help reduce the cost of doing business by making it more efficient and cost-effective to move goods and people.

Caltrans choosing to disinvest in the Madera Region will yield a negative effect towards local, regional, statewide and national goals of reducing vehicle miles traveled (VMT) and curbing tailpipe emissions. The process to defund the project represents an undermining of the extensive planning effort taken to develop the long-range Regional Transportation Plan and Sustainable Communities Strategy which are designed to layout a comprehensive plan to fulfill said goals.

This project not opening as scheduled is estimated to yield immediate effects on SR 99 travel speeds, regional VMT, and Carbon Dioxide (CO₂) emissions. Greenhouse Gas emissions are projected to rise over three tons per day by 2035.

Furthermore, not delivering this project negatively impacts the ability to demonstrate Federal Air Quality Conformity necessary for not just the Madera region but also seven other San Joaquin Valley counties, to adequately address criteria air pollutants that are regulated through the National Ambient Air Quality Standards.

While slower speeds will see some of the negative emissions effects isolated to SR 99 on and in the proximity of this project's extents, it's important to acknowledge VMT increases and their subsequent emissions will be attributed to higher levels of travel on

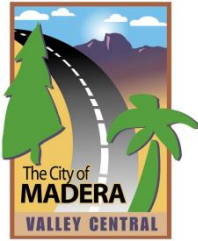
the local roadway system. Avenue 12 and Avenue 9 in Madera County are east-west corridors in the projects extents that are seeing increasing levels of usage today in lieu of SR 99 or other available state highways for regional traffic. These conditions will be worsened at an accelerated rate at the cost of efficient transport and safety of travelers if the State withdraws project support in the Madera Region.

Appendix A of the Draft 2020 ITIP correctly identifies this project will provide benefits to American with Disabilities Act (ADA) facilities, make improvements to bicycle and pedestrian facilities and provide congestion relief to reduce Greenhouse Gas Emissions. Despite the Project Programming Request indicating otherwise, all of these benefits are in fact consistent with goals outlined in the Sustainable Communities Strategy for the Madera region.

It is also important to note that the project description for the SR 99 – Madera 6 Lane Widening Project (Avenue 12-17) in the Draft 2020 ITIP is incorrect in stating that “The sections of freeway to the north and south of this segment are existing six lane roadways.” The sections of freeway to the north and south of the project currently under construction (including the project scheduled for deletion) are existing 4 lane roadways.

Sincerely,

Andrew Medellin, Mayor



REPORT TO CITY COUNCIL

Approved by:

A blue ink signature of Keith Helmuth, Department Director.

Keith Helmuth, Department Director

A blue ink signature of Arnaldo Rodriguez, City Manager.

Arnaldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-5

SUBJECT: Consideration of a Minute Order Adding Correct Exhibit A to Resolution 19-162 Regarding Approval of Funding Amendment Resolution Appropriating \$263,000 to the City of Madera (City) Fiscal Year (FY) 2019/20 Capital Projects Budget for the Construction of SB-1 Road Maintenance and Rehabilitation Account (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

RECOMMENDATION:

Staff recommends that the City Council (Council) authorize by minute order that a correct Exhibit A be substituted to Resolution No. 19-162 regarding funding amendment to the FY 2019/20 Capital Project Budget for the Construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76.

DISCUSSION/BACKGROUND:

At its September 18, 2019 Council meeting, the Council adopted Resolution 19-162 approving a funding amendment in the amount of \$263,000 to the City's Fiscal Year 2019/20 Capital Project Budget for the Construction of SB-1 RMRA 2018-19 Seals and Overlays, City Project No. R-76. Subsequent to that meeting, staff discovered a clerical error on the account number listed in the exhibit attached to the resolution. Upon discovery of the clerical error, staff consulted with the City Attorney and concluded that this matter be brought back to Council for corrective action. Thus, this item is to correct the clerical error for the account number. The funding amendment amount remains the same per Council's previous action.

FINANCIAL IMPACT:

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

Funding for the project is programmed in CIP Budget FY 2019/20 to include RMRA and Measure T – LTP Street Maintenance.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

As an alternative, the Council may elect to reject the substitution of the correct funding amendment exhibit. Rejection of the funding amendment would result in the project not having adequate funds to cover the cost of construction as approved by Council by Resolution 19-161 on September 18, 2019.

ATTACHMENTS:

1. Resolution 19-162
2. Correct Exhibit A to Resolution 19-162

ATTACHMENT 1

Resolution 19-162

RESOLUTION NO. 19-162

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
APPROVING FUNDING AMENDMENTS AND APPROPRIATING
\$263,000 TO THE CITY OF MADERA FISCAL YEAR 2019/20 CAPITAL
PROJECTS BUDGET FOR THE FOR THE CONSTRUCTION OF SB-1
(RMRA) 2018-19 SEALS AND OVERLAYS, CITY PROJECT NO. R-76**

WHEREAS, Project comprising of the construction of SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76, hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

WHEREAS, Funds are necessary for the construction phase of the Project in the FY 19/20 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Measure T – LTP Street Maintenance Org. No. 41523210.

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

1. The above recitals are true and correct.
2. The FY 2019/20 Capital Projects Budget is hereby amended in accordance with Exhibit A, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

* * * * *

PASSED AND ADOPTED by the City Council of the City of Madera this 18th day of September 2019 by the following vote:

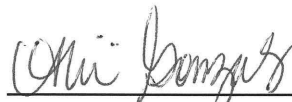
AYES: Mayor Medellin, Council Members Montes, Gallegos, Rodriguez, Robinson,
Garcia and Holley.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

APPROVED:



ANDREW J. MEDELLIN, Mayor

ATTEST:



ALICIA GONZALES, City Clerk

APPROVED AS TO LEGAL FORM:

Not Required.

City Attorney



CITY OF MADERA

Resolution 19 -

SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

JRG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL	
				(+)	(-)
<u>Measure T - LTP Street Maintenance 41705080</u>					
52	7050	R-000076	SB-1 (RMRA) 2018-19 Seals and Overlays	263,000	
52	3210		Unappropriated Measure T - LTP Street Mainenance		263,000
				<u>263,000</u>	<u>263,000</u>

ATTACHMENT 2

Correct Exhibit A to Resolution 19-162

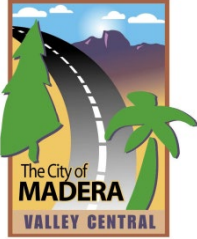
EXHIBIT A

CITY OF MADERA

Resolution 19 -

SB-1 (RMRA) 2018-19 Seals and Overlays, City Project No. R-76

<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>PROJECT CODE</u>	<u>DESCRIPTION</u>	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL	
				(+)	(-)
<u>Measure T - LTP Street Maintenance</u>					
41520000	7050	R-000076	SB-1 (RMRA) 2018-19 Seals and Overlays	263,000	
				<u>263,000</u>	



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Approving Agreement with J.W. Myers, Inc., a California Corporation included in the James W. Myers and Karen S. Myers Family Trust of 1992 for the Relocation of the Propane Tank, Service Island, and Fencing in the Amount of \$48,235 Required for the Olive Avenue Widening and Reconstruction Project and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving the Agreement for relocation of propane tank, service island, and fencing with the owners of J. W. Myers, Inc., James W. Myers and Karen S. Myers, (Owners) in the amount of \$48,235 and authorize Mayor to execute Agreement.

SUMMARY:

Right-of-Way (ROW) acquisition from the Owners parcel of land and the improvements was necessary for the Olive Avenue Widening and Reconstruction Project. Council approved the Agreement for Purchase and Sale of the property for the ROW. Item 12 in the Agreement specified; "It is understood and agreed that the cost to relocate the propane tank and service island will be accomplished under a separate agreement". The cost is \$48,235 and Regional Surface Transportation Program (RSTP) funds are included in the FY 2019/20 budget for this work.

DISCUSSION:

The land acquisition, improvements, and severance damages, excluding the propane tank and fence relocation, for ROW from the parcel occupied by Owners consisted of 5,148 square feet for a strip of land along the south side of Olive Avenue with a combined total amount of \$207,000.

The Purchase and Sales Agreement approved by Council required the City to compensate the Owners for the relocation of the existing Propane Tank with Concrete Foundation and Customer Dispensing Facilities (Facilities). The cost was not included in the Agreement as the owners needed to layout and design the Facility at a new location and obtain a cost estimate for this work.

Since there was no land available remaining on the Owners' parcel, the City acquired a 5,774 square foot parcel of land adjacent to the Owners' parcel for the relocation of the Facilities. The Owners have agreed to accept this parcel of land as being adequate for the relocation of the Facilities. The acquisition of this land was necessary to offset additional significant severance costs if the Facilities could not be saved and relocated on site.

Owners have obtained bids in the amount of 48,235 for relocation of the Facilities which have been reviewed by staff for reasonableness.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the ROW and relocation of owner improvements costs for this project. Regional Surface Transportation Program (RSTP) funds were used for right of way acquisition and relocation costs and these funds are included in the City's 2019/20 Budget, Account No: 41315320-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing.

Strategy 138 – This project supports this strategy to establish and enforce ADA standards throughout the community.

ALTERNATIVES:

None as approval of the deed is consistent with conditions in a previous acquisition agreement approved by City Council.

ATTACHMENTS:

1. Resolution
Exhibit A - Agreement

Attachment 1

Resolution

RESOLUTION NO. 19-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH J.W. MYERS, INC., A CALIFORNIA CORPORATION INCLUDED IN THE JAMES W. MYERS AND KAREN S. MYERS FAMILY TRUST OF 1992, FOR THE RELOCATION OF THE PROPANE TANK, SERVICE ISLAND, AND FENCING IN THE AMOUNT OF \$48,235 REQUIRED FOR THE OLIVE AVENUE WIDENING AND RECONSTRUCTION PROJECT AND AUTHORIZING MAYOR TO EXECUTE AGREEMENT

WHEREAS, the City Council of the City of Madera has approved the Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue (the Project); and

WHEREAS, the Project required the acquisition of right-of-way and compensation for relocation of owner improvements; and

WHEREAS, the property owners of J. W. Myers, Inc., James W. Myers and Karen S. Myers, have agreed to relocate the Propane Tank Facility and have accepted property offered by the City for this relocation; and

WHEREAS, in April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Avenue Plan Line and Building Set Back Project (East Olive Avenue Plan Line) for the widening of Olive Avenue to a 100 foot right of way arterial standard street. The Mitigated Negative Declaration was certified based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). The Addendum to the Mitigated Negative Declaration for the widening of East Olive Avenue to 100 feet right of way arterial standard was approved by the Madera Planning Commission on November 10, 2015.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Agreement, a copy of which is attached hereto as Exhibit A and incorporated by reference.
3. The Mayor is authorized to execute the Agreement.
4. The Finance Director is authorized to make the payment in the amount of \$48,235 to James W. Myers and Karen S. Myers.
5. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT A

Agreement

AGREEMENT BETWEEN THE CITY OF MADERA AND J.W. MYERS, INC., A CALIFORNIA CORPORATION INCLUDED IN THE JAMES W. MYERS AND KAREN S. MYERS FAMILY TRUST OF 1992 FOR RELOCATION OF PROPANE TANK, SERVICE ISLAND AND FENCING

This Agreement for Relocation of Propane Tank, Service Island, and Fencing is entered by and between the City of Madera, a municipal corporation ("City") and J.W. Myers, Inc., a California Corporation Included in the James W. Myers and Karen S. Myers Family Trust of 1992 ("Owners").

RECITALS

WHEREAS, the City's Olive Avenue Widening and Reconstruction Project between Gateway Drive and Knox Street and Knox Street between Neplus Way and Olive Avenue ("Project") required the acquisition of right-of-way and compensation for relocation of owner improvements; and

WHEREAS, the City by agreement acquired real property from Owners for the Project in the amount of \$207,000.00 as just compensation for land, improvements, and severance and as part of that agreement agreed to pay for relocation of the propane tank facilities by separate agreement; and

WHEREAS, this Agreement constitutes the separate agreement for relocation of the propane tank as well as for a service island and fencing; and

WHEREAS, City and Owners have reached agreement on compensation for the relocation of the Propane Tank Facility and have accepted property offered by the City for this relocation.

AGREEMENT

The foregoing recitals are incorporated by reference and made part of this Agreement. The Parties agree as follows:

1. City will compensate Owners for the relocation of Propane Tank, Service Island and Fence necessary for the widening and reconstruction of Project.
2. Owners submitted a bid estimate for the relocation of the Facilities which City reviewed as a reasonable amount and Owners agree that the bid amount of \$48,235 is hereby accepted as the total and final amount due from the City.
3. This Agreement shall complete the obligations of City for the purchase and sale of real property and improvements on the parcel.

4. Effective Date. This Agreement shall be effective on November 6, 2019.
5. Assignment. No party to this Agreement may assign or transfer by operation of law or otherwise, any or all of its rights, duties or obligations hereunder without the prior written consent of the other party.
5. Binding Effect. This Agreement shall inure to the benefit of and shall be binding upon each Party and their respective successors and assigns.
6. Severability. If a court of competent jurisdiction shall hold that any provision of this Agreement is invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Agreement.
7. Amendment. This Agreement may be amended, altered or modified only by a written document signed by both Parties.
8. Governing Law. The rights and obligations of the parties and all interpretations in performance of this Agreement shall be governed in all respects by the laws of the State of California.
9. Entire Agreement. This Agreement constitutes the entire agreement of the Parties who have executed this Agreement with respect to the subject matter hereof and supersedes any prior agreements, negotiations or understandings. Each of these parties acknowledges and agrees that no other party, agent, or attorney of any of the parties made any promise, representation or warranty, express or implied, not set forth in this Agreement. Each party signing this Agreement acknowledges that such party has not executed this Agreement in reliance upon any promise, representation, conduct or warranty of any other party not expressly set forth in this Agreement.
10. Authority. Each signatory to this Agreement on behalf of a corporation or entity other than an individual represents and warrants that he or she is the duly authorized representative of the party for whom the signatory executes this Agreement and may bind such corporation or entity to this Agreement.

(SIGNATURES ON NEXT PAGE)

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

CITY OF MADERA

A municipal corporation

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

ATTEST:

Alicia Gonzales, City Clerk

OWNERS

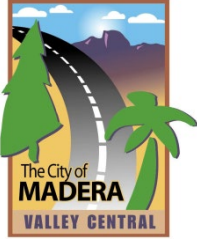
J. W. Myers, Inc., a California Corporation
Corporation Included in the James W. Myers and
Karen S. Myers Family Trust of 1992

James W. Myers, Trustee

Tax I.D. (Soc. Sec. #)

Karen S. Myers, Trustee

Tax I.D. (Soc. Sec. #)



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: B-7

SUBJECT:

Consideration of a Resolution Approving Submittal of a Grant Application for Round 1 Integrated Regional Water Management (IRWM) Implementation Funding Through the State of California Department of Water Resources (DWR) in the Amount of Approximately \$779,653

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a Resolution approving the application for approximately \$779,653 of Round 1 IRWM Implementation funding for Water Meter Installation project.

SUMMARY:

The IRWM Grant Program is designed to encourage integrated regional strategies for management of water resources by providing funding for projects and programs that support integrated water management.

The City of Madera (City) plans to submit a grant application for Round 1 IRWM Implementation Funding for the Water Meter Installation project. The resolution is required to be adopted by the City in accordance with the IRWM Implementation Grant Program Guidelines.

DISCUSSION:

On November 4, 2014, California voters approved Proposition 1, the Water Quality, Supply, and Infrastructure Improvement Act of 2014. Proposition 1 authorized \$510 million in IRWM funding. Funds are allocated to 12 hydrologic region-based Funding Areas.

The Proposition 1 IRWM Grant Program, administered by DWR, provides funding for projects that help meet the long-term water needs of the state, including:

- Assisting water infrastructure systems adapt to climate change;

- Providing incentives throughout each watershed to collaborate in managing the region's water resources and setting regional priorities for water infrastructure; and
- Improving regional water self-reliance, while reducing reliance on Sacramento-San Joaquin Delta.

Through Proposition 1, the IRWM Implementation Grant Program provides funding for implementation projects that meet the listed guidelines. The San Joaquin River Funding Area (SJRSA) was allocated \$1,689,635 to fund eligible projects identified in the Integrated Regional Water Management Plan prepared by the Regional Water Management Group and adopted by the member agencies. Ten percent of the grant funds are set aside for grant administration. The County has proposed two projects totaling \$750,000. The City intends to apply for the balance of available grant funds, approximately \$779,653 (depending on the final estimates of the County projects), for the Water Meter Installation Project.

The City Water Meter Project will allow the City to complete the conversion of all water service connections to metered service by installing approximately 300 Automatic Read Meters on industrial, commercial, multi-family, and institutional connections City wide. There are also approximately 250 water service accounts that are charged a flat rate because there is no meter tied to the service that is reading to the Automatic Meter Reading (AMR) system. Most of those accounts do not have meters. Some accounts do have meters but the underlying issue as to why the meter can't be utilized needs to be resolved. This project will seek to address those issues. Most water services serving City facilities such as parks, medians and landscape areas, and City buildings do not have meters because there is not an account associated. This project will install meters at those locations to track usage and indicate any water losses. Lastly, there are many older, manual read meters (25 years and older) that no longer register usage or the accuracy is questionable. Those will be replaced within the funds provided beginning with the largest size services.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund. Funds for Preliminary Engineering phase are programmed in the Fiscal Year 19/20 Budget in the Water Utility Fund 20303830.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 434: "Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water-use."

ALTERNATIVES:

City Council may elect to not approve submitting the application.

ATTACHMENTS:

1. Resolution

Attachment 1

Resolution

RESOLUTION NO. 19-

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A GRANT APPLICATION FOR ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION FUNDING THROUGH THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES IN THE AMOUNT OF APPROXIMATELY \$779,653 AND AUTHORIZING THE CITY MANAGER TO EXECUTE THE APPLICATION

WHEREAS, the City Council of the City of Madera (City) has approved the Water Meter Installations Project at unmetered locations including landscape districts (the Project); and

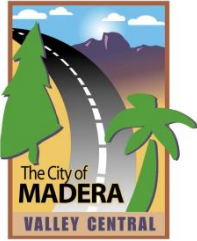
WHEREAS, the State of California, Department of Water Resources (Department) released the Final Proposition – Round 1 IRWM Implementation Grant Proposal Solicitation Package (PSP) and Final 2019 Guidelines on April 22nd, 2019; and

WHEREAS, the City intends to apply for grant funding from the California Department of Water Resources under the Proposition 1; Integrated Regional Water Management Implementation Grant, and to enter into an agreement to receive a grant for the Water Meter Installation Project.

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

1. The above recitals are true and correct.
2. In connection with the IRWM grant, if the application is approved by the Department, the Mayor authorizes the City Manager to enter into, execute, and deliver a grant agreement and any and all other documents required or deemed necessary or appropriate to evidence and secure the IRWM grant, the City of Madera's obligation related thereto, and all amendments thereto (collectively, the "IRWM Grant Documents")
3. The City Manager is authorized to execute the City of Madera IRWM application, the IRWM Grant Documents, and any amendments thereto, on behalf of the City of Madera as required by the Department for receipt of the IRWM Grant.
4. This resolution is effective immediately upon adoption.

* * * * *



REPORT TO CITY COUNCIL

Approved by:

Aurdo Rodriguez

Department Director

Aurdo Rodriguez

City Administrator

Council Meeting of: November 6, 2019

Agenda Number: C-1

SUBJECT:

Public Hearing relating to approval of Energy Services Agreement with ENGIE Services U.S., Inc.

Conduct Public Hearing and Consider Approval of Resolution of the City Council of City of Madera making findings required under Government Code Section 4217.10-18 and approving agreement for energy conservation services with ENGIE Services U.S., Inc., authorizing execution and related actions, and making CEQA exemption findings.

RECOMMENDATION:

It is recommended the City Council (Council) take the following actions:

1. Open a Public Hearing relating to the approval of an Energy Services Agreement with ENGIE Services U.S. Inc.
2. Close the Public Hearing
3. Conduct Council Deliberations
4. Consider approval of a Resolution of the City of Madera making findings required under Government Code Section 4217.10 through 4217.18 and approving an agreement for energy conservation services with ENGIE Services US, Inc., authorizing execution, and finding that the project is exempt from CEQA.

SUMMARY:

The City engaged ENGIE Services U.S. Inc. (ENGIE) in May 2015 to examine potential options for energy conservation. During the last 16 months, the City and ENGIE have examined various alternatives. As a result of these efforts, staff is recommending that the Council adopt a Resolution approving an agreement to make \$18.8 million worth of energy improvements resulting in long-term savings to the City.

Pursuant to Government Code sections 4217.10 through 4217.18, the Council may consider and adopt the findings described in the attached Resolution and award energy services contracts only after a noticed public hearing is held, and public comment taken, at a regularly scheduled meeting of the City Council.

Such hearing must be noticed at least two weeks in advance of the scheduled meeting. The City has complied with this requirement.

DISCUSSION:

Proposed Resolution and Required Findings

The proposed resolution to document this approval does the following:

- outlines appropriate findings consistent with Government Code 4217.10 through 4217.18;
- demonstrates compliance with the California Environmental Quality Act;
- confirms compliance with public hearing requirements;
- approves the Energy Services Contract between the City and ENGIE; and
- authorizes the Mayor to execute the Energy Services Contract and related documents.

Background

In May 2015, the City began working with ENGIE to help develop a comprehensive list of potential energy conservation measures and potential funding sources to enable their implementation, with the ultimate goal of conserving energy without negatively impacting the City's General and Enterprise Funds.

On October 17, 2018, the Council approved a program development agreement with ENGIE, directing City staff to collaborate with ENGIE to develop a comprehensive energy and community program to address and identify facility needs that conserve energy and result in monetary savings. The team reviewed all City facilities, including:

- | | |
|----------------------------------|---------------------------------|
| ▪ Corporation Yard | ▪ Frank Bergon Senior Center |
| ▪ Police Department | ▪ Pan-American Community Center |
| ▪ Fire Stations 56, 57, & 58 | ▪ Lions Town & Country Park |
| ▪ John W. Wells Youth Center | ▪ Sunrise Rotary Sports Complex |
| ▪ Successor Redevelopment Agency | ▪ Madera Municipal Airport |
| ▪ Wastewater Treatment Plant | ▪ Intermodal Transit Facility |
| ▪ Water wells | ▪ City Hall |
| ▪ Street lights | ▪ Centennial Park |
| ▪ New Transit Center | |

As a result of its analysis, the team identified the following potential projects. As a point of reference for this report, kW represents kilowatts and kWh represents kilowatt hours.

1. Solar Photovoltaic Systems

- 360 kW at Lions Town and Country Park
- 137 kW at the Police Department
- 94 kW at the Corporation Yard
- 86 kW at the Municipal Airport
- 151 kW at City Hall
- 123 kW at Fire Station #56, Centennial Park, and the John W. Wells Youth Center
- 122 kW at Sunrise Rotary Sports Complex
- 36 kW at Pan-American Community Center
- 1,051 kW at the Wastewater Treatment Plant (WWTP)

- 2,189 kW RES-BCT (Renewable Energy Self-Generation Bill Credit Transfer) project at WWTP for Citywide cost avoidance. This program allows public entities to generate power at one location and apply the net metering credits to multiple meters they own, thereby making the economics of solar more cost effective.
2. Interior & Exterior Lighting improvements at the following facilities:
 - Madera Municipal Airport
 - Frank Bergon Senior Center
 - City Hall
 - Fire Stations 56 and 57
 - Sunrise Rotary Sports Complex
 - Madera Police Station
 - Successor Redevelopment Agency
 - John W. Wells Youth Center
 - Intermodal Transit Facility
 - Lions Town & Country Park
 - John W. Wells Youth Center
 - Centennial Park
 - Pan-American Community Center
 - Corporation Yard
 - Wastewater Treatment Plant
 3. HVAC and Energy Management System (EMS) upgrades at the following sites:
 - John W. Wells Youth Center
 - Wastewater Treatment Plant
 - Successor Redevelopment Agency
 - Public Works Administration Building
 - Fire Stations 56 and 57
 - Madera Municipal Airport
 - Police Department
 - Pan-American Community Center
 - New Transit Center
 - Intermodal Transit Facility
 - City Hall
 - Frank Bergon Senior Center
 4. Electric Vehicle Charging Stations
 - 5 at the Corporation Yard
 - 5 at City Hall
 5. Electrical Switchgear Replacements
 - Lions Town & Country Park
 6. Power Quality & Reliability Upgrades (Capacitor Bank & Controls)
 - Wastewater Treatment Plant
 7. Community Road & Safety Improvements
 - 150 Solar Streetlights throughout the City
 8. Educational Student Internships – Go Green Initiative
 - Ten local high school internships to provide training and work experiences in the areas of sustainability and renewable energy

Costs of Project & Financing

Combined, all projects identified above will cost \$18,848,862. Given the scope of the project, the City will need to obtain financing which it is actively pursuing consistent with Council direction and action.

Pursuant to Government Code sections 4217.10 through 4217.18, the City may enter into one or more energy service contracts with any person or entity if the anticipated cost to the City for thermal or electrical energy or conservation services provided under the contract is less than the anticipated marginal

cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those energy service contracts (“Savings”). Based on the current financial market conditions, the following assumptions were made for the purposes of calculating estimated savings from the proposed project:

Table 1: Financing Assumptions	
A. Finance term	20 years
B. Annual interest rate on the loan	2.85%
C. Annual escalation of electricity cost	4.3%
D. Annual escalation of operating and maintenance cost	3%

Attachment 2 of this report summarizes the projected cash flow; however, precise figures are unknown until funding is secured. Financing options are being explored by the City’s Financial Advisor, Del Rio Advisors, LLC. Council may recall that it engaged Del Rio Advisors, LLC on August 21, 2019. Once financing is finalized and reviewed by staff, financing options will be presented to the Council for consideration.

Should the City be unable to identify favorable financing within the 60-day period, the contract with ENGIE may be terminated. Thus, should the City be unable to secure favorable financing, which is not being considered this evening, the City will not be obligated to continue with the project and the City will not be responsible for any expenses incurred by ENGIE. As such, the ENGIE contract includes contingent language as follows:

It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon Madera closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. Madera will have sixty (60) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party’s receipt of this notice; provided that Madera may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Guaranteed Savings

The proposed ENGIE agreement would guarantee the savings for 20 years. Per the agreement, ENGIE is guaranteeing over 90 percent of the energy savings for the 20 years. ENGIE guarantees a kWh reduction and pays for any shortfall at the electricity rates mentioned in the contract. Those rates also escalate at 4.3 percent per year. The detailed language regarding guaranteed savings is set forth in Attachment E of the proposed ENGIE agreement.

As part of the analysis, ENGIE reviewed the City’s utility bills for the aforementioned facilities. The City utilizes approximately 8.7 million kWh at a cost of approximately \$2 million per year. Once the project is completed, the City is expected to use 1.4 million kWh at a cost of approximately \$600,000 per year at today’s costs. Based on this analysis, gross savings to the City will be approximately \$1.4 million dollars per year. Net savings will be something less once debt financing and other items such as maintenance are taken into consideration.

Worth noting is that the lifespan of the majority of the project is considered 30 years. After repaying the loan, including interest, the City is projected to save approximately \$324,981 per year during the initial 20-year period, for a total savings of \$6,499,626. During the 30-year lifespan of the project, the City is expected to save \$29,038,796. As can be seen by these figures, the savings substantially increase after the debt financing is retired. It is worth noting that the City may find it necessary to replace and/or repair equipment prior to the end of the project's lifespan as some of the solar equipment may reach its end of life, which will offset some of the expected savings. As a specific example, the solar panels are guaranteed for 25 years. The City may find a need to replace some of the panels prior to the 30-year project lifespan coming to a close.

The City and ENGIE negotiated a reduction in the project cost of \$275,000, which is reflected in the lower cost in comparison to the project presented to the Council on August 7, 2019.

Maintenance of Equipment (Costs Borne by City) & Warranties

The agreement provides that ENGIE will service the equipment, including cleaning the solar panels for 20 years. For its services, ENGIE will charge the City \$60,453 in year 1. Ongoing fees for this service will have a 3 percent escalator, making the fees \$106,004 per year by the end of year 20. In addition, the following warranties are included in the agreement:

<i>Table 2: Warranties</i>	
A. Project labor and material	1 year
B. LED lighting	5 years
C. Solar inverters	10 years
D. Streetlight solar panels	20 years
E. Batteries for streetlights	20 years
F. Solar panels	25 years

Worth noting is that the agreement does not include the cleaning of the 150 solar street lights. While the equipment will be serviced by ENGIE, City staff will be required to clean the solar panels on the street lights.

Anticipated Benefits

Anticipated project benefits include, but are not limited to the following (*in no particular order*):

1. Anticipated savings of nearly \$6.5 million in the initial 20 years (based on assumptions above)
2. Anticipated energy savings of \$29 million, less any operation and maintenance costs
3. Reduces City electricity use by nearly 70 percent in the affected facilities
4. Hedges against anticipated increases in energy rates
5. Utilizes savings to replace inefficient mechanical and electrical equipment
6. Saves maintenance staff's time with long-life LED lighting and new HVAC equipment
7. Improves productivity with better quality LED lighting
8. Improves building comfort by replacing inefficient HVAC units
9. Replaces electrical switchgear at parks
10. Saves administrative time by accomplishing multiple projects simultaneously
11. Adds 150 solar streetlights

12. Encourages the next generation to participate in Madera City Government by providing 10 internships through the Go Green Initiative
13. Stimulates the local economy and provides local jobs
14. Substantial environmental benefits

Construction Schedule

If approved, it is anticipated that the project will take approximately 16 months to complete.

FINANCIAL IMPACT:

In a previous presentation before Council, ENGIE assumed energy savings as compared to a 20-year escalating equipment lease. If approved, staff will continue to explore financing options and can expect to receive multiple responses allowing the financing team to make recommendations as to term and financing structure.

It is estimated that a portion of the proposed financing can be allocated to the City's Water Enterprise Fund, a portion to the City's Wastewater Enterprise Fund, and the balance to the City's General Fund. The proposed financing term, structure, and allocation will be presented to the Council and Madera Public Financing Authority once the term sheets are received and the financing team has had a chance to evaluate the proposed options.

ALTERNATIVES:

Potential Council alternatives include:

- Direct staff to conduct additional research.
- Direct staff to modify the project, which may include scaling the project down (i.e., removing elements, such as solar panels or mechanical equipment) reducing the overall cost of the project.
- Direct staff not to proceed with the project.

ATTACHMENT:

1. Resolution Approving Agreement (including Agreement as an Exhibit)
2. Attachment 2: Cash Flow

RESOLUTION NO. 19-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA MAKING FINDINGS
REQUIRED UNDER GOVERNMENT CODE SECTION 4217.10-18 AND APPROVING
AGREEMENT FOR ENERGY CONSERVATION SERVICES WITH ENGIE SERVICES US,
INC. AND AUTHORIZING EXECUTION AND RELATED ACTIONS, INCLUDING
FINDING THAT THE PROJECT IS EXEMPT PURSUANT TO SECTIONS 15301 AND
15303 OF THE CEQA GUIDELINES**

WHEREAS, the City of Madera ("City") finds it to be in the best interests of the City to implement projects to promote energy efficiency and renewable energy to achieve utility budget cost reductions; and

WHEREAS, Government Code sections 4217.10 through 4217.18 authorize the City to enter into one or more energy service contracts with any person or entity if the anticipated cost to the City for thermal or electrical energy or conservation services provided under the contract is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence of those energy service contracts ("Savings"); and

WHEREAS, Government Code sections 4217.10 through 4217.18 require that a public hearing be held, and public comment be taken, at a regularly scheduled meeting of the City Council, at which meeting the City Council may consider and adopt the findings described herein and award energy services contracts, and that notice thereof be must given at least two weeks prior to the meeting; and

WHEREAS, the City gave notice of its intent to conduct a public hearing and take public comment upon the subject matter of this Resolution two weeks prior to the regularly scheduled public meeting of the City Council at which the City Council has held a public hearing and taken public comment and has now considered this resolution, all as required under Government Code sections 4217.10 through 4217.18; and

WHEREAS, the City Council conducted a public hearing on November 6, 2019, to consider awarding of the above-referenced contract; and

WHEREAS, Staff has reviewed the proposed action and has determined that the Project is exempt from the California Environmental Quality Act (CEQA, Sections 21000, *et seq.* of the California Public Resources Code) as follows: (i) Categorical Exemption Class I (CEQA Guidelines Section 15301) applies to the minor alteration of existing public facilities, including operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, involving negligible or no expansion of use

beyond that existing at the time of the lead agency's determination; (ii) Class 3 (CEQA Guidelines Section 15303) consists of construction and location of limited numbers of new, small facilities or structures; installation of small new equipment and facilities in small structures; and the conversion of existing small structures from one use to another where only minor modifications are made in the exterior of the structure; and (iii) none of the exceptions in CEQA Guidelines Section 15300.2 are applicable; and

WHEREAS, ENGIE Services U.S. INC. assessed the feasibility of various potential energy conservation measures to reduce the City's energy consumption and expense and recommended specific energy conservation measures based thereon ("Analysis"), upon which the City Council and City Staff have relied; and

WHEREAS, the Analysis demonstrates that the cost for energy conservation services provided under the Agreement is less than the anticipated marginal cost to the City of thermal, electrical, or other energy that would have been consumed by the City in the absence energy conservation services ("Savings"); and

WHEREAS, the Analysis indicates that funds for the repayment of project cost are anticipated to be available from the Savings, representing funds that otherwise would have been used for purchase of electrical, thermal, or other energy required by the City in the absence of the energy conservation services provided under the ENGIE Services U.S. INC. Agreements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA DOES HEREBY FIND, RESOLVE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1. Recitals. All of the recitals herein contained are true and correct and incorporated by reference.

Section 2. CEQA. The Project is exempt under Section 15301 of the CEQA Guidelines as it involves minor alterations of existing public structures and facilities involving negligible expansion of existing use and Section 15301 of the CEQA Guidelines including installation and construction of new equipment and facilities in small structures. Additionally, none of the exceptions in Section 15300.2 of the Guidelines are applicable. (California Code of Regulations, Title 14, Chapter 3)

Section 3. Findings. Based upon the written and verbal reports of staff, the presentation of ENGIE Services U.S. INC., and input from members of the public, the City Council finds that the cost of the ENGIE Services U.S. INC. Agreements to the City for the energy conservation services provided thereunder is less than the anticipated marginal cost to the City

of thermal, electrical, or other energy that would have been consumed by the City in the absence of the energy conservation services and that it is in the best interest of the City to approve and enter into the ENGIE Services U.S. INC. Agreements.

Section 4. Approval of Agreement. The City Council approves the Agreement by and between the City and ENGIE Services U.S. INC. attached as Exhibit A to this Resolution and on file with the City Clerk.

Section 5. The Mayor is authorized and directed to execute and deliver the Agreement and related documents as necessary to carry out the energy services contemplated therein.

Section 6. Effective Date. This resolution shall take effect upon adoption.

The foregoing resolution was approved by the City Council of the City of Madera at a regular meeting held on November 6, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Andrew Medellin
Mayor

ATTEST:

Alicia Gonzales
City Clerk

Attachment: Agreement



**Energy Services Contract
Madera and ENGIE Services U.S.**

**DIR Project Registration # _____
ENGIE Services Project #: CN-000497
ENGIE Services Contract # R 3401**

ENERGY SERVICES CONTRACT

This **ENERGY SERVICES CONTRACT** (this "Contract") is made and entered into as of November 7, 2019 (the "Contract Effective Date") by and between **ENGIE Services U.S. Inc.**, a Delaware corporation, with California State Contractor's License Number 995037 ("ENGIE Services U.S."), and **City of Madera** ("Madera") and together referred to as the "Parties" and each of Madera and ENGIE Services U.S. referred to as a "Party").

CONTRACT RECITALS

WHEREAS, Madera owns and/or operates certain public facilities specifically described in Attachment A (the "Facilities") and Madera wishes to reduce the Facilities' energy consumption and costs and improve the Facilities' energy quality and reliability; and

WHEREAS, ENGIE Services U.S. is a full-service energy services company with the technical capabilities to provide services to Madera including identifying supply-side and/or demand-side energy conservation measures ("ECMs"), engineering, procurement, construction management, installation, construction and training; and

WHEREAS, Madera executed a Program Development Agreement with ENGIE Services U.S. to perform an integrated energy assessment and present Madera with recommendations (the "Recommendations") for the implementation of certain ECMs; and

WHEREAS, in the Recommendations, ENGIE Services U.S. identified potential energy and operational savings opportunities at Madera's Facilities and estimated program costs to implement the recommended ECMs and presented an overall potential energy cost and consumption savings for implementing the ECM recommendations; and

WHEREAS, on October 17, 2018 ENGIE Services U.S. delivered the Recommendations, on an arms' length basis, to personnel of Madera with requisite technical training and experience, for those personnel to make judgments and determinations as to the desired scope of work; and

WHEREAS, Madera has accepted the recommended ECMs and determined that the anticipated cost to Madera to implement the recommended ECMs will be less than the anticipated cost to Madera for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs, that would have been consumed by Madera in the absence of the recommended ECMs in compliance with California Government Code §§4217.10 through 4217.18; and

WHEREAS, pursuant to California Government Code §4217.12, Madera held a regularly scheduled public hearing on November 6, 2019, of which two weeks advance public notice was given regarding this Contract and its subject matter, and

WHEREAS, at the conclusion of the public hearing, Madera determined (i) that the anticipated cost to Madera to implement the recommended ECMs will be less than the anticipated cost to Madera for thermal, electrical, and other energy, together with anticipated operational, maintenance and other costs that would be consumed by Madera in the absence of the recommended ECMs and (ii) that entering into this energy services contract to implement the ECM recommendations is in the best interests of Madera and that California Government Code §4217.10 *et seq.* allows Madera to enter into this Contract; and

WHEREAS, by adoption of Resolution No. _____ at the above-referenced meeting, Madera approved this Contract and authorized its execution.

NOW, THEREFORE, Madera and ENGIE Services U.S. hereby agree as follows:

ARTICLE 1. DEFINITIONS

For purposes of this Contract and its Attachments, defined terms will have the following meanings:

“Abnormally Severe Weather Conditions” means typhoons, hurricanes, tornadoes, lightning storms and other climatic and weather conditions that are abnormally severe for the period of time when, and the area where, such storms or conditions occur, in each case occurring at a property, the access roads to a property, or any other location where Work or Professional Services are then being performed. The term “Abnormally Severe Weather Conditions” specifically includes rain, snow or sleet in excess of one hundred fifty percent (150%) of the median level over the preceding ten (10) year period for the local geographic area and time of year in which such rain, snow or sleet accumulates.

“Act” is defined in ARTICLE 14.

“Affiliate” means any Person that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with the Person specified. For purposes of this definition, control of a Person means the power, direct or indirect, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise; ownership of fifty percent (50%) or more of the voting securities of another Person creates a rebuttable presumption that such Person controls such other Person.

“Applicable Law” means any statute, law, treaty, building code, rule, regulation, ordinance, code, enactment, injunction, writ, order, decision, authorization, judgment, decree, protocol, procedure or other legal or regulatory determination or restriction by a court or Governmental Authority of competent jurisdiction, as may be in effect at the time the Work or Professional Services are undertaken.

“Applicable Permits” means all permits, approvals, inspections and certifications required to be issued by any Governmental Authority in connection with the Professional Services or the building, installation and start-up of the Work as of the Contract Effective Date.

“Application for Payment” means a monthly progress payment as described in Section 8.01.

“Attachment” means the following attachments to this Contract, each of which is an “Attachment:”

Attachment A	Madera's Facilities and Existing Equipment
Attachment B	Standards of Occupancy and Control
Attachment C	Scope of Work
Attachment D	Scope of Monitoring Installation
Attachment E	M&V Services
Attachment F	Maintenance Services
Attachment G	Education Services

“Beneficial Use” means when major new equipment and systems included in the Scope of Work are properly installed, inspected, operational, and are capable of being used for their intended purpose. For purposes of clarity, Beneficial Use includes permission to operate the Generating Facility(ies) from the Utility. Criteria for Beneficial Use of equipment / systems will be established as defined in Attachment C.

“Business Day” means any calendar day other than a Saturday, a Sunday or a calendar day on which banking institutions in San Francisco, California, are authorized or obligated by law or executive order to be closed.

“CEQA” means the California Environmental Quality Act, codified at California Public Resource Code § 21000 *et seq.*, and the applicable state and local guidelines promulgated thereunder.

“Certificate of Beneficial Use” means the certificate, issued by ENGIE Services U.S. to Madera and subcontractor(s), which identifies when Madera took Beneficial Use of the Work or any portion thereof. A Certificate of Beneficial Use may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“Certificate of Final Completion” means the certificate issued by ENGIE Services U.S. to Madera, in accordance with Section 6.03. A Certificate of Final Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work. The Certificate of Final Completion is separate from a Notice of Completion which is defined below.

“Certificate of Substantial Completion” means the certificate issued by ENGIE Services U.S. to Madera, in accordance with Section 6.02. A Certificate of Substantial Completion may be executed for an individual subcontract, a specific building, a portion of the Work, or the entire Work.

“Change” means any addition to, deletion from, suspension of, or other modification to the quality, function, or intent of the Work or Professional Services.

“Change in Law” means any of the following events or circumstances occurring after the Contract Effective Date: (i) an amendment, modification, interpretation, construction, enforcement standard, supplement or other change in or repeal of an existing Applicable Law; or (ii) an enactment or making of a new Applicable Law (excluding a change in any income or franchise tax law, worker’s compensation, payroll or withholding tax law).

“Change Order” means a written document, signed by both ENGIE Services U.S. and Madera, authorizing ENGIE Services U.S. to perform a Change. The Change Order modifies the Scope of Work and should identify: (i) the applicable Change; (ii) any additional compensation to be paid to ENGIE Services U.S. to perform such Change; and (iii) any extension of time to complete the Project.

“Construction” means any and all Work to be performed that involves construction, alteration, repair, installation or removal of equipment, addition to, subtraction from, improving, moving, wrecking or demolishing any building, parking facility, excavation, or other structure or improvement, or any part thereof.

“Construction Documents” means the final designs, drawings, specifications and submittals that are used for Construction, and any Change Orders affecting those documents, that describe the technical requirements for the installation of all the materials and equipment pursuant to this Contract.

“Construction Period” means the period beginning with the first day of the month in which material or equipment is first installed at the Facilities and continuing until the M&V Commencement Date.

“Contract” is defined in the Preamble, and includes all Attachments hereto (all of which are incorporated herein by this reference), as well as all Change Orders, amendments, restatements, supplements and other modifications hereto which are mutually approved by the Parties.

“Contract Amount” means Eighteen Million Eight Hundred Forty-Eight Thousand Eight Hundred Sixty-Two Dollars (\$18,848,862.00), which is inclusive of the assessment fee for the Recommendations and the mobilization payment, as set forth in Section 8.01, but exclusive of any fees for Professional Services.

“Contract Bonds” is defined in 0.

“Contract Effective Date” is defined in the Preamble.

“Delay” means any circumstances involving delay, disruption, hindrance or interference affecting the time of performance of the Work or the Professional Services.

“Dispute” is defined in Section 19.02.

“DOE Guidelines” is defined in Section 13.01.

“ECM” is defined in the Recitals.

“Educations Services” are defined in Attachment G.

“EMS” means an energy management system.

“Energy Delivery Point” means, for each Generating Facility, the point at which Utility meter energy is being delivered, as designated in the Interconnection Agreement.

“Energy Usage Data” is defined in Section 2.05.

“ENGIE Services U.S.” is defined in the Preamble.

“ENGIE Services U.S. Warranty” is defined in Section 9.01.

“Event of Default” is defined in ARTICLE 16.

“Excusable Event” means an act, event, occurrence, condition or cause beyond the control of ENGIE Services U.S., which causes a delay of more than three (3) days, including, but not limited to, the following: (i) any act or failure to act of any Madera Person; (ii) the failure to obtain, or delay in obtaining, any Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority (including due to failure to make timely inspection), or Delays caused by Changes and/or modifications to the Scope of Work required by a Governmental Authority, subject to documented evidence that ENGIE Services U.S. diligently and timely made all reasonable efforts to secure such Interconnection Agreement, Applicable Permit, or approval of a Governmental Authority and that the action or inaction of ENGIE Services U.S. did not contribute to or cause such failures or delays; (iii) changes in the design, scope or schedule of the Work required by any Governmental Authority or Madera Person; (iv) undisclosed or unforeseen conditions encountered at the Project Location, including discovery or existence of Hazardous Substances, except as otherwise specifically set forth in this Contract; (v) the failure to obtain, or delay in obtaining, approval of any Governmental Authority for design and installation of any portion of the Work, including any further or subsequent approval required with respect to any Change, other than a failure caused by the action or inaction of ENGIE Services U.S.; (vi) information provided to ENGIE Services U.S. by any Madera Person or Utility is later found to be inaccurate or incomplete; (vii) any Change in Law; (viii) Delay caused by pending arbitration; (ix) acts of God; (x) acts of the public enemy or terrorist acts; (xi) work by Utility unless the delay is attributable to ENGIE Services U.S.; (xii) flood, earthquake, tornado, storm, fire, explosions, lightning, landslide or similar cataclysmic occurrence; (xiii) sabotage, vandalism, riots or civil disobedience; (xiv) labor disputes or strikes; (xv) labor or material shortages, delay in manufacturing and deliveries of equipment; (xvi) Abnormally Severe Weather Conditions; (xvii) an annual level of direct beam solar resource availability that is less than or equal to 90% of historical averages as measured by long-term weather data (minimum 5 years) collected at the applicable Facility and/or other reliable calibrated and appropriate weather station representative of such Facility; (xviii) requirement by Utility that any Generating Facility discontinue operation; (xix) any action by a Governmental Authority that prevents or inhibits the Parties from carrying out their respective obligations under this Contract (including an unstayed order of a court or administrative agency having the effect of subjecting the sales of energy output to federal or state regulation of prices and/or services); or (xx) any Utility power outage at a Facility.

“Facilities” is defined in the Recitals.

“Final Completion” means the stage in the progress of the Work at which the Construction Work as identified in the Scope of Work, or a designated portion thereof, has been completed and commissioned, including completion of all Punch List items, completion of all required training, and delivery to Madera of the final documentation (as-built drawings, operation and maintenance manuals, warranty documentation and final submittals).

“Generating Facility” means each of the photovoltaic, solar powered generating facilities located at the sites listed in Attachment E, and includes all associated photovoltaic panels, mounting assemblies, inverters, converters, metering, lighting fixtures, transformers, ballasts, disconnects, combiners, switches, wires and other equipment that may be necessary to connect the Generating Facility to the applicable Energy Delivery Point.

“Governmental Authority” means any federal, state, regional, town, county, city, municipal or local government agency, department or regulatory body having jurisdiction under Applicable Law over the matter in question.

“Greenhouse Gas” is defined in Section 13.01.

“Hazardous Substances” means (i) any hazardous, toxic, or dangerous wastes, substances, chemicals, constituents, contaminants, pollutants, and materials and any other carcinogenic, liquids, corrosive, ignitable, radioactive, reactive, toxic, or otherwise hazardous substances or mixtures (whether solids, liquids, gases) now or at any time subject to regulation, control, remediation, or otherwise addressed under Applicable Laws; (ii) any “hazardous substance” as defined by the Resource, Conservation and Recovery Act of 1976 (42 U.S.C. §6901 *et seq.*), as amended, and regulations promulgated thereunder;

(iii) any “hazardous, toxic or dangerous waste, substance or material” specifically defined as such in 42 U.S.C. §9601 *et seq.*, as amended and regulations promulgated thereunder; and (iv) any hazardous, toxic or dangerous waste, substance, or material as defined in any so-called “superfund” or “superlien” law.

“**Incentive Funds**” is defined in Section 8.06.

“**Installation**” means the setting up, construction, and placement of any equipment or materials in the manner it will be operated, in accordance with the Scope of Work and in accordance with all Applicable Laws.

“**Instruments of Service**” is defined in Section 10.01(c).

“**Interconnection Agreement**” means the Interconnection Agreement to be entered into between Madera and the Utility with respect to the Generating Facilities.

“**Interconnection Facilities**” is defined in Section 18.02.

“**Interest**” means interest calculated at the lesser of (i) the prime rate plus two percent (2%) or (ii) the maximum rate permitted by Applicable Law. The “prime rate” will be the “Prime Rate” of interest per annum for domestic banks as published in The Wall Street Journal in the “Money Rates” section.

“**Losses**” is defined in Section 11.01.

“**M&V Commencement Date**” means the first day of the month immediately following the later of (i) ENGIE Services U.S.’s receipt of the fully signed Certificate of Final Completion, and (ii) ENGIE Services U.S.’s receipt of the full Contract Amount.

“**M&V Services**” are defined in Attachment E.

“**Madera**” is defined in the Preamble.

“**Madera Persons**” means Madera, its agents, employees, subcontractors, architects, general contractors, lease/leaseback contractors or other Persons acting on behalf of Madera or for whom Madera is responsible.

“**Maintenance Services**” are defined in Attachment F.

“**Measurement Period**” means each one-year period following the M&V Commencement Date.

“**NEC**” means the National Electric Code.

“**Notice of Completion**” means the document adopted by the Madera City Council signifying completion of the Project and filed with the County of Madera.

“**Notice to Proceed**” is defined in Section 2.04.

“**Party**” and “**Parties**” are defined in the Preamble.

“**Person**” means any natural person, corporation, general partnership, limited partnership, limited liability company, proprietorship, other business organization, trust, union, association or Governmental Authority.

“**Professional Services**” means professional services (such as Education Services, Maintenance Services and M&V Services) provided by ENGIE Services U.S. to Madera under this Contract.

“**Project**” means the entirety of Work to be performed by ENGIE Services U.S. pursuant to the Scope of Work, and any Change Orders.

“**Project Location**” means the area or areas where the Project materials and equipment and any other energy related equipment, as described in the Scope of Work, are installed, and the general area where the Work is performed.

“**Punch List**” means, with respect to any portion of the Work, a list of minor corrective items which need to be completed or corrected in order to complete such portion of the Work, but do not impair Madera’s ability to beneficially operate and utilize such portion of the Work.

“**Recommendations**” is defined in the Recitals.

"Retained Items" is defined in Section 10.02.

"Retention" is defined in Section 8.03.

"Schedule of Values" is defined in Section 8.01.

"Scope of Work" means the Work set forth in Attachments C and D, as modified by any Change Order.

"Substantial Completion" means the stage in the progress of the Work at which the Work, or a designated portion thereof, is sufficiently complete, in conformance with the Scope of Work, the Construction Documents and any Change Orders, so that Madera can take Beneficial Use thereof.

"Surety" means the surety supplying the Contract Bonds, which must be an "admitted surety insurer," as defined by California Code of Civil Procedure §995.120, authorized to do business in the State of California, and reasonably satisfactory to Madera.

"Utility" is defined in Section 18.02.

"Work" means the Work to be done by ENGIE Services U.S. pursuant to the Scope of Work, subject to any Change Orders.

ARTICLE 2. TERM; PERFORMANCE OF THE WORK

Section 2.01 Contract Term. The term of this Contract commences on the Contract Effective Date and ends on the last day on which Professional Services are provided, unless terminated earlier as provided in this Contract.

Section 2.02 Performance of Work. The Work and Professional Services to be performed hereunder will be provided in accordance with the terms of this Contract and the applicable standard of care. ENGIE Services U.S. will perform its obligations under this Contract (i) using the degree of skill and care that is required by current, good and sound professional procedures and practices, and (ii) in conformance with (1) generally accepted professional standards prevailing at the time the Work is performed, (2) the covenants, terms and conditions of this Contract, and (3) applicable laws, codes, rules and regulations, including, without limitation, the applicable provisions of the California Building Code. ENGIE Services U.S. represents and warrants that it is fully experienced in projects of the nature and scope of the Work and Professional Services, and that it is properly qualified, licensed and equipped to supply and perform the Work and Professional Services. The Work completed herein will be subject to Madera's general right of inspection and supervision to secure the satisfactory completion thereof in accordance with this Contract.

Section 2.03 Scope of Work.

- (a) The Scope of Work may not exceed that set forth in Attachments C and D, except pursuant to a Change Order.
- (b) The Professional Services may not exceed those set forth in Attachments E, F and G, except pursuant to a Change Order.

Section 2.04 Notice to Proceed. Within ten (10) days after Madera has closed the financing referenced in Section 2.07, Madera will issue to ENGIE Services U.S. a written Notice to Proceed ("Notice to Proceed"). ENGIE Services U.S. will begin Work within thirty (30) calendar days after ENGIE Services U.S.'s receipt of the Notice to Proceed. If Madera fails to issue the Notice to Proceed within twenty (20) calendar days after the financing has closed, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount as a result of such delay.

Section 2.05 Project Schedule. After receipt of the Notice to Proceed, ENGIE Services U.S. will develop, with input from Madera, a master project schedule using Microsoft Project®. ENGIE Services U.S. will establish a weekly construction meeting at which time the Work of the previous week will be reviewed and a two-week look ahead will be coordinated. The project schedule will be updated monthly.

Section 2.06 Madera's Energy and Operational Records and Data. If ENGIE Services U.S. requests, Madera will provide to ENGIE Services U.S., within thirty (30) calendar days after such request, Madera's Energy Usage Data for the twelve (12) months preceding the Contract Effective Date, and will make commercially reasonable efforts to provide the Energy Usage Data for the thirty-six (36) months preceding the Contract Effective Date. "Energy Usage Data" means all of Madera's records and complete

data concerning energy usage, energy-related maintenance, and other related costs for the Facilities, and including, without limitation, utility records; occupancy information; descriptions of any past, present or anticipated changes in a building's structure or its heating, cooling, lighting or other systems or energy requirements; descriptions of all energy consuming or saving equipment used in the Facilities; applicable building drawings, specifications, existing AutoCAD files, operation and maintenance manuals, and as-builts; bills and records relating to operation and maintenance of systems and equipment within the Facilities, and a description of operation and management procedures currently utilized. Madera agrees that ENGIE Services U.S. may rely on the foregoing data as being accurate in all respects. If ENGIE Services U.S. requests, Madera will also provide to ENGIE Services U.S., within thirty (30) calendar days after such request, any prior energy audits of the Facilities, and copies of Madera's financial statements and records related to energy usage and operational costs for said time period at the Facilities, and will authorize its agents and employees to provide and freely discuss such records and to make themselves available for consultations and discussions with authorized representatives, employees, subcontractors, and agents of ENGIE Services U.S.

Section 2.07 Finance Contingency. It is acknowledged and agreed by the Parties that the continued existence of this Contract is expressly contingent upon Madera closing financing that will allow it to make the payments to ENGIE Services U.S. required by this Contract. Madera will have sixty (60) calendar days after the Contract Effective Date to close such financing. If the financing is not closed within this time, for any reason, either Party may by written notice to the other Party declare this Contract to be null and void; and the Contract will be null and void as of the other Party's receipt of this notice; *provided* that Madera may not declare this Contract to be null and void after it has issued the Notice to Proceed. It is acknowledged and agreed that ENGIE Services U.S. will have no obligation to commence performance of the Work unless and until the financing has been closed.

Section 2.08 Proof of Financial Arrangements. Prior to the commencement of the Work, Madera will provide ENGIE Services U.S. proof that financial arrangements have been made to fulfill Madera's obligations under this Contract. Madera's requirement to furnish such proof to ENGIE Services U.S. is a condition precedent to commencement of the Work. After commencement of the Work, ENGIE Services U.S. may request such proof if (i) Madera fails to make payments to ENGIE Services U.S. as this Contract requires; (ii) a Change in the Work materially changes the Contract Amount; or (iii) ENGIE Services U.S. has other reasonable concerns regarding Madera's ability to fulfill its payment obligations under this Contract when due. Madera will furnish such proof as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After Madera furnishes any such proof, Madera will not materially vary such financial arrangements without prior consent of ENGIE Services U.S. If Madera fails to provide ENGIE Services U.S. with such proof within ten (10) calendar days of receiving a demand from ENGIE Services U.S., ENGIE Services U.S. will be entitled to suspend its performance under this Contract until such proof is received.

ARTICLE 3. PROJECT IMPLEMENTATION - GENERAL

Section 3.01 Registrations, Permits and Approvals.

- (a) Prior to issuing the Notice to Proceed, Madera must register the Project with the California Department of Industrial Relations, using Form PWC-100.
- (b) Madera will cooperate fully with and assist ENGIE Services U.S. in obtaining all Applicable Permits required under this Contract. ENGIE Services U.S. is responsible for obtaining (but not paying for) Applicable Permits, except those Applicable Permits to be issued by Madera itself. Madera will be responsible for obtaining and paying for all other inspections, certifications, permits or approvals that may be required, including annual operating permits and any approvals or exemptions required by CEQA, as applicable.
- (c) Madera is responsible for hiring and paying inspectors, and for fees associated with plan checks (including expedited plan checks), permits, inspections, and certifications. In the event that the Utility requires additional work as part of the Interconnection Agreement for the RES-BCT Generating Facility that exceeds ENGIE Services U.S.'s estimate of the cost for such Interconnection Agreement by fifty percent (50%) or more, ENGIE Services U.S. shall have the right to remove the RES-BCT Generating Facility from the Scope of Work unless Madera and ENGIE Services U.S. mutually agree on an allocation of the additional costs.

Section 3.02 Coordination. Madera will be responsible for coordinating the activities of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors and suppliers with those of Madera Persons.

Section 3.03 Project Meetings/Status Updates. During the course of the Work, ENGIE Services U.S. will periodically meet with Madera to report on the general status and progress of the Work.

Section 3.04 Project Location Access. Madera hereby grants to ENGIE Services U.S., without cost to ENGIE Services U.S., all rights of ingress and egress at the Project Location, necessary for ENGIE Services U.S. to perform the Work and provide all services contemplated by this Contract. ENGIE Services U.S. will provide twenty-four-hour advance notice to Madera for access to any Madera Facilities. All persons entering the Project Location, including Madera and its employees and agents, must follow ENGIE Services U.S.'s safety procedures. ENGIE Services U.S. may (but is not required to) make transportation available to Madera and Madera's employees and agents between and within Project Locations, which if offered will be deemed part of the Scope of Work and included in the Contract Amount.

Section 3.05 Consents; Cooperation. Whenever a Party's consent, approval, satisfaction, or determination will be required or permitted under this Contract, and this Contract does not expressly state that the Party may act in its sole discretion, such consent, approval, satisfaction, or determination will not be unreasonably withheld, qualified, conditioned, or delayed, whether or not such a "reasonableness" standard is expressly stated in this Contract. Whenever a Party's cooperation is required for the other Party to carry out its obligations hereunder, each Party agrees that it will act in good faith and reasonably in so cooperating with the other Party or its designated representatives or assignees or subcontractors. Each Party will furnish decisions, information, and approvals required by this Contract in a timely manner so as not to delay the other Party's performance under this Contract.

Section 3.06 Independent Contractor. The Parties hereto agree that ENGIE Services U.S., and any agents and employees of ENGIE Services U.S., its subcontractors and/or consultants, is acting in an independent capacity in the performance of this Contract, and not as a public official, officer, employee, consultant, or agent of Madera for purposes of conflict of interest laws or any other Applicable Law.

ARTICLE 4. FINAL DESIGN PHASE – CONSTRUCTION DOCUMENTS / EQUIPMENT PROCUREMENT

Section 4.01 General Provisions.

- (a) After receipt of the Notice to Proceed, ENGIE Services U.S. will proceed with the preparation of any necessary designs, drawings, and specifications related to the Scope of Work.
- (b) After completion of the design phase and approval of the final plans and specifications by Madera, ENGIE Services U.S. will order the equipment identified in the Scope of Work, and any other necessary materials and supplies in order to meet the project schedule.
- (c) Madera will designate a single-point representative with whom ENGIE Services U.S. may consult on a reasonable, regular basis and who is authorized to act on Madera's behalf with respect to the Project design. Madera's representative will render decisions in a timely manner with regard to any documents submitted by ENGIE Services U.S. and to other requests made by ENGIE Services U.S. in order to avoid delay in the orderly and sequential progress of ENGIE Services U.S.'s design services.
- (d) Within twenty (20) Business Days after ENGIE Services U.S.'s request, Madera will:
 - (i) furnish all surveys or other information in Madera's possession that describe the physical characteristics, legal limitations, and utility locations in and around the Project Location;
 - (ii) disclose any prior environmental review documentation and all information in its possession concerning subsurface conditions, including without limitation the existence of any known Hazardous Substances, in or around the general area of the Project Location;
 - (iii) supply ENGIE Services U.S. with all relevant information in Madera's possession, including any as-built drawings and photographs, of prior construction undertaken at the Project Location; and

- (iv) obtain any and all easements, zoning variances, planning approvals, including any resolution of any environmental impact issues, and any other legal authorization regarding utilization of the Project Location for the execution of the Work.
- (e) All information furnished pursuant to this Section 4.01 will be supplied at Madera's expense, and ENGIE Services U.S. will be entitled to rely upon the accuracy and completeness of all information provided. If ENGIE Services U.S. is adversely affected by any failure to provide, or delay in providing, the information specified in Section 4.01(d), ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) If any information disclosed under this Section 4.01 gives rise to a Change to the Work or an Excusable Event, ENGIE Services U.S. will notify Madera. The Parties will meet and confer with respect to those Changes, and ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. If the Parties, however, are unable to agree on whether Madera's disclosed information gives rise to a Change to the Work or an Excusable Event, those disputes are to be resolved in accordance with ARTICLE 19.
- (g) ENGIE Services U.S. contemplates that it will not encounter any Hazardous Substances at the Project Location, except as has been disclosed as a pre-existing condition by Madera prior to the Contract Effective Date. However, any disclosure of Hazardous Substances that will affect the performance of the Work after the Contract Effective Date will constitute a valid basis for a Change Order.

Section 4.02 Review of Construction Documents. ENGIE Services U.S. will prepare and submit all drawings and specifications to Madera for review. Madera will review the documents and provide any comments in writing to ENGIE Services U.S. within ten (10) Business Days after receipt of the documents. ENGIE Services U.S. will incorporate appropriate Madera comments into the applicable drawings and specifications. ENGIE Services U.S. reserves the right to issue the drawings and specifications in phases to allow Construction to be performed in phases. If Madera fails to provide written comments within the twenty (20) Business Day period, Madera will be deemed to have no comments regarding the documents.

Section 4.03 Permits. The respective obligations of the Parties in obtaining inspections and permits are as specified in Section 3.01. Madera will agree to any nonmaterial changes to the designs, drawings, and specifications required by any Governmental Authority. The Contract Amount must be increased by any additional cost incurred by ENGIE Services U.S. due to a Change required by a Governmental Authority and the time required to complete the Work must be increased by the number of additional days required to complete the Work because of a Change imposed by a Governmental Authority.

Section 4.04 Changes During Final Design Phase. If during the design phase any Madera Person requests Changes and/or modifications to the Work and/or an Excusable Event occurs, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount. Valid bases for additional compensation and/or time extension include, but are not limited to: (i) any Madera Person requests changes and/or modifications to the Project Scope of Work during the Project design phase; (ii) any Madera Person causes delays during ENGIE Services U.S.'s design work; (iii) the discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed as of the Contract Effective Date; (iv) the discovery of Hazardous Substances at or impacting the Project Location; (v) changes to the Scope of Work required to obtain Applicable Permits; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Madera Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work, that increases the agreed-upon Contract Amount or increases the time needed to complete the Work.

ARTICLE 5. CONSTRUCTION PHASE

Section 5.01 General Provisions. Upon securing the requisite Applicable Permits pursuant to Section 3.01, and completion of Construction Documents, ENGIE Services U.S. will commence the construction of the Project in accordance with the Construction Documents. The construction will be performed in accordance with all Applicable Laws and Applicable Permits, by ENGIE Services U.S. and/or one or more licensed subcontractors qualified to perform the Work.

Section 5.02 ENGIE Services U.S.'s Responsibilities during Construction Phase.

- (a) As an independent contractor to Madera, ENGIE Services U.S. will provide, or cause to be provided by its subcontractor(s), all labor, materials, equipment, tools, transportation, and other facilities and services necessary for the proper execution, construction, and completion of the Work. ENGIE Services U.S. will purchase in advance all necessary materials and supplies for the construction of the Project in order to assure the prompt and timely delivery of the completed Work pursuant to the project schedule. ENGIE Services U.S. will also be responsible for all means, methods, techniques, sequences, and procedures required by the Construction Documents.
- (b) ENGIE Services U.S. will make commercially reasonable efforts to coordinate construction activities and perform the Work to minimize disruption to Madera's operations at the Project Location. ENGIE Services U.S. will provide at least fifteen (15) calendar days' written notice to Madera of any planned power outages that will be necessary for the construction. ENGIE Services U.S. will cooperate with Madera in scheduling such outages, and Madera agrees to provide its reasonable approval of any scheduled outage. Planned power outages typically will not exceed eight (8) hours and will be performed on Saturdays.
- (c) ENGIE Services U.S. will initiate and maintain a safety program in connection with its Construction of the Project. ENGIE Services U.S. will take reasonable precautions for the safety of, and will provide reasonable protection to prevent damage, injury, or loss to: (i) employees of ENGIE Services U.S. and subcontractors performing Work under this Contract; (ii) ENGIE Services U.S.'s property and other materials to be incorporated into the Project, under the care, custody, and control of ENGIE Services U.S. or its subcontractors; and (iii) other property at or adjacent to the Project Location not designated for removal, relocation, or replacement during the course of construction. ENGIE Services U.S. will not be responsible for Madera's employees' safety unless ENGIE Services U.S.'s negligence in the performance of its Work is the proximate cause of the employee's injury.
- (d) ENGIE Services U.S. will provide notice to Madera of scheduled test(s) of installed equipment, if any, and Madera and/or its designees will have the right to be present at any or all such tests conducted by ENGIE Services U.S., any subcontractor, and/or manufacturers of the equipment.
- (e) Pursuant to California Labor Code §6705, if the Work is a public work involving an estimated expenditure in excess of \$25,000 and includes the excavation of any trench or trenches five (5) feet or more in depth, ENGIE Services U.S. will, in advance of excavation, submit to Madera and/or a registered civil or structural engineer, employed by Madera, to whom authority to accept has been delegated, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches, which provisions will be no less effective than the current and applicable CAL-OSHA Construction Safety Orders. No excavation of such trench or trenches may be commenced until this detailed plan has been accepted by Madera or by the person to whom authority to accept has been delegated by Madera. Pursuant to California Labor Code §6705, nothing in this Section 5.02(e) imposes tort liability on Madera or any of its employees.
- (f) Pursuant to California Public Contract Code §7104, if the Work is a public work involving digging trenches or other excavations that extend deeper than four (4) feet below the surface of the ground:
 - (i) ENGIE Services U.S. will promptly, and before the following conditions are disturbed, notify Madera, in writing, of any:
 1. Material that ENGIE Services U.S. believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 2. Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to ENGIE Services U.S. before the Contract Effective Date;
 3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
 - (ii) Madera will promptly investigate the conditions and, if it finds that the conditions do materially so differ or do involve hazardous waste, and cause a decrease or increase in

ENGIE Services U.S.'s cost of, or the time required for, performance of any part of the Work will issue a Change Order under the procedures described in this Contract.

- (iii) If a dispute arises between Madera and ENGIE Services U.S., whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in ENGIE Services U.S.'s cost of, or time required for, performance of any part of the Work, ENGIE Services U.S. will not be excused from any scheduled completion date provided for by this Contract but will proceed with all Work to be performed under this Contract. ENGIE Services U.S. will retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the Parties.

Section 5.03 Madera's Responsibilities during Construction Phase.

- (a) Madera will designate a single-point representative authorized to act on Madera's behalf with respect to Project construction and/or equipment installation. Madera may from time to time change the designated representative and will provide written notice to ENGIE Services U.S. of such change. Any independent review of the construction will be undertaken at Madera's sole expense, and will be performed in a timely manner so as to not unreasonably delay the orderly progress of ENGIE Services U.S.'s Work.
- (b) Madera will provide a temporary staging area for ENGIE Services U.S., or its subcontractors, to use during the construction phase to store and assemble equipment for completion of the Work, if needed. Madera will provide sufficient space at the Facilities for the performance of the Work and the storage, installation, and operation of any equipment and materials and will take reasonable steps to protect any such equipment and materials from harm, theft and misuse. Madera will provide access to the Facilities, including parking permits and identification tags, for ENGIE Services U.S. and subcontractors to perform the Work during regular business hours, or such other reasonable hours as may be requested by ENGIE Services U.S. and acceptable to Madera. Madera will also either provide a set or sets of keys to ENGIE Services U.S. and its subcontractors (signed out per Madera policy) or provide a readily available security escort to unlock and lock doors. Madera will not unreasonably restrict ENGIE Services U.S.'s access to Facilities to make emergency repairs or corrections as ENGIE Services U.S. may determine are needed.
- (c) Madera will maintain the portion of the Project Location that is not directly affected by ENGIE Services U.S.'s Work. Madera will keep the designated Project Location and staging area for the Project free of obstructions, waste, and materials within the control of Madera.
- (d) Madera will obtain any required environmental clearance from, and any inspections, including special inspections, or permits required by, any federal, state, and local jurisdictions, including but not limited to any clearances required under CEQA, prior to scheduled construction start date.
- (e) Madera will prepare the Project Location for construction, including, but not limited to, clearance of all above and below ground obstructions, such as vegetation, buildings, appurtenances, and utilities. Subsurface conditions and obstacles (buried pipe, utilities, etc.) that are not otherwise previously and accurately documented by Madera and such documentation made available to ENGIE Services U.S. are the responsibility of Madera. If ENGIE Services U.S. encounters such unforeseen conditions in the performance of the Work, ENGIE Services U.S. will be entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount.
- (f) Madera will remove any Hazardous Substances either known to Madera prior to the commencement of the Work or encountered by ENGIE Services U.S. during the construction of the Project, if necessary in order for the Work to progress safely, that were not knowingly released or brought to the site by ENGIE Services U.S. ENGIE Services U.S. will respond to the discovery of Hazardous Substances at or around the Project Location during the course of ENGIE Services U.S.'s construction in accordance with Section 5.06.
- (g) Madera will coordinate the Work to be performed by ENGIE Services U.S. with its own operations and with any other construction project that is ongoing at or around the Project Location, with the exception that ENGIE Services U.S. will coordinate the Interconnection Facilities work, if any, which will be performed by the local utility.

- (h) Madera will, and will cause Madera Persons to, allow ENGIE Services U.S. and its subcontractors access to and reasonable use of necessary quantities of Madera's water and other utilities, including electrical power, as needed for the construction of the Work, at no cost to ENGIE Services U.S.
- (i) Madera will, and will cause Madera Persons to, provide ENGIE Services U.S. and/or its subcontractors with reasonable access to the Project Location to perform the Work, including without limitation and at no extra cost to ENGIE Services U.S., access to perform Work on Saturdays, Sundays, and non-regular working hours.
- (j) Madera will also do the following:
 - (i) Attend the regularly scheduled progress meetings. Participate, with reasonable notice, as needed regarding scheduling of the Work.
 - (ii) When requested by ENGIE Services U.S., participate in the job inspection walk-through with ENGIE Services U.S. to determine Substantial Completion or Beneficial Use of major equipment, and will sign the Certificate(s) of Substantial Completion.
 - (iii) Perform a final walk-through of the Project and, upon receipt of the operation and maintenance manuals and as-built drawings, sign the Certificate of Final Completion for the related Work.
 - (iv) Upon the completion of the entire Scope of Work listed in Attachment C, including training, if any, and submission of close-out documents, sign a Certificate of Final Completion for the entire Project.

Section 5.04 Changes.

- (a) Change Orders Generally. Changes and/or modifications to the Scope of Work will be authorized by a written Change Order signed by both Parties. The Change Order should state the change and/or modification to the Scope of Work, any additional compensation to be paid, and any applicable extension of time. ENGIE Services U.S. may, at its election, suspend performance of that portion of the Work affected by any proposed Change until a written Change Order with respect to the Changed or modified Work has been signed by both Madera and ENGIE Services U.S. ENGIE Services U.S. will use its reasonable efforts to continue other portions of the Work not affected or impacted by such proposed Change until such time as the applicable Change Order is resolved.
- (b) Change Orders Requiring Additional Compensation. If during construction any Madera Person requests material changes and/or modifications to the Work, and/or there are Excusable Events, Madera will pay the extra costs caused by such material modifications and/or changes and/or Excusable Event and ENGIE Services U.S. will be entitled to additional compensation for the following reasons, that include, but are not limited to: (i) any Madera Person requests changes and/or modifications to the Scope of Work during the construction phase of the Project; (ii) any Madera Person causes delays during ENGIE Services U.S.'s construction work; (iii) discovery of subsurface or other site conditions that were not reasonably anticipated or disclosed prior to the commencement of the Work; (iv) discovery of Hazardous Substances at or impacting the Project Location; (v) changes and/or modifications to the Scope of Work required to obtain required permits and approvals as required by any Governmental Authority; (vi) damage to any equipment or other Work installed by ENGIE Services U.S. caused by the act or omission of any Madera Person; (vii) changes and/or modifications to Scope of Work ordered by any Governmental Authority; and (viii) any other condition that would not reasonably have been anticipated by ENGIE Services U.S., that modifies and/or changes the Scope of Work or the Contract Amount.
- (c) Change Orders Requiring Additional Time. If during construction any Madera Person requests material changes and/or modifications to the Scope of Work and/or an Excusable Event occurs, the Parties agree that an equitable extension of time to complete the Work may be necessary. Prior to any extension of time, ENGIE Services U.S. will use commercially reasonable efforts to make up such delays, including authorizing overtime payments; *provided* that Madera has issued a Change Order authorizing any such overtime payment and has specifically agreed to pay all costs, including administrative charges and expenses, associated therewith.

- (d) Method for Adjustment. An increase or decrease in the Contract Amount and/or time resulting from a Change in the Work and/or Excusable Event must be determined by one or more of the following methods:
- (i) unit prices set forth in this Contract or as subsequently agreed;
 - (ii) a mutually accepted, itemized lump sum; or
 - (iii) costs calculated on a basis agreed upon by Madera and ENGIE Services U.S. plus a fee (either a lump sum or a fee based on a percentage of cost) to which the Parties agree.
- (e) Disagreements. If there is a disagreement between Madera and ENGIE Services U.S. as to whether ENGIE Services U.S. is entitled to an equitable extension of time and/or an equitable adjustment in the Contract Amount, those disputes are to be resolved in accordance with the provisions of ARTICLE 19. Pending the resolution of any such dispute, ENGIE Services U.S. may suspend Work.

Section 5.05 Minor Changes to Scope of Work. Madera has the authority to make minor changes that do not change the total Contract Amount or Time to complete the Work and are consistent with the intent of the Construction Documents. ENGIE Services U.S. has the authority to make minor changes that do not change the total Contract Amount and are consistent with the intent of the Construction Documents, without prior notice to Madera. ENGIE Services U.S. will either promptly inform Madera, in writing, of any minor changes made during the implementation of the Project, or make available to Madera at the site a set of as-built drawings that will be kept current to show those minor changes.

Section 5.06 Hazardous Substances.

- (a) ENGIE Services U.S. will promptly provide written notice to Madera if ENGIE Services U.S. observes any Hazardous Substance, as defined herein, at or around the Facilities during the course of construction or installation of any equipment which have not been addressed as part of the Scope of Work. ENGIE Services U.S. will have no obligation to investigate the Facilities for the presence of Hazardous Substances prior to commencement of the Work unless otherwise specified in the Scope of Work. Madera will be solely responsible for investigating Hazardous Substances and determining the appropriate removal and remediation measures with respect to the Hazardous Substances. Madera will comply with all Applicable Laws with respect to the identification, removal and proper disposal of any Hazardous Substances known or discovered at or around the Facilities, and in such connection will execute all generator manifests with respect thereto. ENGIE Services U.S. will perform a Hazardous Materials inspection at City Hall within sixty (60) days of the Effective Date. In the event pre-existing Hazardous Substances are discovered, Madera has the right to remove the affected portion of the Work from the Scope of Work by a mutually accepted Change Order.
- (b) ENGIE Services U.S. will comply with all Applicable Laws in connection with the use, handling, and disposal of any Hazardous Substances in the performance of its Work. In connection with the foregoing, Madera will provide ENGIE Services U.S., within ten (10) Business Days after the Contract Effective Date, a written statement that represents and warrants (i) whether or not, to its knowledge, there are Hazardous Substances either on or within the walls, ceiling or other structural components, or otherwise located in the Project Location, including, but not limited to, asbestos-containing materials; (ii) whether or not, to its knowledge, conditions or situations exist at the Facilities which are subject to special precautions or equipment required by federal, state, or local health or safety regulations; and (iii) whether or not, to its knowledge, there are unsafe working conditions at the Facilities.
- (c) Madera will indemnify, defend, and hold ENGIE Services U.S. harmless from and against any and all Losses that in any way result from, or arise under, such Madera owned or generated Hazardous Substances, except for liabilities to the extent due to the negligence or willful misconduct of ENGIE Services U.S., or its subcontractors, agents or representatives, in the handling, disturbance or release of Hazardous Substances. This indemnification will survive any termination of this Contract.

Section 5.07 Pre-Existing Conditions. Certain pre-existing conditions may be present within the Facilities that (i) are non-compliant with applicable codes, (ii) may become non-compliant with applicable codes upon completion of ENGIE Services U.S.'s Work, (iii) may cause ENGIE Services U.S.'s completed Work to be non-compliant with applicable codes, (iv) may prevent Madera from realizing the full benefits of ENGIE Services U.S.'s Work, (v) may present a safety or equipment hazard, or (vi) are otherwise outside the

scope of ENGIE Services U.S.'s Work. Regardless of whether or not such conditions may have been readily identifiable prior to the commencement of Work, ENGIE Services U.S. will not be responsible for repairing such pre-existing conditions unless such responsibility is expressly provided for in the Scope of Work or an approved Change Order. ENGIE Services U.S., in its sole discretion, may determine whether it will bring said pre-existing conditions into compliance by agreeing to execute a Change Order with Madera for additional compensation and, if appropriate, an extension of time.

ARTICLE 6. PROJECT COMPLETION

Section 6.01 Occupancy or Use of Work. Madera may take occupancy or use of any completed or partially completed portion of the Work at any stage, whether or not such portion is Substantially Complete, *provided* that such occupancy or use is authorized by Governmental Authority and, *provided further*, that Madera assumes responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. If Substantial Completion of a portion of the Construction Work is not yet achieved, occupancy or use of such portion of the Work will not commence until Madera's insurance company has consented to such occupancy or use. When occupancy or use of a portion of the Work occurs before Substantial Completion of such portion, Madera and ENGIE Services U.S. will accept in writing the responsibilities assigned to each of them for title to materials and equipment, payments and Retention with respect to such portion.

Section 6.02 Substantial Completion. When ENGIE Services U.S. considers the Work, or any portion thereof, to be Substantially Complete, ENGIE Services U.S. will supply to Madera a written Certificate of Substantial Completion with respect to such portion of the Work, including a written Punch List to be signed by both Parties of items and the time for their completion or correction. Madera will within ten (10) Business Days of receipt of the Certificate of Substantial Completion, review such portion of the Work for the sole purpose of determining that it is Substantially Complete, and sign and return the Certificate of Substantial Completion to ENGIE Services U.S. acknowledging and agreeing: (i) that such portion of the Work is Substantially Complete; (ii) the date of such Substantial Completion; (iii) that from the date of Substantial Completion Madera will assume responsibility for the security of, insurance coverage for, maintenance, utilities for, and damage to or destruction of such portion of the Work. Madera agrees that approval of a Certificate of Substantial Completion will not be unreasonably withheld, delayed or conditioned.

Section 6.03 Final Completion. When ENGIE Services U.S. considers the entirety of the Work to be Finally Complete, ENGIE Services U.S. will notify Madera that the Work is fully complete and ready for final inspection. Madera will inspect the Work to verify the status of Final Completion within ten (10) Business Days after its receipt of ENGIE Services U.S.'s certification that the Work is complete. If Madera disagrees with Engie Services U.S. determination, Madera shall advise Engie Services U.S. in writing. When Madera agrees that the Work is fully completed, ENGIE Services U.S. will issue a Certificate of Final Completion, which Madera must sign. Madera agrees that its signing of the Certificate of Final Completion will not be unreasonably withheld, delayed or conditioned. Madera will have sole authority to determine whether a Notice of Completion should be recorded. When it does make that determination, it will provide a copy to Engie Services U.S. and will promptly record a Notice of Completion in the office of the Madera County Recorder in accordance with California Civil Code §8182.

Section 6.04 Transfer of Title; Risk of Loss. Title to all or a portion of the Project equipment, supplies and other components of the Construction Work will pass to Madera upon Substantial Completion. Transfer of title to Madera will in no way affect Madera's and ENGIE Services U.S.'s rights and obligations as set forth in other provisions of this Contract. Except as provided in this Section 6.04, after the date of Substantial Completion, ENGIE Services U.S. will have no further obligations or liabilities to Madera arising out of or relating to this Contract, except for the obligation to complete any Punch List items, the obligation to perform any warranty service under Section 9.01, and obligations which, pursuant to their terms, survive the termination of this Contract.

ARTICLE 7. SUBCONTRACTORS

Section 7.01 Authority to Subcontract. ENGIE Services U.S. may delegate its duties and performance under this Contract, and has the right to enter into agreements with any subcontractors and other service or material providers as ENGIE Services U.S. may select in its discretion to perform the Work.

ENGIE Services U.S. will not be required to enter into any subcontracts with parties whom ENGIE Services U.S. has not selected or subcontractors whom ENGIE Services U.S. has objection to using.

Section 7.02 Prompt Payment of Subcontractors. ENGIE Services U.S. will promptly pay, when due, all amounts payable for labor and materials furnished in the performance of this Contract and will endeavor to prevent any lien or other claim under any provision of Applicable Law from arising against any Madera property, against ENGIE Services U.S.'s rights to payments hereunder, or against Madera.

Section 7.03 Relationship. Nothing in this Contract constitutes or will be deemed to constitute a contractual relationship between any of ENGIE Services U.S.'s subcontractors and Madera, or any obligation on the part of Madera to pay any sums to any of ENGIE Services U.S.'s subcontractors.

Section 7.04 Prevailing Wages. To the extent required by California Labor Code §1771 or other Applicable Law, all employees of ENGIE Services U.S. and ENGIE Services U.S.'s subcontractors performing Work at the Project Location will be paid the per diem prevailing wages for the employee's job classification in the locality in which the Work is performed. In accordance with California Labor Code §§1773 and 1773.2, Madera will obtain from the Director of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work, in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute the Work at the Project Location, and will cause copies of such determinations to be kept on file at its principal office and posted at each Project Location. Madera will promptly notify ENGIE Services U.S. of any changes to any such prevailing wage determination.

Section 7.05 Union Labor. ENGIE Services U.S. agrees to make good faith efforts to ensure that approximately ninety percent (90%) of major on-site construction activities will be completed by a union workforce. Compliant with the respective Collective Bargaining Agreements for the trades, apprentice to journeyman ratios will be complied and maintained during the course of the Work. Apprentices will be trained by the respective contractors in accordance with the rules and regulations of the Collective Bargaining Agreements, and the State of California rules for public works projects. Scope of work assignments will be made by ENGIE Services U.S.'s qualified subcontractors.

7.06 Local Resident Labor. In recognition of the fact that City of Madera and the communities surrounding the Project will be impacted by the construction of the Project, ENGIE Services U.S. agrees to support the hiring of workers from the residents of these surrounding areas. Toward that end, ENGIE Services U.S. agrees that, to the extent allowed by Applicable Law, and as long as the Local Residents (as defined below) possess the requisite skills and qualifications, ENGIE Services U.S. will request local union halls recruit sufficient numbers of skilled craft Local Residents to fulfill this goal. ENGIE Services U.S. will request the unions to exert their best efforts to encourage and provide referrals and utilization of qualified workers who reside within City of Madera Zip Codes 93636–93639 ("Local Residents"). If the local union halls cannot provide ENGIE Services U.S. a requested workforce consisting of twenty percent (20%) Local Residents, ENGIE Services U.S. will request the unions to exert their best efforts to recruit for referral persons residing within neighboring counties.

ARTICLE 8. PAYMENTS

Section 8.01 Monthly Progress Payments. Promptly after Madera's issuance of Notice to Proceed, ENGIE Services U.S. will invoice Madera for a mobilization payment in the amount of Three Million Seven Hundred Sixty-Nine Thousand Seven Hundred Seventy-Three Dollars (\$3,769,773.00). These amounts must be paid to ENGIE Services U.S. within thirty (30) calendar days after Madera's receipt of an invoice for those amounts. In addition, as the Work progresses, ENGIE Services U.S. will submit to Madera its applications for monthly payments based on the progress made on the Project through the date on which ENGIE Services U.S. submits such Application for Payment. Within twenty-one (21) calendar days from the Contract Effective Date, ENGIE Services U.S. will prepare and submit to Madera a schedule of values apportioned to the various divisions or phases of the Work ("Schedule of Values"). Each line item contained in the Schedule of Values will be assigned a value such that the total of all items equals the Contract Amount. All Applications for Payment will be in accordance with the Schedule of Values.

Section 8.02 Materials Stored Off-Site. ENGIE Services U.S. may invoice Madera for materials purchased in advance and not stored at the Project Location. Each such Application for Payment will be accompanied by proof of off-site material purchases, evidence that the materials have been delivered to a

warehouse reasonably acceptable to Madera and evidence of appropriate insurance coverage. ENGIE Services U.S. will furnish to Madera written consent from the Surety approving the advance payment for materials stored off site. Madera will pre-pay one hundred percent (100%) of ENGIE Services U.S.'s Application for Payment for the materials delivered, less Retention as indicated in Section 8.03. ENGIE Services U.S. will protect stored materials from damage. Damaged materials, even though paid for, will not be incorporated into the Work.

Section 8.03 Retention. Madera, or its designee, must approve and pay each Application for Payment, less a retention amount ("Retention") of five percent (5%) in accordance with California Public Contract Code §7201, within thirty (30) calendar days after its receipt of the Application for Payment; *provided, however*, that there is to be no Retention with respect to the mobilization payment and any fee for the Recommendations. A failure to approve and pay an Application for Payment in a timely manner is a material default by Madera under this Contract. Madera may make progress payments in full without Retention at any time after fifty percent (50%) of the Work has been completed, as permitted pursuant to California Public Contract Code §9203. Upon Substantial Completion, the Retention must be reduced to two percent (2%) of the Contract Amount, and ENGIE Services U.S. may invoice and Madera will pay this amount. Madera will pay ENGIE Services U.S. the remaining two percent (2%) Retention amount upon achieving Final Completion. In lieu of Retention being held by Madera, ENGIE Services U.S. may request that securities be substituted or Retention be held in an escrow account pursuant to California Public Contract Code §22300.

Section 8.04 Final Payment. The final Application for Payment may be submitted after Final Completion. The final payment amount must also include payment to ENGIE Services U.S. for any remaining Retention withheld by Madera.

Section 8.05 Disputed Invoices/Late Payments. Madera may in good faith dispute any Application for Payment, or part thereof, within fifteen (15) calendar days after the date the Application for Payment was received by Madera. If Madera disputes all or a portion of any Application for Payment, Madera will pay the undisputed portion when due and provide ENGIE Services U.S. a written notice and explanation of the basis for the dispute and the amount of the Application for Payment being withheld related to the dispute. Madera will be deemed to have waived and released any dispute known to it with respect to an Application for Payment if such notice and written explanation is not provided within fifteen (15) calendar days after the date the Application for Payment was received by Madera. If any amount disputed by Madera is finally determined to be due to ENGIE Services U.S., either by agreement between the Parties or as a result of dispute resolution pursuant to ARTICLE 19 below, it will be paid to ENGIE Services U.S. within ten (10) Business Days after such final determination, plus Interest from the date billed or claimed until such amount is paid.

Section 8.06 Rebate Programs. ENGIE Services U.S. will assist Madera in the preparation and submission to the applicable agencies of applications and documentation necessary for the following energy efficiency rebate, incentive, and/or loan program(s): [*PG&E Lighting rebates, EV charging station rebates*]. ENGIE Services U.S. makes no guarantee that Madera will receive funding from any energy efficiency rebate, incentive, and/or loan program(s), including those listed above (collectively, "Incentive Funds"), or any portion thereof; ENGIE Services U.S. expressly disclaims any liability for Madera's failure to receive any portion of the Incentive Funds, and Madera acknowledges and agrees that ENGIE Services U.S. will have no liability for any failure to receive all or any portion of the Incentive Funds. Procurement, or lack thereof, of the Incentive Funds will not alter the Contract Amount of this Contract or the payment timeline associated with payment of the Contract Amount.

ARTICLE 9. WARRANTY / LIMITATION OF LIABILITY

EXCEPT FOR THE WARRANTIES PROVIDED IN THIS ARTICLE 9, ENGIE SERVICES U.S. MAKES NO WARRANTIES IN CONNECTION WITH THE WORK PROVIDED UNDER THIS CONTRACT, WHETHER EXPRESS OR IMPLIED IN LAW, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES AGAINST INTELLECTUAL PROPERTY INFRINGEMENT. MADERA WILL HAVE NO REMEDIES AGAINST EITHER ENGIE SERVICES U.S. OR ANY ENGIE SERVICES U.S. SUBCONTRACTOR OR VENDOR FOR ANY DEFECTIVE MATERIALS OR EQUIPMENT INSTALLED, EXCEPT FOR THE REPAIR OR REPLACEMENT OF SUCH MATERIALS OR EQUIPMENT IN ACCORDANCE WITH THE WARRANTIES INDICATED BELOW. SPECIFICALLY, NEITHER ENGIE SERVICES U.S., NOR ENGIE SERVICES U.S.'s

SUBCONTRACTORS OR VENDORS, WILL BE LIABLE TO Madera FOR LOSS OF PROFITS OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, HOWEVER CAUSED AND ON ANY THEORY OF LIABILITY.

Section 9.01 ENGIE Services U.S. warrants to Madera that material and equipment furnished under this Contract will be of good quality and new, unless otherwise specifically required or permitted by this Contract. ENGIE Services U.S. further warrants that its workmanship provided hereunder, including its subcontractors' workmanship, will be free of material defects for a period of one (1) year from the date of Substantial Completion as indicated on the executed Certificate of Substantial Completion, or the date of Beneficial Use as indicated on the executed Certificate of Beneficial Use ("ENGIE Services U.S. Warranty"). Notwithstanding the preceding sentence, the date the ENGIE Services U.S. Warranty commences with respect to a specific piece or pieces of equipment may be further defined in Attachment C.

Section 9.02 Equipment and material warranties that exceed the ENGIE Services U.S. Warranty period will be provided directly by the equipment and/or material manufacturers and such warranties will be assigned directly to Madera, after the one (1) year period. During the ENGIE Services U.S. Warranty period, ENGIE Services U.S. will be Madera's agent in working with the equipment and material manufacturers in resolving any equipment or material warranty issues. If any material defects are discovered within the ENGIE Services U.S. Warranty period, ENGIE Services U.S., or ENGIE Services U.S.'s subcontractors, will correct its defects, and/or ENGIE Services U.S. will work with the equipment or material manufacturer as Madera's agent to facilitate the manufacturer's correction of the equipment or material defect. Such warranty services will be performed in a timely manner and at the reasonable convenience of Madera. If a warranty issue arises on any equipment or material installed after the ENGIE Services U.S. Warranty period, and the equipment or material has a warranty period that exceeds one (1) year, Madera will contact the manufacturer directly to resolve such warranty issues and Madera acknowledges that the manufacturer will have sole responsibility for such issues.

Section 9.03 The warranties in this ARTICLE 9 expressly exclude any remedy for damage or defect caused by improper or inadequate maintenance of the installed equipment by service providers other than ENGIE Services U.S. or its subcontractors, corrosion, erosion, deterioration, abuse, modifications or repairs not performed by an authorized ENGIE Services U.S. subcontractor, improper use or operation, or normal wear and tear under normal usage. ENGIE Services U.S. shall not be responsible for the cost of correcting a breach of warranty or defect to the extent that the manufacturer of the equipment that is the subject of a warranty hereunder does not honor its equipment warranty as a result of its termination of operations, insolvency, liquidation, bankruptcy or similar occurrence. Unless otherwise specified, all warranties hereunder, including without limitation those for defects, whether latent or patent, in design, engineering, or construction, will terminate one (1) year from the date of Substantial Completion or Beneficial Use; and thereafter, ENGIE Services U.S. will have no liability for breach of any warranty or for any latent or patent defect of any kind pursuant to California Code of Civil Procedure §§337.1 and 337.15.

Section 9.04 Madera and ENGIE Services U.S. have discussed the risks and rewards associated with this Project, as well as the Contract Amount to be paid to ENGIE Services U.S. for performance of the Work. Madera and ENGIE Services U.S. agree to allocate certain of the risks so that, to the fullest extent permitted by Applicable Law, ENGIE Services U.S.'s total aggregate liability to Madera and all third parties is limited to the Contract Amount for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Contract from any cause or causes. Such causes include, but are not limited to, negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

ARTICLE 10. OWNERSHIP OF CERTAIN PROPERTY AND EXISTING EQUIPMENT

Section 10.01 Ownership of Certain Proprietary Property Rights.

- (a) Ownership: Except as expressly provided in this Contract, Madera will not acquire, by virtue of this Contract, any rights or interest in any formulas, patterns, devices, software, inventions or processes, copyrights, patents, trade secrets, other intellectual property rights, or similar items of property which are or may be used in connection with the Work. ENGIE Services U.S. will own all inventions, improvements, technical data, models, processes, methods, and information and all other work products developed or used in connection with the Work, including all intellectual property rights therein.

- (b) License: Solely in connection with the Facilities, ENGIE Services U.S. grants to Madera a limited, perpetual, royalty-free, non-transferrable license for any ENGIE Services U.S. intellectual property rights necessary for Madera to operate, maintain, and repair any modifications or additions to Facilities, or equipment delivered, as a part of the Work.
- (c) Ownership and Use of Instruments of Service. All data, reports, proposals, plans, specifications, flow sheets, drawings, and other products of the Work (the “Instruments of Service”) furnished directly or indirectly, in writing or otherwise, to Madera by ENGIE Services U.S. under this Contract will remain ENGIE Services U.S.’s property and may be used by Madera only for the Work. ENGIE Services U.S. will be deemed the author and owner of such Instruments of Service and will retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service may not be used by Madera or any Madera Person for future additions or alterations to the Project or for other projects, without the prior written agreement of ENGIE Services U.S. Any unauthorized use of the Instruments of Service will be at Madera’s sole risk and without liability to ENGIE Services U.S. If Madera uses the Instruments of Service for implementation purposes, including additions to or completion of the Project, without the written permission of ENGIE Services U.S., Madera agrees to waive and release, and indemnify and hold harmless, ENGIE Services U.S., its subcontractors, and their directors, employees, subcontractors, and agents from any and all Losses associated with or resulting from such use.

Section 10.02 Ownership of any Existing Equipment. Ownership of any equipment and materials presently existing at the Facilities on the Contract Effective Date will remain the property of Madera even if such equipment or materials are replaced or their operation made unnecessary by work performed by ENGIE Services U.S. If applicable, ENGIE Services U.S. will advise Madera in writing of all equipment and materials that will be replaced at the Facilities and Madera will, within five (5) Business Days of ENGIE Services U.S.’s notice, designate in writing to ENGIE Services U.S. which replaced equipment and materials should not be disposed of off-site by ENGIE Services U.S. (the “Retained Items”). Madera will be responsible for and designate the location and storage for the Retained Items. ENGIE Services U.S. will be responsible for the disposal of replaced equipment and materials, except for the Retained Items. ENGIE Services U.S. will use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize the damage done. ENGIE Services U.S. will not be responsible for the removal and/or disposal of any Hazardous Substances except as required by the Scope of Work.

ARTICLE 11. INDEMNIFICATION / LIMITATION ON LIABILITY

Section 11.01 Indemnification.

Indemnity for Professional Liability: When the law establishes a professional standard of care for ENGIE Services U.S.’s Services, to the fullest extent permitted by law, ENGIE Services U.S. shall indemnify, protect, defend, and hold harmless Madera 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 ENGIE Services U.S. (and its Subconsultants), are responsible for such damages, liabilities and costs on a comparative basis of fault between ENGIE Services U.S. and Madera 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, ENGIE Services U.S. shall indemnify, defend, and hold harmless Madera, 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 or alleged, 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 ENGIE Services U.S. or by any individual for which ENGIE Services U.S. is legally liable, including, but not limited to officers, agents, employees, or subcontractors of ENGIE Services U.S., unless caused by the active negligence, sole negligence or willful misconduct of Madera.

Section 11.02 Waiver of Consequential Damages and Limitation of Liability. The liability of a defaulting Party will be limited to direct, actual damages. Except for third party claims subject to indemnification as set forth above in Section 11.01, neither Party shall be liable to the other Party for any

special, indirect, incidental or consequential damages whatsoever, whether in contract, tort (including negligence) or strict liability, including, but not limited to, operational losses in the performance of business such as lost profits or revenues or any increase in operating expense.

ARTICLE 12. INSURANCE / BONDS

Section 12.01

i. Commercial General Liability

- a. ENGIE Services U.S. shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than five million dollars (\$5,000,000) 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. ENGIE Services U.S.'s general liability policies shall be primary and shall not seek contribution from Madera's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City of Madera and its officers, officials, employees, and agents 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.
- b. Any failure to comply with reporting provisions of the policies by ENGIE Services U.S. shall not affect coverage provided Madera.
- c. Coverage shall state that ENGIE Services U.S. insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- d. Coverage shall contain a waiver of subrogation in favor of Madera.

ii. Business Automobile Liability

- a. ENGIE Services U.S. shall provide auto liability coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of no less than two million dollars (\$2,000,000) per accident.

iii. Workers' Compensation and Employers' Liability

- a. ENGIE Services U.S. shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). ENGIE Services U.S. shall submit to Madera, along with the certificate of insurance, a waiver of subrogation endorsement in favor of Madera, its officers, agents, employees, and volunteers.

iv. Professional Liability

- a. ENGIE Services U.S. shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and ENGIE Services U.S. agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

v. All Coverages

- a. Each insurance policy required by the agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to Madera, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.
- b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by Madera.
- c. Evidence of Insurance - Prior to commencement of work, ENGIE Services U.S. shall furnish Madera with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. In the event that submitted certificates of insurance, additional insured endorsements, and waivers of subrogation are incomplete and unsatisfactory, Madera may request that ENGIE Services U.S. provide complete, certified copies of the required insurance policies.
- d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.
- e. Subcontractors - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" basis, considering the particular work to be done by the subcontractor and the interrelationship of that work to other work being conducted by ENGIE Services U.S.

Section 12.02 Performance and Payment Bonds. Prior to commencing Work under this Contract, ENGIE Services U.S. will furnish a performance bond, in an amount equal to one hundred percent (100%) of the Contract Amount, and a payment bond to guarantee payment of all claims for labor and materials furnished, in an amount equal to one hundred percent (100%) of the Contract Amount (collectively, the "Contract Bonds"). The Contract Bonds are not being furnished to cover the performance of any Professional Services, including any energy guaranty or guaranteed savings under this Contract, nor to cover any equipment and/or material manufacturer's warranty or other third-party warranty being assigned to Madera.

ARTICLE 13. DOE GUIDELINES; ENERGY POLICY ACT

Section 13.01 As authorized by §1605(b) of the Energy Policy Act of 1992 (Pub. L. No. 102-486) the U.S. Department of Energy has issued, and may issue in the future, guidelines for the voluntary reporting of Greenhouse Gas emissions ("DOE Guidelines"). "Greenhouse Gases" means those gases and other particles as defined in the DOE Guidelines. Madera hereby assigns and transfers to ENGIE Services U.S., and its Affiliates and assigns, any Greenhouse Gas emission reduction credits that result from the Work.

ARTICLE 14. MUNICIPAL ADVISOR

Section 14.01 THE PARTIES ACKNOWLEDGE AND AGREE THAT ENGIE SERVICES U.S. IS NOT A MUNICIPAL ADVISOR AND CANNOT GIVE ADVICE TO MADERA WITH RESPECT TO MUNICIPAL SECURITIES OR MUNICIPAL FINANCIAL PRODUCTS ABSENT Madera BEING REPRESENTED BY, AND RELYING UPON THE ADVICE OF, AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR. ENGIE SERVICES U.S. IS NOT SUBJECT TO A FIDUCIARY DUTY WITH REGARD TO MADERA OR THE PROVISION OF INFORMATION TO MADERA. MADERA WILL CONSULT WITH AN INDEPENDENT REGISTERED MUNICIPAL ADVISOR ABOUT THE FINANCING OPTION APPROPRIATE FOR MADERA'S SITUATION.

ARTICLE 15. TRADE SECRETS

If any materials or information provided by ENGIE Services U.S. to Madera under this Contract are designated by ENGIE Services U.S. as a "trade secret" or otherwise exempt from disclosure under the Public Records Act (California Government Code §6250 *et seq.*, the "Act") and if a third party makes a request for disclosure of the materials under the Act, as soon as practical (but not later than five (5) calendar days) after

receipt of such request, Madera will notify ENGIE Services U.S. of such request and advise ENGIE Services U.S. whether Madera believes that there is a reasonable possibility that the materials may not be exempt from disclosure. Within ten (10) calendar days after a third party's request for disclosure of materials under the Act, ENGIE Services U.S. will (i) authorize Madera to release the documents or information sought; or (ii) if ENGIE Services U.S. reasonably believes that the information is exempt from disclosure, advise Madera not to release the materials.

ARTICLE 16. EVENTS OF DEFAULT

Section 16.01 Events of Default by ENGIE Services U.S. Each of the following events or conditions will constitute an "Event of Default" by ENGIE Services U.S.:

- (i) any substantial failure by ENGIE Services U.S. to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to ENGIE Services U.S. demanding that such failure to perform be cured; *provided* that (1) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract, and (2) if such cure cannot be effected in thirty (30) calendar days, ENGIE Services U.S. will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by ENGIE Services U.S. in this Contract which was false or misleading in any material respect when made.

Section 16.02 Events of Default by Madera. Each of the following events or conditions will constitute an "Event of Default" by Madera:

- (i) any substantial failure by Madera to perform or comply with this Contract, including a material breach of any covenant contained herein, and such failure continues for thirty (30) calendar days after notice to Madera demanding that such failure to perform be cured; *provided* that (1) such failure to perform will not be deemed a default hereunder if it is excused by a provision of this Contract; and (2) if such cure cannot be effected in thirty (30) calendar days, Madera will be deemed to have cured the default upon the commencement of a cure within thirty (30) calendar days and diligent subsequent completion thereof; or
- (ii) any representation or warranty furnished by Madera in this Contract which was false or misleading in any material respect when made; or
- (iii) any failure by Madera to pay any amount to ENGIE Services U.S. which is not paid within ten (10) calendar days after written notice from ENGIE Services U.S. that the amount is past due except where there is a dispute as to the amount.

ARTICLE 17. REMEDIES UPON DEFAULT

Section 17.01 Termination for Cause. If there is an Event of Default by either Party under this Contract, unless such Event of Default has been cured within the applicable time periods for a cure set forth in ARTICLE 16, the non-defaulting Party may terminate this Contract by providing three (3) Business Days' written notice to the defaulting Party in the case of a monetary default and ten (10) Business Days' written notice to the defaulting Party in the case of a non-monetary default. Upon termination of this Contract, each Party will promptly return to the other all papers, materials, and property of the other held by such Party in connection with this Contract. Each Party will also assist the other in the orderly termination of this Contract and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each Party. If this Contract is so terminated, ENGIE Services U.S. will be entitled to payment for Work satisfactorily performed, earned profit and overhead, and costs incurred in accordance with this Contract up to the date of termination.

Section 17.02 Remedies Upon Default by ENGIE Services U.S. If an Event of Default by ENGIE Services U.S. occurs, Madera will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19, including, without limitation, terminating this Contract, or recovering amounts due and unpaid by ENGIE Services U.S. and/or damages, which will

include Madera's reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

Section 17.03 Remedies upon Default by Madera. If an Event of Default by Madera occurs, ENGIE Services U.S. will be entitled to obtain any available legal or equitable remedies through arbitration proceedings instituted pursuant to ARTICLE 19 including, without limitation, terminating this Contract or recovering amounts due and unpaid by Madera, and/or damages which will include ENGIE Services U.S.'s reasonable, actual, direct out-of-pocket losses incurred by reason of such Event of Default and any cost of funding; loss of anticipated payment obligations; and any payment or delivery required to have been made on or before the date of the Event of Default and not made, including Interest on any sums due, and losses and costs incurred as a result of terminating this Contract and all costs and expenses reasonably incurred in exercising the foregoing remedies.

ARTICLE 18. CONDITIONS BEYOND CONTROL OF THE PARTIES

Section 18.01 Excusable Events. If any Party is delayed in, or prevented from, performing or carrying out its obligations under this Contract by reason of any Excusable Event, such circumstance will not constitute an Event of Default, and such Party will be excused from performance hereunder and will not be liable to the other Party for or on account of any loss, damage, injury or expense resulting from, or arising out of, such delay or prevention. Notwithstanding the foregoing, no Party will be excused from any payment obligations under this Contract as a result of an Excusable Event.

Section 18.02 Utility Work. Madera expressly understands and agrees that Excusable Events may occur due to Interconnection Facilities work that may need to be performed by the local electric utility ("Utility") in order for ENGIE Services U.S. to fully implement the Project. "Interconnection Facilities" means any distribution or transmission lines and other facilities that may be required to connect equipment supplied under this Contract to an electrical distribution/transmission system owned and maintained by the Utility. Any Interconnection Facilities work that may be required will be performed by the Utility under the Interconnection Agreement.

ARTICLE 19. GOVERNING LAW AND RESOLUTION OF DISPUTES

Section 19.01 Governing Law. This Contract is governed by and must be interpreted under the laws of the State of California.

Section 19.02 Initial Dispute Resolution. If a dispute arises out of or relates to this Contract, the transaction contemplated by this Contract, or the breach of this Contract (a "Dispute"), either Party may initiate the dispute resolution process set forth in this ARTICLE 19 by giving notice to the other Party. The Parties will endeavor to settle the Dispute as follows:

- (i) *Field Representatives' Meeting*: Within fifteen (15) Business Days after notice of the Dispute, ENGIE Services U.S.'s senior project management personnel will meet with Madera's project representative in a good faith attempt to resolve the Dispute.
- (ii) *Management Representatives' Meeting*: If ENGIE Services U.S.'s and Madera's project representatives fail to meet, or if they are unable to resolve the Dispute, senior executives for ENGIE Services U.S. and for Madera, neither of whom have had day-to-day management responsibilities for the Project, will meet, within thirty (30) calendar days after notice of the Dispute, in an attempt to resolve the Dispute and any other identified disputes or any unresolved issues that may lead to a dispute. If the senior executives of ENGIE Services U.S. and Madera are unable to resolve a Dispute or if a senior management conference is not held within the time provided herein, either Party may submit the Dispute to mediation in accordance with Section 19.03.

Section 19.03 Mediation. If the Dispute is not settled pursuant to Section 19.02, the Parties will endeavor to settle the Dispute by mediation under the Commercial Mediation Procedures of the American Arbitration Association. Mediation is a condition precedent to arbitration or the institution of legal or equitable proceedings by either Party. Once one Party files a request for mediation with the other Party and with the

American Arbitration Association, the Parties agree to conclude the mediation within sixty (60) calendar days after filing the request. Either Party may terminate the mediation at any time after the first session, but the decision to terminate must be delivered in person by the Party's representative to the other Party's representative and the mediator. If the Dispute is not resolved by mediation within sixty (60) calendar days after the date of filing of the request for mediation, then the exclusive means to resolve the Dispute is final and binding arbitration, as described in **Error! Reference source not found.** Either Party may initiate proceedings pursuant to Public Contract Code Sections 9204 et. seq.

Section 19.04 Multiparty Proceeding. Either Party may join third parties whose joinder would facilitate complete resolution of the Dispute and matters arising from the resolution of the Dispute.

Section 19.05 Lien Rights. Nothing in this ARTICLE 19 limits any rights or remedies not expressly waived by ENGIE Services U.S. that ENGIE Services U.S. may have under any lien laws or stop notice laws.

ARTICLE 20. REPRESENTATIONS AND WARRANTIES

Section 20.01 Each Party warrants and represents to the other that:

- (i) it has all requisite power and authority to enter into this Contract, to perform its obligations hereunder and to consummate the transactions contemplated hereby;
- (ii) the execution, delivery, and performance of this Contract have been duly authorized by its governing body, or are in accordance with its organizational documents, and this Contract has been duly executed and delivered for it by the signatories so authorized, and constitutes its legal, valid, and binding obligation;
- (iii) the execution, delivery, and performance of this Contract will not breach or violate, or constitute a default under, its organizational documents or any contract, lease or instrument to which it is a party or by which it or its properties may be bound or affected; and
- (iv) it has not received any notice, nor to the best of its knowledge is there pending or threatened any notice, of any violation of any Applicable Laws, awards or permits which would materially and adversely affect its ability to perform hereunder.

ARTICLE 21. NOTICE

Any notice required or permitted hereunder will be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered to a nationally recognized express mail service, charges prepaid, receipt obtained, to the address shown below or to such other persons or addresses as are specified by similar notice.

TO ENGIE SERVICES U.S.: ENGIE Services U.S. Inc.
500 12th Street, Suite 300
Oakland, CA 94607
Tel: (415) 735-9135
Attention: Eric Soenksen, Project Manager

With a COPY TO: Legal Department
ENGIE Services U.S. Inc.
150 East Colorado Boulevard, Suite 360
Pasadena, CA 91105-3711
Tel: 626-377-4948
Attention: Contract Administrator

TO Madera: City of Madera
205 W. 4th Street
Madera, CA 93637
Tel:
Attention:

With a COPY TO:

Office of _____

Street Address _____

City, State, Zip _____

Tel: _____

Attention: _____

ARTICLE 22. CONSTRUCTION OF CONTRACT

This Contract is the result of arms-length negotiations between two sophisticated parties and ambiguities or uncertainties in it will not be construed for or against either Party, but will be construed in a manner that most accurately reflects the intent of the Parties as of the Contract Effective Date. Each of the Parties acknowledges and agrees that neither Party has provided the other with any legal, accounting, regulatory, financial, or tax advice with respect to any of the transactions contemplated hereby, and each Party has consulted its own legal, accounting, regulatory, financial and tax advisors to the extent it has deemed appropriate.

ARTICLE 23. BINDING EFFECT

Except as otherwise provided herein, the terms and provisions of this Contract will apply to, be binding upon, and inure to the benefit of the Parties hereto and their respective heirs, legal representatives, successors, and permitted assigns.

ARTICLE 24. NO WAIVER

The failure of ENGIE Services U.S. or Madera to insist upon the strict performance of this Contract will not constitute or be construed as a waiver or relinquishment of either Party's right to thereafter enforce the same in accordance with this Contract in the event of a continuing or subsequent default on the part of ENGIE Services U.S. or Madera.

ARTICLE 25. SEVERABILITY

If any clause or provision of this Contract or any part thereof becomes or is declared by a court of competent jurisdiction invalid, illegal, void, or unenforceable, this Contract will continue in full force and effect without said provisions; *provided* that no such severability will be effective if it materially changes the benefits or obligations of either Party hereunder.

ARTICLE 26. HEADINGS

Headings and subtitles used throughout this Contract are for the purpose of convenience only, and no heading or subtitle will modify or be used to interpret the text of any section.

ARTICLE 27. COUNTERPARTS; INTEGRATION

This Contract may be executed in counterparts (and by different Parties hereto in different counterparts), each of which will constitute an original, but all of which when taken together will constitute a single contract. This Contract constitutes the entire contract among the Parties relating to the subject matter hereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof. This Contract cannot be amended, modified, or terminated except by a written instrument, executed by both Parties hereto. Delivery of an executed counterpart of a signature page of this Contract by email will be effective as delivery of a manually executed counterpart of this Contract.

[the Parties' signatures appear on the following page]

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto subscribe their names to this Contract by their duly authorized officers as of the Contract Effective Date.

ENGIE SERVICES U.S.:

ENGIE Services U.S. Inc.

Madera:

City of Madera

By: _____

Name:
Title:

By: _____

Name:
Title:

ATTACHMENT A

MADERA'S FACILITIES and EXISTING EQUIPMENT

(a) The following Madera Facilities are included under the Scope of Work as listed below:

Facility	Address	Approx. Square Feet
Airport	4020 Aviation Dr., Madera, CA 93637	251,429
Bergon Community Center	238 S D St, Madera, CA 93638	4,166
City Hall	205 W 4th St, Madera, CA 93637	18,055
Fire Station #6	317 N Lake St., Madera, CA 93638	7,500
Fire Station #7	200 S Schnoor St., Madera, CA 93638	7,200
Intermodal Transit Facility	123 N E St., Madera, CA 93638	3,185
Lions Town and Country Park	2300 Howard Rd., Madera, CA 93637	N/A
Madera Community Center	1901 Clinton St, Madera, CA 93638	17,400
Madera Swimming Pool	221 Flume St, Madera, CA 93638	3,567
Mechanics Shop	108 S P St, Madera, CA 93637	2,800
Millview Park	1910 Clinton St, Madera, CA 93638	N/A
New Transit Center	Building in Construction – Address TBD	N/A
Pan American Community Center	703 Sherwood Way, Madera, CA 93638	16,317
Police Station	330 S C St, Madera, CA 93638	17,249
Public Works	1030 S Gateway Dr., Madera, CA 93637	16,540
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638	17,350
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637	19,900
Water Well Pump 30	2300 Howard Rd., Madera, CA 93637	N/A
Water Well Pump 31	Mariposa and SA St., Madera, CA 93637	N/A
Water Well Pump 33	End of San Bruno Avenue, Madera, CA 93637	N/A
Youth Center	701 E 5th St, Madera, CA 93638	39,000

ATTACHMENT B

STANDARDS OF OCCUPANCY and CONTROL

The following standards are a guideline used to evaluate the energy conservation measures in this program. It is understood that existing and installed equipment may not allow for exact times and temperatures to be met, but every effort will be made to meet the below standards as closely as the equipment allows.

Facility	Area or HVAC Equipment	Occupancy Schedule	Existing HVAC Schedule	Existing Heating Occupied / Unoccupied Temperature	Existing Cooling Occupied / Unoccupied Temperature	Proposed HVAC Schedule	Proposed Heating Occupied/ Unoccupied Temperature	Proposed Cooling Occupied/ Unoccupied Temperature
Airport	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Bergon Community Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Fire Station #6	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Fire Station #7	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Intermodal Transit Facility	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
New Transit Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Pan American Community Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Police Station	All Units	24/7	24/7	70F/55F	72F/80F	24/7	68F/50F	74F/85F
Public Works	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Successor Redevelopment Agency	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Waste Water Treatment Plant	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F
Youth Center	All Units	8am-5pm	7am-6pm	70F/55F	72F/80F	7am-6pm	68F/50F	74F/85F

ATTACHMENT C

SCOPE OF WORK

California State Contractor's License Number 995037
California Public Works Contractor Registration Number 1000001498

Energy Conservation Measures to Be Implemented

ECM #	Description
1	LED Lighting Retrofits
2	HVAC System Upgrades
3	Electric Vehicle Charging Stations
4	Electrical Switchgear Replacements
5	Power Quality and Reliability Upgrades
6	Solar Streetlighting

Solar Generating Facilities to be Installed

Facility	Est. Size (kWdc)	System Type	Minimum Clearance Height
Airport	86.4	Solar Shade Canopy	10'
City Hall	151.0	Solar Shade Canopy	10'
Fire Station #6, Madera Swimming Pool, and Youth Center	122.8	Solar Shade Canopy	10'
Lions Town and Country Park	360.0	Solar Shade Canopy	10'
Millview Park	122.4	Solar Shade Canopy	10'
Pan American Community Center	36.0	Solar Shade Canopy	10'
Police Station	136.8	Solar Shade Canopy	10'
Public Works	93.6	Solar Shade Canopy	10'
Waste Water Treatment Plant (NEM)	1,051.0	Ground Mount - Fixed Tilt	N/A
Waste Water Treatment Plant (RES-BCT)	2,189.0	Ground Mount - Single Axis Tracker	N/A

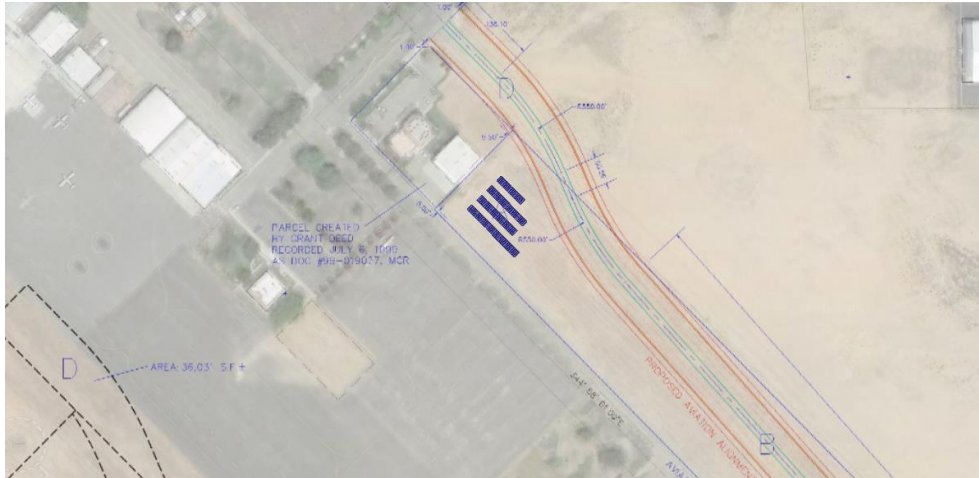
Solar Generating Facilities

Scope of Work will include:

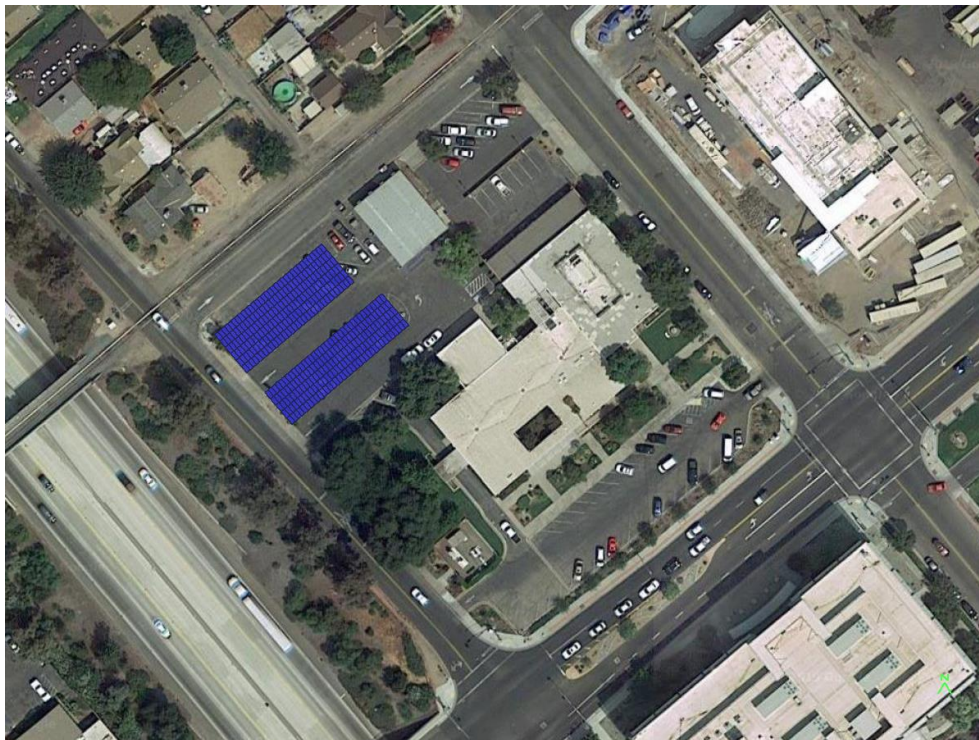
1. Prepare and submit design drawings to AHJ for approval and to local utility for interconnection permits.
2. Provide geotechnical evaluations necessary for design requirements.
3. Provide utility interconnection drawings and application management services.
4. Provide and coordinate installation of the Net Generation Output Metering (NGOM).
5. Procure materials and equipment necessary for construction.
6. Provide project management and construction management necessary for a full and complete installation.
7. Provide labor, supervision, and coordination with Madera for the installation of photovoltaic modules, supporting structures, electrical distribution and control systems.
8. Provide and install PV modules and necessary mounting hardware for each system.
9. Perform underground utility survey within eight (8) weeks of the Effective Date to locate any existing unknown utilities that are in the path of horizontal boring, vertical boring, or trenching.
10. Perform horizontal boring and/or trenching of existing concrete, hardscape, or asphalt areas as required to route conduits. As required, repair any concrete, hardscape, or asphalt damaged during construction activities.
11. Provide and install inverters and necessary electrical equipment and conduits to connect to the electrical switchgear or meter. Electrical shutdowns are anticipated at each site. Time of shutdown will be coordinated with Madera and Utility and may include weekends.
12. Direct-current (DC) wiring within the solar systems shall be copper wire. Aluminum wire will be used from each system's AC inverters to the main point of connection at the site's existing electrical switchgear.
13. Provide and install solar canopy or ground mount structure at the Facilities in the table above. The Solar Shade Canopy design will include a painted canopy structure with a pier depth of eight (8) feet deep and assumes no de-watering, benching, shoring, or casing. The ground mount structures will not include painting and will use a pier depth of five (5) feet deep and assumes no de-watering, benching, shoring, or casing.

14. Provide and install new light emitting diode ("LED") lighting fixtures (Relume PV 40HB or equivalent) for under-canopy lighting at each Solar Shade Canopy that is located in a parking lot (one LED fixture per 27' bay). Lighting will not be provided for ground mount structures.
15. Provide as-built drawings and Operations & Maintenance manuals upon Project completion.
16. Provide tree removal, as required.
17. Provide miscellaneous backfill and restoration of landscaping in areas of work.
18. Start-up, test, and commission the Systems in accordance with design plan and applicable industry standards.
19. Secure the Premises and provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment. Madera shall assist with site logistics by coordinating access and scheduling with ENGIE Services U.S.

Preliminary Solar Layouts:



Solar Layout 1 - Airport



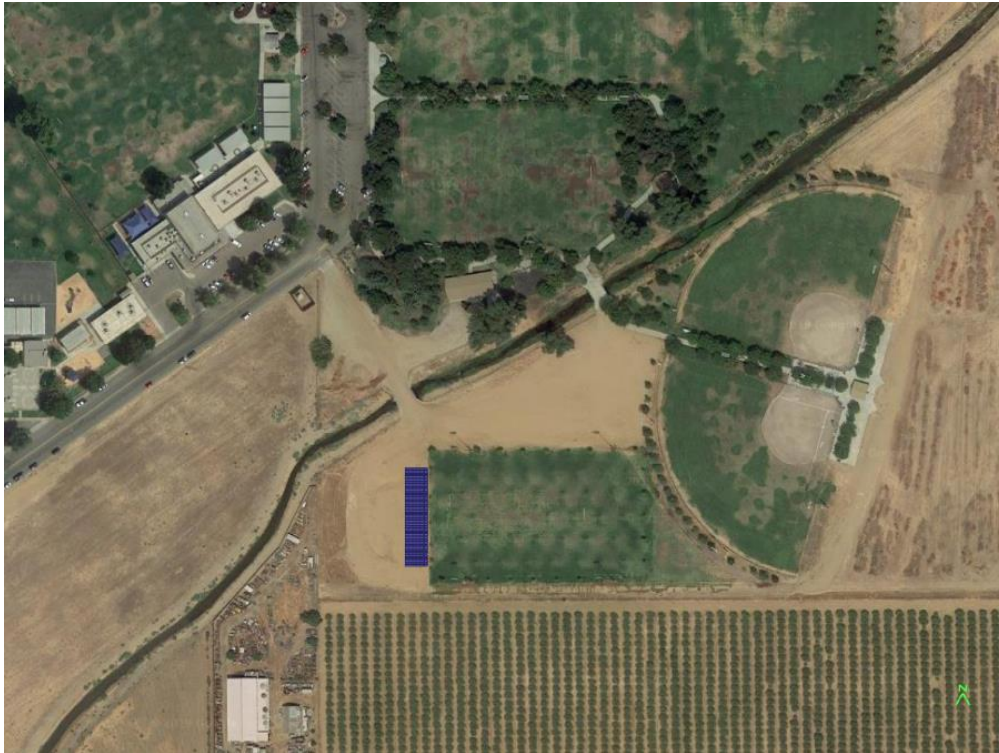
Solar Layout 2 - City Hall



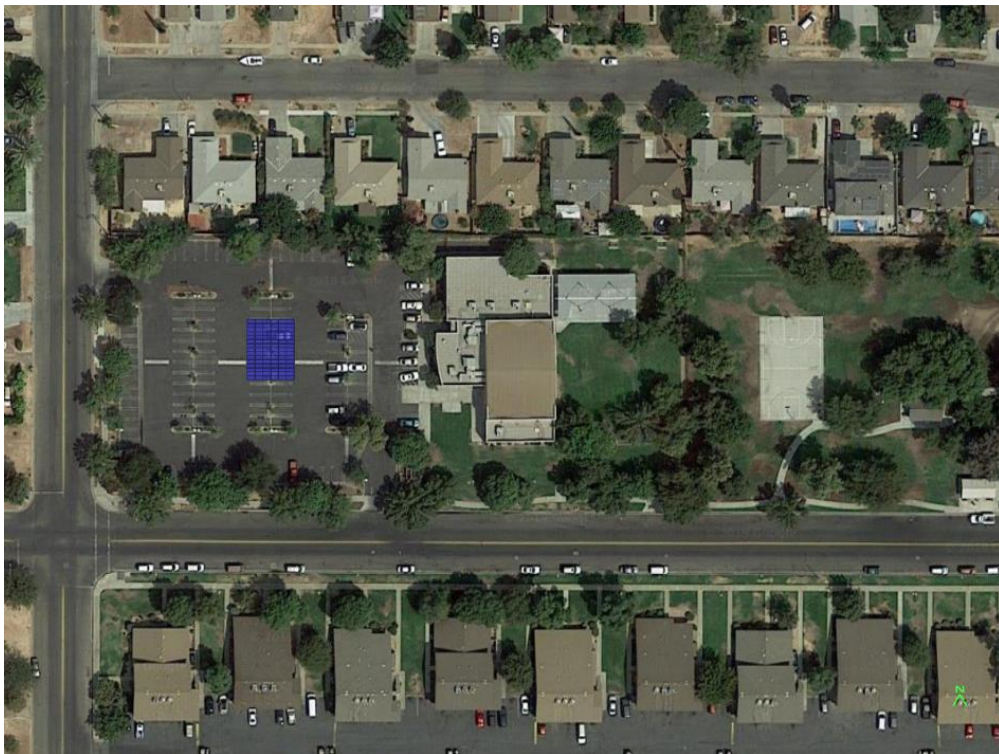
Solar Layout 3 - Fire Station #6, Madera Swimming Pool, and Youth Center



Solar Layout 4 - Lion's Town and Country Park



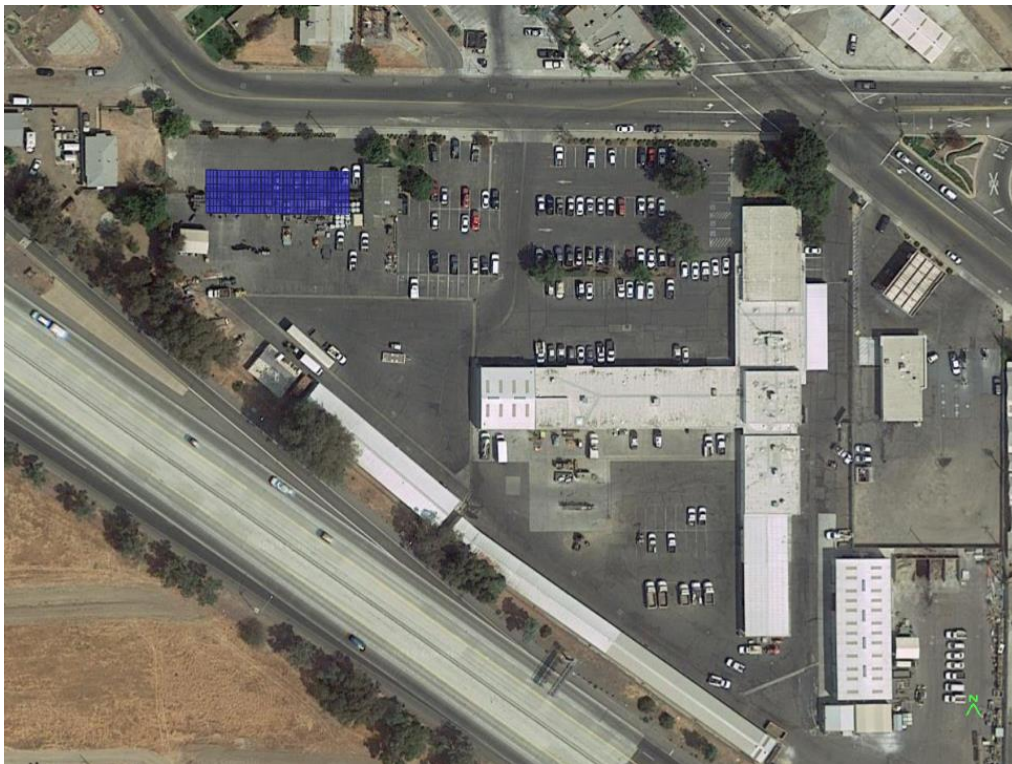
Solar Layout 5 - Millview Park



Solar Layout 2 - Pan American Community Center



Solar Layout 7 - Police Department



Solar Layout 8 - Public Works



Solar Layout 3 - Waste Water Treatment Plant (NEM)



Solar Layout 10 - Waste Water Treatment Plant (RES-BCT)

Energy Conservation Measures

ECM 1: LED Lighting Retrofits

Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th St, Madera, CA 93637
Fire Station #6	317 N Lake St., Madera, CA 93638
Fire Station #7	200 S Schnoor St., Madera, CA 93638
Intermodal Transit Facility	123 N E St., Madera, CA 93638
Lions Town and Country Park	2300 Howard Rd., Madera, 93637
Madera Community Center	1901 Clinton St, Madera, CA 93638
Madera Swimming Pool	221 Flume St, Madera, CA
Millview Park	1910 Clinton St, Madera, CA 93638
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Station	330 S C St, Madera, CA 93638
Public Works	1030 S Gateway Dr, Madera, CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install new lighting fixtures or retrofit kits as identified in Attachment C-1: Detailed Lighting Scope of Work. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
 - a. Interior Lighting
 - i. High efficiency light emitting diode (LED) upgrades: Replace existing fluorescent lamps and ballasts with new LED lamps and drivers or new LED fixtures per Attachment C-1.
 - ii. Lighting Controls: Provide and install occupancy sensors per Attachment C-1.
 - b. Exterior Lighting
 - i. LED Lighting for Exterior Applications: Replace existing high pressure sodium (HPS), low pressure sodium (LPS) and metal halide (MH) fixtures with new LED fixtures per Attachment C-1.
 - ii. Lighting Controls: Provide and install occupancy sensors, photocells, and dimming controls per Attachment C-1.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Start-up, test, and commission lighting systems in accordance with approved designs and applicable industry standards.

Exclusions & Clarifications:

1. Replacement of existing occupancy or dimming sensors is not included.
2. The Scope of work assumes that there are no broken lenses or ceiling tiles and that all existing fixtures have sufficient and functional power sources. No provisions have been made for replacing any existing lenses, ceiling tiles, or faulty electrical circuits.
3. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
4. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 2: HVAC System Upgrades

Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th Street, Madera, CA 93637
Fire Station #6	317 N Lake St, Madera, CA 93638
Fire Station #7	200 Schnoor, Madera, CA 93637
Intermodal Transit Facility	123 N E St #101, Madera, CA 93638
New Transit Center	Building in Construction – Address TBD
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Department	330 S. C St, Madera, CA 93638
Public Works	1030 S. Gateway Dr., Madera CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Wastewater Treatment Plant	13048 Rd 21 1/2, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

Scope of Work:

HVAC Packaged Unit Direct Replacements

ENGIE Services U.S. shall:

- 1) Provide and install new equipment to replace the existing equipment in the following table. New equipment shall be Carrier (or equivalent). Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.

Building Name	Unit Type	Unit ID	Qty	Manufacturer	Model #
Airport	Rooftop Packaged Unit	AC-1	1	Carrier	48GS-024
	Rooftop Packaged Unit	AC-2	1	Bryant	583APW060
Bergon Community Center	Rooftop Packaged Unit	AC-1	1	Carrier	Existing 5 ton
	Rooftop Packaged Unit	AC-2	1	York	D4CG090
City Hall	Rooftop Packaged Unit	RTU-2	1	Carrier	48GS-036
Fire Station #6	Split System/Furnace	F/CU-1	1	Bryant	561CP036/595CAV036
Intermodal Transit Facility	Rooftop Packaged Unit	AC-2	1	Carrier	48SS018
	Rooftop Packaged Unit	AC-3	1	Carrier	48HJE004
Pan American Community Center	Rooftop Packaged Unit	AC-1	1	Ruud	RRGF150065CK
	Rooftop Packaged Unit	AC-2	1	Ruud	RRGF250150CKR
	Rooftop Packaged Unit	AC-3	1	Ruud	RRGF200125CKR
	Rooftop Packaged Unit	AC-4	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-5	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-6	1	Ruud	RRGG-10E60CK
	Rooftop Packaged Unit	AC-7	1	Ruud	RRGG-10E60CK
Public Works	Rooftop Packaged Unit	AC-2	1	Carrier	48AD016
	Rooftop Packaged Unit	AC-4	1	Carrier	585B060

- 2) Safe-off, demolish, and remove existing equipment to be replaced.
- 3) Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
- 4) Provide crane and rigging to remove existing equipment and set new equipment.
- 5) Modify electrical as necessary and re-connect electrical services to new equipment.
- 6) Connect new mechanical equipment to new Ditech control system.
- 7) Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
- 8) Start up and commission new equipment and test for proper operation.
- 9) Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.

- 10) Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
- 11) Provide traffic control and work coordination as needed with Madera to perform the installation.
- 12) Provide submittals for Madera review and approval, prior to release of equipment.
- 13) Provide engineering services to update Mechanical Sheets and Mechanical Equipment Schedules.
- 14) If required, provide structural calculations for rooftop unit replacements.

City Hall - Boiler, Chiller, & Cooling Tower Removal and Engineered Packaged Unit Replacement

Demolition

ENGIE Services U.S. shall:

1. Safe-off, remove and dispose of existing cooling tower on roof, condenser water pump, chilled water pump, water treatment equipment, water cooled chiller, boiler, boiler's pump and associated piping in the mechanical room.
2. Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
3. Cap any existing piping that will not be used with new mechanical equipment.
4. Remove and dispose of existing fan coil units/air handling units that will be replaced by new packaged AC.

New Equipment Installation

ENGIE Services U.S. shall:

1. Provide and install five (5) new packaged AC units to replace current 40-ton Trane water-cooled chiller, cooling tower, 1,000 MBH conventional boiler, and heating/chilled water pumps. New packaged units shall match the capacity of the existing equipment and be installed according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Modify existing piping as needed for new mechanical equipment.
3. Provide and install new frame in curbs for new rooftop packaged units.
4. Provide and install new air distribution for packaged AC.
5. Provide rigging for all rooftop equipment. All crane lifts shall be performed during off-hours.
6. Include all required line and low voltage electrical modification and connections. Provide new electrical disconnect and fuses as needed.
7. Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
8. Start-up by factory trained personnel and commissioning per factory specifications.
9. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
10. Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
11. Provide traffic control and work coordination as needed with Madera to perform the installation.
12. Provide submittals for Madera review and approval, prior to release of equipment.
13. Provide engineering services to meet AHJ requirements including new Mechanical Sheets and Mechanical Equipment Schedules.
14. As needed, provide structural calculations for rooftop unit replacements.

City Hall - Multizone Unit Replacement and Engineered Packaged Unit Replacement

ENGIE Services U.S. shall:

1. Replace existing 30-ton Multizone packaged unit and install (5) new gas packaged AC units with corresponding duct into the existing zone supply plenums and return plenums.
2. Recover refrigerant per EPA guidelines. Recycle and/or dispose of equipment in accordance with all codes and regulations.
3. New factory curbs will be provided and installed.
4. The zones are paired down from (10) zones to (5) zones based on the existing solar exposures.
5. Existing thermofusers will be removed and replaced with supply registers to match existing.
6. Install new electrical sub panel on the roof to feed the new packaged units.
7. Modify the existing gas line to serve the new packaged AC units.
8. Include all required line and low voltage electrical modification and connections. Provide new electrical disconnect and fuses as needed.
9. Provide and install new standalone smoke detectors for all Packaged Units rated over 2,000 CFM.
10. Start-up by factory trained personnel and commissioning per factory specifications.

11. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
12. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
13. Provide traffic control and work coordination as needed with Madera to perform the installation.
14. Provide submittals for Madera review and approval, prior to release of equipment.
15. Provide engineering services to update Mechanical Sheets and Mechanical Equipment Schedules.
16. If required, provide structural calculations for rooftop unit replacements.

City Hall – PVC Roofing and Roof Improvements

Main Roof and Back Canopy Roof:

ENGIE Services U.S. shall:

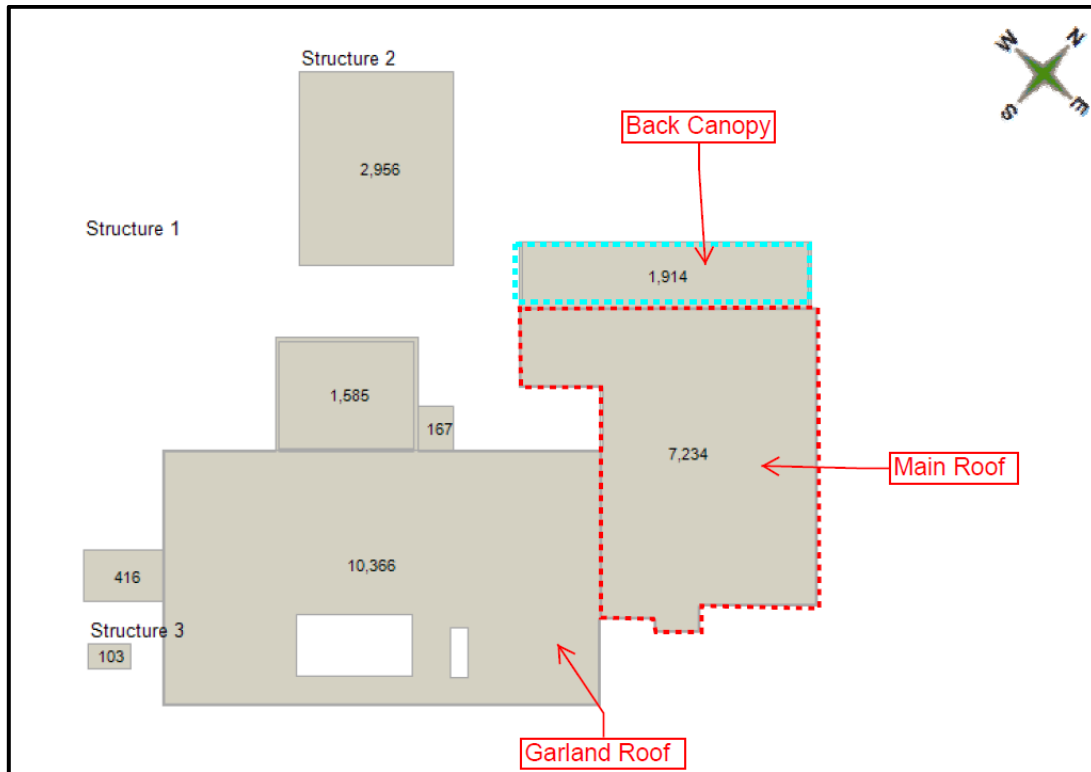
1. Remove existing roof system to deck. Dispose of debris per local ordinance.
2. Provide and install one (1) layer of R19 insulation at Main Roof area as indicated in the City Hall Roof Layout below. Insulation of Back Canopy area is not included.
3. Provide and install ¼" Densdeck Prime or Securerock adhered to the insulation base.
4. Provide and install 60mil PVC adhered to the coverboard.
5. Re-use existing large and/or hooded vents.
6. Replace small vent flashings (8 inches & under) and tube or 2x3 outlets.
7. Install termination bar at counterflashing conditions. Existing counterflashing will be re-used/re-installed.
8. Provide and install PVC pipe boots, pre-fab corners, T-join patches, perimeter 1/2 sheets, and PVC coated metal details.
9. Provide and install new 24g GSM Kynar coping cap and/or PVC coated gravel stop where existing conditions dictate.
10. Roof in all A/C, fan and skylight curbs per manufacturer requirements.
11. Clean all debris from the site upon completion of the work.

Garland Roof:

ENGIE Services U.S. shall:

1. Roof-in five (5) new AC curbs per Garland requirements to maintain existing Garland warranty.

City Hall Roof Layout:



Energy Management System (EMS) Controls Installation

ENGIE Services U.S. shall:

1. Provide and install a Distech web-based energy management system (EMS) for remote access and control of HVAC units at the following sites.

Facility	Address	Quantity of Thermostats to Replace
Airport	4020 Aviation Dr, Madera, CA 93637	2
Bergon Community Center	238 S D St, Madera, CA 93638	2
City Hall	205 W 4th Street, Madera, CA 93637	12
Fire Station #6	317 N Lake St, Madera, CA 93638	2
Fire Station #7	200 Schnoor, Madera, CA 93637	2
Intermodal Transit Facility	123 N E St #101, Madera, CA 93638	4
New Transit Center	Building in Construction – Address TBD	0
Pan American Community Center	703 Sherwood Way, Madera, CA 93638	7
Police Department	330 S. C St, Madera, CA 93638	18
Public Works	1030 S. Gateway Dr., Madera CA 93637	4
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638	4
Wastewater Treatment Plant	13048 Rd 21 1/2, Madera, CA 93637	3
Youth Center	701 E 5th St, Madera, CA 93638	9

2. For the City Hall, convert existing pneumatic control to DDC control. Demolish existing pneumatic system and provide new Distech Eclipse System to control existing and new packaged AC system. New control system shall provide functioning control and monitoring of existing and new systems.
3. For the New Transit Center, provide BACnet integration with Distech Eclipse front end interface for the Daikin VRV system.
4. Provide start-up, programming and commissioning of the control system to integrate control of the units with the Distech web-based energy management system.
5. Replace existing thermostats with the quantities identified in the table above. New thermostats/room sensors shall be installed at the same location as the existing thermostats.

Exclusions & Clarifications:

1. Heating and cooling load calculations are excluded. The scope of work is based on matching the capacity of existing equipment.
2. Structural modifications or framing upgrades are excluded except as specifically set forth in this Scope of Work.
3. Permit fees are excluded. ENGIE Services U.S. will procure permits through City of Madera.
4. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
5. Repairs or replacement of existing ductwork, piping, or insulation are excluded except as specifically set forth in this Scope of Work.
6. Installation of smoke detectors on any existing equipment is excluded except as specifically set forth in this Scope of Work.
7. Fire Life Safety integration of any kind is excluded.
8. Where feasible, Scope of Work includes using adaptor curbs for Roof-Top Unit installations.
9. New vibration isolation frames and curbs are excluded.
10. Roof patching and repair is excluded except as specifically set forth in this Scope of Work.
11. Chemical treatment is excluded.
12. Temporary cooling and/or heating is excluded. ENGIE Services U.S. assumes that occupants will be vacated from work areas during construction where access is required in the interior areas.
13. Air flow measurement stations are excluded.
14. Ethernet connectivity is assumed to be available at each site.
15. All work shall comply with Title 24 requirements.
16. All work shall comply with latest California Building Code, California Mechanical Code, California Plumbing Code, and National Electric Code.

ECM 3: Electric Vehicle Charging Stations

Locations:

Facility	Address	Quantity of EV Chargers
City Hall	205 W 4 th Street, Madera, CA 93637	5
Public Works	1030 S. Gateway Dr., Madera CA 93637	5
Total		10

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install dual-port level 2 commercial electric vehicle charging stations per the quantities listed above. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Start-up, test, and commission the EV charging stations in accordance with approved designs and applicable industry standards.
7. Coordinate billing parameters and website setup with EV charging station vendor and Madera.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
3. Depending on EV charging station usage, energy utility costs may increase.
4. Ongoing licensing and billing fees will be the responsibility of Madera.
5. Madera will hold the rights to charge for the use of the EV charging stations.

ECM 4: Electrical Switchgear Replacements

Locations:

Facility	Address
Lions Town and Country Park	2300 Howard Rd., Madera, CA 93637

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install new electrical switchgears and panelboards to replace the existing electrical equipment in the following table. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.

#	Description	Voltage	Amperage	Mount Method
1	Little League Field Switchgear	120 / 240 V	600 A	Pad Mounted
2	Athletic Field Switchgear	277 / 480 V	1600 A	Pad Mounted
3	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted
4	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted
5	Field Lighting Panelboard	277 / 480 V	100 A	Pole Mounted

2. Demolish and dispose of existing electrical equipment per local ordinances.
3. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
4. Coordinate receiving, unloading, handing, securing, and storing of all equipment necessary to complete the scope of work.
5. Provide traffic control and work coordination as needed with Madera to perform the installation.
6. Provide submittals for Madera review and approval, prior to release of equipment.
7. Coordinate electrical shutdowns with Madera.
8. Start-up, test, and commission new electrical equipment in accordance with applicable industry standards.

Exclusions & Clarifications:

1. For the two (2) switchgear replacements, it is assumed that existing concrete pads can be re-used for the new equipment.
2. For the three (3) pole-mounted panelboard replacements, it is assumed that the existing poles can be re-used to mount the new equipment.
3. Temporary power is excluded.
4. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
5. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 5: Power Quality and Reliability Upgrades

Location:

Facility	Address
Waste Water Treatment Plant	13048 Rd 21 ½, Madera, CA 93637

Scope of Work:

ENGIE Services U.S. shall:

1. Provide and install 200 kVAR switched capacitor bank and associated balance of systems at City of Madera Wastewater Treatment Plant
2. Provide and install power factor and current controller.
3. Change settings of existing Automatic Transfer Switch (ATS) to allow existing backup generator to automatically re-sync with utility grid. Coordinate settings with ATS and new power factor and current controller.
4. Start-up, test, and commission the equipment in accordance with applicable industry standards.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.

ECM 6: Solar Streetlighting Installations

Locations:

The location of each new solar streetlight will be provided by Madera staff.

Scope of Work:

ENGIE Services U.S. shall:

1. Provide, assemble, and install one hundred and fifty (150) Solar Streetlights along roads and intersections within the City of Madera. Streetlights shall be Sol EverGen M Series or equivalent. Installation shall be according to manufacturer's recommendations, per all national, state and local codes, and in accordance with related industry standards and best practices.
2. Provide all tools, equipment, lifts, storage, on-site supervision, labor, materials, and transportation necessary to complete the installation.
3. Coordinate receiving, unloading, handling, securing, and storing of all equipment necessary to complete the scope of work.
4. Provide traffic control and work coordination as needed with Madera to perform the installation.
5. Provide submittals for Madera review and approval, prior to release of equipment.
6. Provide GPS locations of all installed streetlights.
7. Test and commission each solar streetlight in accordance with manufacturer recommendations.

Exclusions & Clarifications:

1. Permit fees are excluded. If required, ENGIE Services U.S. will procure permits through City of Madera.
2. Repairs to existing equipment are excluded except as specifically set forth in this Scope of Work.
3. Each solar streetlight will be entirely self-powered and will not require a utility connection.

GENERAL PROJECT EXCLUSIONS AND CLARIFICATIONS

The following exclusions and clarifications apply to all Solar Generating Facilities and ECMs included in this Scope of Work:

1. Madera will be responsible for obtaining and paying for inspections and any required Building, Mechanical, and Electrical Permits.
2. Madera will be responsible for hiring and paying all inspectors, including AHJ and other special inspectors.
3. Except as specifically set forth in this Scope of Work, AHJ plan check fees are excluded.
4. ADA, Fire Life Safety, and other work required as a result of AHJ submission are excluded.
5. ENGIE Services U.S. has assumed Construction will be allowed to proceed smoothly and in a continuous flow. No allowance has been made to demobilize and remobilize resources due to schedule interruptions.
6. Temporary utilities are to be provided by Madera at no cost to ENGIE Services U.S. (including, without limitation, trailer power, phone lines, and construction power).
7. Removal and disposal of Hazardous Substances, including asbestos containing materials, to be by Madera. If ENGIE Services U.S. encounters material suspected to be hazardous, ENGIE Services U.S. will notify Madera representative and stop further work in the area until the material is removed.
8. ENGIE Services U.S. will require the assistance of Madera personnel to secure the Project Location and to provide traffic redirection during rigging operations, and during the move-in and move-out of large equipment.
9. No allowance has been made for structural upgrades to existing structures, except as specifically set forth in this Scope of Work.
10. No allowance has been made for screening of new or existing equipment, except as specifically set forth in this Scope of Work.
11. No temporary heating or cooling services have been included in the Contract Amount. ENGIE Services U.S. will attempt to phase Construction in such a way as to avoid complete interruptions of service.
12. ENGIE Services U.S. standard construction means and methods will be used.
13. Madera will provide access to the Facilities, laydown areas at the work sites, and a reasonable number of parking spaces for ENGIE Services U.S. and ENGIE Services U.S.'s subcontractor vehicles in parking lots at the Facilities.
14. Work will be performed during normal work hours; no overtime hours are included in the Contract Amount. The lighting retrofit Work will be performed so as not to unreasonably interfere with the building schedule. It is assumed that access for construction will be made available for a minimum of 8 continuous hours per day.
15. The Scope of Work assumes that, unless specifically identified otherwise, all existing systems are functioning properly and are up to current codes. ENGIE Services U.S. will not be responsible for repairs or upgrades to existing systems that are not functioning properly or compliant with current codes. No allowances have been made to bring existing systems up to code.
16. No allowance has been made to repair or replace damaged or inoperable existing equipment that is not specifically being replaced under the Scope of Work. When such items are discovered, ENGIE Services U.S. will immediately notify Madera representative.
17. No allowance has been made for underground obstructions or unsuitable soil conditions encountered during trenching or other excavation. ENGIE Services U.S. will notify Madera if any such conditions are encountered that will result in additional cost to Madera. Madera has the right to remove the affected portion of the Work from the Scope of Work by a mutually accepted Change Order.
18. Smoke detectors and fire alarm system work is excluded except as specifically set forth in this Scope of Work.
19. Repair or replacement of existing housekeeping pads, concrete pads, or base repair of existing walkway lighting are excluded, except as specifically set forth in this Scope of Work.
20. Painting, unless specified, is excluded.
21. With respect to lighting equipment maintenance and/or lamp and ballast retrofitting, Madera will properly ground lighting fixtures before ENGIE Services U.S. commences Work in compliance with applicable codes.
22. With respect to installation of new lighting fixture installations, prior to commencement of the lighting fixture installation, Madera will provide an existing or new grounding conductor or solidly grounded raceway with listed fittings at the lighting fixture junction box that is properly connected to the facility grounding electrode system in compliance with the latest NEC requirements adopted by the authority having jurisdiction. This Scope of Work includes, if applicable, properly terminating the lighting fixtures to the existing grounding conductor or to the existing solidly grounded raceway with listed fittings at the lighting fixture junction box.
23. Where this Scope of Work includes pulling new wiring for lighting fixtures from an existing lighting panel, a grounding conductor must be included in the lighting circuits. Madera is responsible for providing an existing or new grounding conductor terminal bar at the lighting panel that is properly connected to the Facility grounding electrode system in compliance with the latest NEC adopted by the authority having jurisdiction.
24. With respect to Projects with new equipment connecting to the Facility's existing electrical distribution system, ENGIE Services U.S. will not be responsible for the electrical integrity of the existing electrical system, e.g., the condition and proper termination of current-carrying, grounded, and grounding conductors, bus taps, protective elements, the proper protection of existing wire through knockouts, or missing components. Madera is

responsible for providing and maintaining the facility's electrical distribution system that meets the latest NEC and guidelines adopted by the authority having jurisdiction.

25. Electrical work shall not be performed on live electrical equipment.
26. ENGIE Services U.S. shall coordinate work and any required shut-downs with Madera personnel.

ENGIE Services U.S. Beneficial Use and Warranty criteria for specific pieces of equipment:

1. SOLAR GENERATING SYSTEMS - The ENGIE Services U.S. Warranty commences immediately when the Generating Facility is capable of generating expected energy and the Utility is ready to issue the permission-to-operate letter.
 - a. Solar Module Warranty: Solar modules will be provided with a 25-year manufacturer warranty
 - b. Solar Inverter Warranty: Solar inverters will be provided with a 10-year manufacturer warranty
2. LED LIGHTING - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
3. HVAC SYSTEM UPGRADES - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
4. ELECTRIC VEHICLE CHARGING STATIONS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
5. ELECTRIC SWITCHGEAR REPLACEMENTS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
6. POWER QUALITY AND RELIABILITY UPGRADES - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
7. SOLAR STREETLIGHTS - The ENGIE Services U.S. Warranty commences immediately upon the occurrence of uninterrupted operation for a duration as necessary, with a maximum of 2 weeks, for ENGIE Services U.S. to determine proper operation. ENGIE Services U.S. will provide written notice to Madera of the date the ENGIE Services U.S. Warranty commences.
 - a. Solar Streetlight Warranty: Solar Streetlights will be provided with a 20-year warranty.

Tentative Scopes of Work to receive Substantial and Final Completion:

Scope of Work	Location	Total Qnty of SC	Total Qnty of FC
Solar Generating Facilities	10 Sites	10; one per site	10; one per site
ECM 1: LED Lighting Retrofits	16 Sites	16; one per site	18; one per site
ECM 2: HVAC System Upgrades	-	-	-
- HVAC Packaged Unit Direct Replacements	7 Sites	7; one per Site	7; one per Site
- City Hall - Boiler, Chiller, & Cooling Tower Removal and Engineered Packaged Unit Replacement	1 Site	1; for entire Scope	1; for entire Scope
- City Hall - Multizone Unit Replacement and Engineered Packaged Unit Replacement	1 Site	1; for entire Scope	1; for entire Scope
- City Hall – PVC Roofing and Roof Improvements	1 Site	1; for entire Scope	1; for entire Scope
- Energy Management System (EMS) Controls Installation	14 Sites	14; one per Site	1; for entire Scope
ECM 3: Electric Vehicle Charging Stations	2 Sites	2; one per Site	2; one per Site
ECM 4: Electrical Switchgear Replacements	1 Site	1; for entire Scope	1; for entire Scope
ECM 5: Power Quality and Reliability Upgrades	1 Site	1; for entire Scope	1; for entire Scope
ECM 6: Solar Streetlights	City Wide	1; for entire Scope	1; for entire Scope

ATTACHMENT D
MONITORING INSTALLATION SCOPE OF WORK

Overview of DAS Network Installation and Equipment Requirements

ENGIE Services U.S. will provide a revenue-grade billing, data acquisition system (DAS). This will provide readily available access to various internal and external information collected on the distributive generation (i.e., solar PV) plants.

ENGIE Services U.S. DAS Monitoring Installation:

- Supply and install hardware specific to the DAS system.
- Supply and install, terminate, label, and test all Data Point of Connection (DPOC) communication cabling from each DAS node to the predetermined and respective DPOC(s); in accordance with City's specifications.
- Test and verify solar generating facility(s) network connectivity.
 - a. TCP/IP internal addressing and verification
- Supply, install, and configure a Modbus based digital Net Energy Meter (NEM).
- Connect the data portion of digital NEM(s) to their respective DPOC(s).
- Supply, install, and configure a Modbus based digital Net Generation Output Meter (NGOM).
- Perform the physical installation, labeling, testing and certification testing of each data circuit from the digital NEM(s) to their respective DPOC(s).
- Provide basic system training to designated City of Madera/Facility maintenance staff.

ATTACHMENT E
M&V SERVICES

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform measurement and verification services (“M&V Services”) as set forth in this Attachment E with respect to Madera’s property at the following Project Locations:

Facility	Address
Airport	4020 Aviation Dr, Madera, CA 93637
Bergon Community Center	238 S D St, Madera, CA 93638
City Hall	205 W 4th St, Madera, CA 93637
Fire Station #6	317 N Lake St., Madera, CA 93638
Fire Station #7	200 S Schnoor St., Madera, CA 93638
Intermodal Transit Facility	123 N E St., Madera, CA 93638
Lions Town and Country Park	2300 Howard Rd., Madera, 93637
Madera Community Center	1901 Clinton St, Madera, CA 93638
Madera Swimming Pool	221 Flume St, Madera, CA
Millview Park	1910 Clinton St, Madera, CA 93638
Pan American Community Center	703 Sherwood Way, Madera, CA 93638
Police Station	330 S C St, Madera, CA 93638
Public Works	1030 S Gateway Dr, Madera, CA 93637
Successor Redevelopment Agency	428 E Yosemite Ave, Madera, CA 93638
Waste Water Treatment Plant	13098 Rd 21 ½, Madera, CA 93637
Youth Center	701 E 5th St, Madera, CA 93638

I. Definitions:

Capitalized terms used in this Attachment E and not defined in the Contract, have the meanings set forth below:

“**Accumulated Savings**” means, as of any date of determination, the cumulative total of Excess Savings.

“**Actual Energy Rate**” means, for any Measurement Period, utility rates calculated by ENGIE Services U.S. using actual utility billing information supplied by Madera for that Measurement Period.

“**Annual M&V Fee**” means a fee payable annually in advance by Madera to ENGIE Services U.S., in consideration of the provision of up to five (5) years of M&V Services. The Annual M&V Fee for the first Measurement Period will be Thirty-Seven Thousand Three Hundred Thirty-Two Dollars (\$37,332.00). The Annual M&V Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period.

“**Assessment Work**” means work required to assess the effect on EC Savings for any significant changes to the Facilities (including, but not limited to, building additions, new buildings, and new or changed HVAC equipment).

“**Average Energy Unit Savings**” means, with respect to any number of consecutive Measurement Periods, the arithmetic mean of the Energy Unit Savings for such number of Measurement Periods.]

“**Base Energy Rate**” means the dollars per energy unit for each building and/or each ECM, set forth in this Attachment E, Section (III), and used by ENGIE Services U.S. to calculate the EC Savings.

“**Baseline**” means the energy use established by ENGIE Services U.S. from time to time for each building in the Facilities, taking into consideration Energy Use Factors for such buildings.

“**EC Savings**” means the savings in units of dollars (\$) calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“**Energy Rate Factors**” means factors identified by ENGIE Services U.S. which may affect utility rates from the local utility companies.

“**Energy Savings Report**” is defined in this Attachment E, Section (II)(D).

“Energy Savings Term” means the period beginning on the first day of the Construction Period and ending on the earlier of: (i) the day immediately preceding the twentieth (20th) anniversary of the M&V Commencement Date; (ii) the termination of the Contract; (iii) the termination by Madera of the M&V Services in accordance with this Attachment E, Section (II)(G); or (iv) the failure by Madera to pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H)(i).

“Energy Unit Savings” means the savings in units of energy, power, water, etc., calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III), achieved through the reduction in consumption or demand through implementation of the Work.

“Energy Use Factors” means factors identified by ENGIE Services U.S. which may affect the Baselines or energy use for the Facilities, including but not limited to: hours and levels of occupancy; adjustments in labor force; building use and operational procedures; temperature, humidification, and ventilation levels; installed lighting and scheduled use; building construction and size; general level of repair and efficiency of heating and air conditioning equipment and other energy-using equipment; and amount of heating and air conditioning and other energy-using equipment.

“Energy Use Savings” means, for any Measurement Period, those savings, having units of dollars (\$), achieved for such Measurement Period through reductions in energy use, energy demand, water use, and the use of other commodities.

“Excess Savings” means the excess of EC Savings over Guaranteed Savings, calculated in the manner set forth in this Attachment E, Section (II)(I)(iv).

“Guarantee Payment” means, for any Measurement Period, either: (i) a cash payment by ENGIE Services U.S. to Madera in an amount equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(ii); or (ii) additional energy services or energy saving retrofits requested by Madera with an agreed value equal to the Guarantee Shortfall for that Measurement Period pursuant to this Attachment E, Section (II)(A)(iii).

“Guarantee Shortfall” means an amount calculated in accordance with this Attachment E, Section (II)(I)(v).

“Guaranteed Savings” means, for any Measurement Period, the dollar amount set forth below for such Measurement Period, as the same may be adjusted from time to time by ENGIE Services U.S. for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline:

Measurement Year	Guaranteed Savings
1	\$1,282,987
2	\$1,333,224
3	\$1,385,430
4	\$1,101,357
5	\$1,144,585
6	\$1,189,512
7	\$1,236,203
8	\$1,284,730
9	\$1,335,163
10	\$1,387,578
11	\$1,442,052
12	\$1,498,668
13	\$1,557,508
14	\$1,618,661
15	\$1,682,218
16	\$1,748,272
17	\$1,816,923
18	\$1,888,273
19	\$1,962,428
20	\$2,039,498

“IPMVP” means the International Performance Measurement and Verification Protocol prepared by Efficiency Valuation Organization.

“Projected Energy Savings” means those Energy Unit Savings which ENGIE Services U.S. anticipates will be realized from the installation and continued operation of the Work, as set forth in this Attachment E, Section (III).

“Savings Guarantee” is defined in this Attachment E, Section (II)(A)(i).

II. Terms and Conditions

A. Guaranteed Savings.

- i. Savings Guarantee. In consideration of the payment of the Annual M&V Fee, and upon the terms and subject to the conditions set forth herein, ENGIE Services U.S. warrants that Madera will realize total EC Savings during the Energy Savings Term of not less than the total Guaranteed Savings (the “Savings Guarantee”), as the same may be adjusted from time to time for changes in Energy Rate Factors, Energy Use Factors and consequential revisions to the relevant Baseline.
- ii. Guarantee Payment. For any Measurement Period in which there is a Guarantee Shortfall, ENGIE Services U.S. will pay to Madera, within thirty (30) calendar days after the acceptance by Madera of the Energy Savings Report for such Measurement Period, the Guarantee Payment for that Measurement Period.
- iii. Services or Retrofits in Lieu of Guarantee Payment. If in the judgment of Madera, Madera would benefit from additional energy services or energy saving retrofits, Madera and ENGIE Services U.S. may mutually agree that ENGIE Services U.S. will provide such services or retrofits in lieu of the Guarantee Payment for such Measurement Period. For the purposes of this Contract, such services or retrofits will have a deemed value equal to the Guarantee Shortfall for that Measurement Period.
- iv. Excess Savings. For any Measurement Period in which there are Excess Savings, Madera will repay to ENGIE Services U.S., to the extent of such Excess Savings, any Guarantee Payments previously paid by ENGIE Services U.S. to Madera and not previously repaid to ENGIE Services U.S. by Madera, and the Excess Savings for such Measurement Period will be reduced by the amount of such repayment. If ENGIE Services U.S. has provided services or retrofits in lieu of the Guarantee Payment for a prior Measurement Period, such that the Guarantee Payment for such Measurement Period cannot be repaid by Madera, then in lieu of such repayment Excess Savings will be increased by the deemed value of such services or retrofits.
- v. Excusable Events. If ENGIE Services U.S. is delayed in, or prevented from, accurately calculating the actual EC Savings for any day of any Measurement Period by reason of any Excusable Event, such circumstance will not constitute a default, and ENGIE Services U.S. will be excused from performing the M&V Services while such event is continuing. During such event, Projected Energy Savings for the month(s) in which such event is continuing will be used in lieu of actual data; *provided* that if three (3) or more years of post M&V Commencement Date data are available for such month(s), the historical average of such data for such month(s) will be used in lieu of Projected Energy Savings.
- vi. Average Energy Unit Savings. For any Measurement Period beginning with fifth (5th), upon completion of that Measurement Period's Energy Savings Report, ENGIE Services U.S. has the right to calculate the Average Energy Unit Savings which have occurred over all previous Measurement Periods. The Average Energy Unit Savings will be applied to all subsequent Measurement Periods to determine the Energy Unit Savings for each remaining Measurement Period. After applying such Average Energy Unit Savings for each subsequent Measurement Period and calculating the resulting EC Savings, if the *sum* of (i) such calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is greater than the Guaranteed Savings for that Measurement Period, then such excess will be Excess Savings and the Savings Guarantee will have been met for that Measurement Period. If such *sum* of (i) calculated EC Savings for any future Measurement Period *plus* (ii) the Annual M&V Fee for such Measurement Period is less than the Guaranteed Savings for that Measurement Period, then ENGIE Services U.S. will apply Accumulated Savings then outstanding to determine whether there is a Guarantee Shortfall for that Measurement Period. If a Guarantee Shortfall is calculated to exist for a future Measurement Period, ENGIE Services U.S. may, in its sole discretion, pay to Madera, not later than the ninetieth (90th) day of such future Measurement Period, the net present value of the Guarantee Shortfall for any or all of such future Measurement Period(s). Net present value will be determined using a discount rate of ten percent (10%).

B. Changes in Energy Use Factors.

- i. Adjustments to Baselines. Madera will notify ENGIE Services U.S. in writing within ten (10) Business Days of any change in any Energy Use Factor. In addition, data collected by ENGIE Services U.S. during or before the Energy Savings Term may indicate a change in the energy use pattern at the Facilities or any portion thereof and require a change to one or more Baselines. ENGIE Services U.S. will determine the effect that any such change will have on EC Savings and present to Madera a

written analysis of the effects of such changes. ENGIE Services U.S. will also make corresponding revisions to the Baselines and/or EC Savings that it deems appropriate in its reasonable discretion.

- ii. Adjustments to Guaranteed Savings. If a change in any Energy Rate Factor or Energy Use Factor results in a reduction of EC Savings, then the Guaranteed Savings for the corresponding Measurement Period(s) will be decreased by the same amount. ENGIE Services U.S. will notify Madera, in writing, of all such changes.
- iii. Changes to Facilities. Madera or ENGIE Services U.S. may from time to time propose to make changes to the Facilities for the express purpose of increasing EC Savings or addressing events beyond its control. It is agreed that these changes will only be made with the written consent of both Parties, which will not be unreasonably withheld. The Baseline will not be adjusted to reflect any changes agreed to under this Attachment E, Section (II)(B)(iii).
- iv. Baseline Adjustment. If ENGIE Services U.S. proposes changes to the Facilities that would not unreasonably interfere with the conduct of Madera's business or cause Madera to incur additional costs, and Madera does not consent to the changes, then ENGIE Services U.S. will adjust the Baselines upward by the amount of savings projected from the changes.
- v. Projected Energy Savings. During the Energy Savings Term, when the ultimate effect of the Work on EC Savings cannot be accurately determined due to pending construction or changes to the Scope of Work, Projected Energy Savings for the Facilities will be used until the effect of the changes can be determined by ENGIE Services U.S.
- vi. Assessment Work. ENGIE Services U.S. has the right to charge Madera for Assessment Work, which will be billed at current ENGIE Services U.S. engineering rates and will be paid by Madera within thirty (30) calendar days after receiving ENGIE Services U.S.'s invoice. Before initiating Assessment Work, ENGIE Services U.S. will notify Madera in writing of the intent and estimated cost associated with the Assessment Work. Madera will, within forty-five (45) calendar days, give ENGIE Services U.S. written permission to proceed or, alternatively at no charge to ENGIE Services U.S., to stipulate that the Projected Energy Savings for the portion of the Facility in question be used for the purpose of meeting the Savings Guarantee for such Measurement Period and thereafter. If ENGIE Services U.S. does not receive written notice within forty-five (45) calendar days, the Projected Energy Savings for the portion of the Facility in question will be used until such time as Madera approves the Assessment Work.
- vii. Changes in Energy Use Factors. If Madera fails to notify ENGIE Services U.S. of changes in Energy Use Factors or fails to supply ENGIE Services U.S. in a timely manner with information that is requested by ENGIE Services U.S. for the calculation of EC Savings, the Energy Unit Savings for the relevant Measurement Period will be deemed equal to the corresponding Projected Energy Savings for such period. If information for the relevant Measurement Period is supplied at a later date, the Energy Unit Savings will be modified only if and to the extent that the calculated savings for such period exceed the Projected Energy Savings for such period.
- viii. Change Order – Savings Effect. ENGIE Services U.S. will calculate the energy impact of any Change Orders.
- ix. Changes in Savings Calculations. Any changes made by ENGIE Services U.S. to the savings calculations will be presented to Madera in advance. Madera will have thirty (30) calendar days to challenge or question the changes in writing.
- x. Inspection of Facilities. Madera agrees that ENGIE Services U.S. will have the right, with or without prior notice, to inspect the Facilities to determine if Madera has consistently complied with its obligations as set forth above. If any inspection discloses that Madera has failed, on or prior to the date of such inspection, to be in compliance with any of its obligations, then the Guaranteed Savings will be assumed to have been achieved for the portion of the Energy Savings Term during which such failure will have existed.
- xi. Interference. Madera may not cause, and will take all commercially reasonable steps to prevent any third party from causing, any overshadowing, shading or other interference with the solar insolation that falls on the Generating Facility. Upon discovering, or otherwise becoming aware of, any actual or potential overshadowing, shading or other interference with insolation, Madera will promptly notify ENGIE Services U.S. If an unforeseeable overshadowing or shading condition not caused by ENGIE Services U.S. or its subcontractors exists and continues for five (5) Business Days or more, Madera agrees that the Guaranteed Savings for such Generating Facility will be reduced based upon such shading condition, and ENGIE Services U.S. may present Madera with a proposed reduction to the Guaranteed Savings reflecting such overshadowing, shading or other interference.

C. Madera Maintenance. Beginning at Beneficial Use or Substantial Completion for any portion of the Work, Madera will maintain such portion of the Work and upon Final Completion will maintain the Project, in accordance with the maintenance schedules and procedures recommended by ENGIE Services U.S. and by the manufacturers of the relevant equipment, such maintenance to include maintaining all landscaping (including tree trimming) in and around the Generating Facilities. Madera is also responsible for managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.

D. Energy Savings Report. Annually during the first five (5) Measurement Periods of the Energy Savings Term, ENGIE Services U.S. will submit to Madera an energy savings report containing a precise calculation of the EC Savings during the applicable Measurement Period (an "Energy Savings Report"). ENGIE Services U.S. will use its best efforts to submit such Energy Savings Report within ninety (90) calendar days after receipt of all needed information for a Measurement Period, unless additional information is needed to accurately calculate the EC Savings, in which case Madera will be notified of such a situation within the ninety (90) calendar-day period.

E. On-Site Measurements. Madera irrevocably grants to ENGIE Services U.S. the right, during the Energy Savings Term, to monitor EC Savings and energy management performance by conducting on-site measurements, including, but not limited to, reading meters and installing and observing on-site monitoring equipment. ENGIE Services U.S. will not exercise such right in a manner that unreasonably interferes with the business of Madera as conducted at the Facilities as of the date hereof. Madera will cooperate fully with the exercise of such right by ENGIE Services U.S. pursuant to this Attachment E, Section (II)(E). Madera will further cooperate with ENGIE Services U.S.'s performance of the M&V Services by providing utility information, changes in Energy Use Factors, and/or additional information as reasonably requested by ENGIE Services U.S.

F. Termination of Guaranteed Savings. If (i) Madera notifies ENGIE Services U.S. in writing of its intent to terminate the M&V Services, (ii) the Contract is terminated by ENGIE Services U.S. for default by Madera or by Madera for any reason permitted by the Contract, (iii) ENGIE Services U.S. is no longer the provider of the Maintenance Services set forth in Attachment E, or (iv) Madera fails to maintain the Project in accordance with this Attachment E, Section (II)(C), or is in default of any of its other obligations under this Attachment E, the obligation of ENGIE Services U.S. to prepare and deliver the Energy Savings Report and to make a Guarantee Payment will also be terminated. If such termination occurs on a date other than the last day of a Measurement Period, ENGIE Services U.S. will have no obligation to make a Guarantee Payment or prepare and deliver an Energy Savings Report for such Measurement Period.

G. Annual M&V Fee.

- i. Invoicing and Payment. The Annual M&V Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Madera in a lump sum on the M&V Commencement Date. All subsequent Annual M&V Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Madera, or its designee, will pay ENGIE Services U.S. such Annual M&V Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Unless Madera gives ENGIE Services U.S. prior written notice of its intent to terminate the M&V Services, any failure to timely pay the Annual M&V Fee in accordance with this Attachment E, Section (II)(H) will be a material default by Madera under the Contract, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to perform M&V Services or to make Guarantee Payments.
- ii. Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.
- iii. Not Refundable. The Annual M&V Fee is not refundable for any reason.

H. Calculations.

- i. Calculation of Accumulated Savings. Accumulated Savings will be increased, for any Measurement Period, by the amount of Excess Savings during such Measurement Period, and will be decreased, for any Measurement Period, by the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the EC Savings for such Measurement Period. For the avoidance of doubt, Accumulated Savings will not be reduced below zero.
- ii. Calculation of EC Savings. EC Savings for any Measurement Period will be equal to the Energy Use Savings, in each case as adjusted for changes in Energy Use Factors during such Measurement Period. EC Savings achieved during the Construction Period will be included in the EC Savings for the first Measurement Period.

- iii. Calculation of Energy Use Savings. Energy Use Savings will be calculated by ENGIE Services U.S. as the *product* of (i) the Energy Unit Savings *multiplied by* (ii) the greater of (a) the applicable Base Energy Rate or (b) the applicable Actual Energy Rate.
- iv. Calculation of Excess Savings. From and after the M&V Commencement Date, Excess Savings will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the EC Savings for the relevant Measurement Period *minus* (ii) the Guaranteed Savings for such Measurement Period. During the Construction Period, Excess Savings will be calculated by ENGIE Services U.S. in the manner set forth in this Attachment E, Section (III). For the avoidance of doubt, Excess Savings will not be reduced below zero.
- v. Calculation of Guarantee Shortfall. The Guarantee Shortfall, for any Measurement Period, will be calculated by ENGIE Services U.S. as the *difference*, to the extent positive, between (i) the Guaranteed Savings for such Measurement Period *minus* (ii) the sum of (a) EC Savings for such Measurement Period plus (b) Accumulated Savings then outstanding.

III. Methodologies and Calculations

The following details the methodologies and calculations to be used in determining the Energy Unit Savings under this Contract.

Table E-1: Measurement and Verification Methods

ECM	ECM Description	M&V Method	
		Electric Usage	Electric Demand
ECM-1	LED Lighting Retrofits	Option A	N/A
SGF	Solar Generating Facilities	Option B	N/A

1. M&V Option A: This option allows for the energy savings to be predicted, measured, and agreed upon between Madera and ENGIE Services U.S. One-time measurements and stipulated parameters are used to quantify savings that are stipulated for the term of the Contract.
 - a. ENGIE Services U.S. will supply a one-time report to Madera detailing the measurements and calculation of savings. If the calculated savings fall short of those expected, ENGIE Services U.S. will have the opportunity to remedy the short fall and re-measure and calculate the results. Such work will be done at ENGIE Services U.S.'s expense and will not be unreasonably denied by Madera, as long as such work does not interfere with Madera's use of the Facilities. These calculated savings will be defined as Energy Unit Savings and will be agreed to occur each Measurement Period. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the ECM and the M&V Commencement Date.
 - b. Scope of Work
The Energy Savings generated from the installation of the lighting ECMs will be measured and verified using IPMVP Option A. These savings will be measured and calculated by the following method:
 1. The reduction in units of electric demand (kW) from the installation of the lighting ECMs is to be measured directly using a calibrated true-RMS watt meter or stipulated based on the following parameters. Existing and to-be-installed fixture types will be grouped project-wide, based on the type of fixture (i.e., type of lamp, number of lamps and ballast type) and the assumed wattage. All lamps without ballasts (incandescent), along with exit signs, will be stipulated at their manufacturer's rated wattage. Groups of fixtures with ballasts will be measured in the following manner.
 - a. For groups with 1,000 or more fixtures, ten (10) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - b. For groups with 500 or more fixtures but fewer than 1,000, seven (7) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - c. For groups with 100 or more fixtures but fewer than 500, four (4) or more instantaneous measurements of single fixtures or circuits containing only one type of fixture will be taken. The average wattage per fixture will be calculated and be the measured wattage for that fixture type.
 - d. For groups with 99 or fewer fixtures or where measurements are not physically possible, the measured wattage will be stipulated for that group to equal the wattage defined in Attachment

C, showing the existing fixture codes, quantities, and manufacturer's rated wattage for these type fixtures.

2. Assumptions: The annual unit consumption savings (kWh) for each retrofit will be calculated by multiplying the demand savings as calculated above by the Occupied Annual Hours, where the Occupied Annual Hours have been agreed upon and stipulated to by Madera and are presented in *Table E-2* below. The Energy Unit Savings (kWh) will be the sum of the calculated annual unit consumption savings for each retrofit.

Table E-2: Annual Lighting Hours by Room Type – Stipulated

Agreed Upon Lighting Hours of Operation		
Facility	Area Type	Annual Hours
City-wide	Airport Hangar	728
City-wide	Always on	8,760
City-wide	As Needed	260
City-wide	Conference Room	1,560
City-wide	Council Chamber	1,040
City-wide	Custodian	1,040
City-wide	Dial a ride	4,368
City-wide	Electrical Mechanical	2,600
City-wide	Exercise	1,560
City-wide	Exterior	4,368
City-wide	Fire apparatus bay	2,184
City-wide	Fire dorm	2,184
City-wide	Garage	1,040
City-wide	Hallway-Lobby-Stair	2,600
City-wide	Intermodal Lobby	4,368
City-wide	Kitchen	1,560
City-wide	Laboratory	3,120
City-wide	Lobby	3,120
City-wide	Locker Room	1,560
City-wide	Lounge/Breakroom	2,080
City-wide	MPR	2,600
City-wide	Office open	3,120
City-wide	Police dispatch	3,640
City-wide	Police Interview	1,460
City-wide	Private	2,600
City-wide	Restroom Open	2,080
City-wide	Restroom Single	1,560
City-wide	Retail	3,744
City-wide	Sports field	728
City-wide	Storage-Active	2,200
City-wide	Storage-Inactive	260
City-wide	Wastewater treatment	4,368
City-wide	Work Room	3,120
Public Works	As Needed	1,248
Public Works	Auto repair	3,640
Public Works	Classroom	2,600
Public Works	Dining	2,080
Public Works	Electrical Mechanical	520
Public Works	Elevator - 24/7	8,760
Public Works	Exterior	4,368
Public Works	File room	1,560

Public Works	Gym	2,080
Public Works	Hall	3,640
Public Works	Hall	3,744
Public Works	Kitchen	1,560
Public Works	Kitchen	2,600
Public Works	Lobby	2,600
Public Works	Lobby	3,120
Public Works	Lobby	3,744
Public Works	Lounge/Breakroom	3,640
Public Works	Multipurpose	3,744
Public Works	Office Enclosed/Conference	3,120
Public Works	Office Enclosed/Conference	3,744
Public Works	Open office	3,640
Public Works	Open office	3,744
Public Works	Restroom Open	3,640
Public Works	Restroom Single	1,560
Public Works	Stair - 24/7	8,760
Public Works	Storage-Active	520
Public Works	Walk in	260
Public Works	Warehouse	3,640
Public Works	Workshop	3,640

3. Post-retrofit measurements will be performed one time, after the retrofit is complete. Post-retrofit ECM performance is assumed to be consistent for the duration of the Energy Savings Term.
4. EC Savings achieved from the lighting ECMs are calculated by the following equation:
EC Savings = Energy Unit Savings X Base Energy Rate

Table E-3: Lighting Annual Savings by Site (ECM-1)

Location/ECM	Projected Annual Savings (kWh)
Airport	21,414
Bergon Community Center	12,130
City Hall	47,519
Fire Station #6	10,209
Fire Station #7	8,883
Intermodal Transit Facility	15,199
Lions Town & Country Park	49,484
Madera Community Center	20,621
Madera Swimming Pool	8,289
Millview Park	4,166
Pan American Community Center	30,518
Police Station	61,934
Public Works	58,679
Successor Redevelopment Agency	22,912
WWTP (NEM)	68,370
Youth Center	18,451
Total	458,778

2. M&V Option B: Energy savings performance of Scope of Work are measured and verified at the end-use site. Option B techniques are designed for projects where long-term continuous measurement of performance is desired and warranted. Under Option B, while some parameter may be stipulated or measured once then stipulated, some individual loads are continuously monitored to determine performance; and this measured performance is compared with an equipment-use Baseline to determine the Energy Unit Savings.
- a. ENGIE Services U.S. will supply a one-time report to Madera detailing any initial measurements taken to establish usage Baselines or other parameters. Ongoing post-retrofit measurements will be compared to the Baselines, and the quantified Energy Unit Savings will be calculated and presented in ongoing reports. During the Construction Period, the Energy Unit Savings will be calculated by adding the savings measured for the whole months between Substantial Completion or Beneficial Use of the EC Measure and the M&V Commencement Date.
 - b. Scope of Work
No baseline measurements are necessary because pre-retrofit PV production is zero. Kilowatt-hours produced by the PV system will be measured using automated metering. Measured interval production kilowatt-hours will be compared against production shown on the monthly utility bills and any differences will be reconciled. Projected kWh production is shown in *Table E-4* below and is projected to degrade by 0.4% per year.

Table E-4: First Year Solar PV Production (SGF)

Location/ECM	Projected Annual Production (kWh)
Airport	136,800
City Hall	232,655
Fire Station #6, Madera Swimming Pool & Youth Center	188,765
Lions Town & Country Park	566,865
Millview Park	182,020
Pan American Community Center	53,381
Police Station	209,475
Public Works	143,925
WWTP (NEM)	1,734,700
WWTP (RES-BCT)	4,453,600
Total	7,902,186

- c. Assumptions: Once Work is Substantially Complete, these savings will be measured and verified monthly for the Energy Savings Term.
 - d. Baselines and Projected Savings: EC Savings will be determined by multiplying the Energy Unit savings by the applicable Base Energy Rate. EC Savings will be calculated and presented in ongoing reports. During the Construction Period, the EC Savings will be calculated by adding the production measured for the period between Substantial Completion of the ECM and the M&V Commencement Date.
3. Base Energy Rates: EC Savings will be calculated using the Base Energy Rates or Actual Energy Rates for that meter, whichever results in greater EC Savings. Actual Energy Rates will be calculated at the end of each Measurement Period using utility billing information for that Measurement Period and using the same methodology as was employed to determine the base energy rate in the Recommendations.

The Base Energy Rates listed here are to be increased each Measurement Period on a cumulative basis by four and three-tenths percent (4.30%) beginning on the first anniversary of the M&V Commencement Date and continuing on the first day of each Measurement Period thereafter.

Table E-5: Base Energy Rates

Location/ECM	Electricity Rate (\$/kWh)
ECM-1: Airport	0.2289
ECM-1: Bergon Community Center	0.2434
ECM-1: City Hall	0.2172
ECM-1: Fire Station #6	0.2358
ECM-1: Fire Station #7	0.2327
ECM-1: Intermodal Transit Facility	0.2314
ECM-1: Lions Town & Country Park	0.1926
ECM-1: Madera Community Center	0.2380
ECM-1: Madera Swimming Pool	0.2018
ECM-1: Millview Park	0.2274
ECM-1: Pan American Community Center	0.2395
ECM-1: Police Station	0.1717
ECM-1: Public Works	0.2168
ECM-1: Successor Redevelopment Agency	0.2284
ECM-1: WWTP (NEM)	0.2490
ECM-1: WWTP (NEM - Year 4, <i>*rate switch</i>)	0.2370
ECM-1: Youth Center	0.2531
SGF: Airport	0.2695
SGF: City Hall	0.1527
SGF: Fire Station #6, Madera Swimming Pool & Youth Center	0.2254
SGF: Lions Town & Country Park	0.1785
SGF: Millview Park	0.2422
SGF: Pan American Community Center	0.2205
SGF: Police Station	0.1514
SGF: Public Works	0.2033
SGF: WWTP (NEM)	0.3011
SGF: WWTP (NEM - Year 4, <i>*rate switch</i>)	0.1465
SGF: WWTP (RES-BCT)	0.0734

**ATTACHMENT F
MAINTENANCE SERVICES**

EQUIPMENT AND FACILITIES COVERED

ENGIE Services U.S. will perform preventive maintenance services ("Maintenance Services") as set forth in this Attachment F with respect to Generating Facilities being constructed on Madera's property at the following Project Locations:

Site Name	Site Address	City	County	State	Zip Code
Airport	4020 Aviation Dr	Madera	Madera	CA	93638
City Hall	205 W 4th St	Madera	Madera	CA	93638
Fire Station #6, Madera Swimming Pool, and Youth Center	701 E 5th St	Madera	Madera	CA	93638
Lions Town and Country Park	2300 Howard Rd	Madera	Madera	CA	93638
Millview Park	1910 Clinton St	Madera	Madera	CA	93638
Pan American Community Center	703 Sherwood Way	Madera	Madera	CA	93638
Police Station	330 S C ST	Madera	Madera	CA	93638
Public Works	1030 S Gateway Dr	Madera	Madera	CA	93638
Wastewater Treatment Plant (NEM)	13098 ROAD 21 1/2	Madera	Madera	CA	93637
Wastewater Treatment Plant (RES-BCT)	13098 ROAD 21 1/2	Madera	Madera	CA	93637

Capitalized terms used in this Attachment F and not defined in the Contract, have the meanings set forth below:

I. Definitions

"**Annual Maintenance Fee**" means a fee payable annually in advance by Madera to ENGIE Services U.S., in consideration of the provision of up to twenty (20) years of Maintenance Services. The Annual Maintenance Fee for the first Measurement Period will be Sixty Thousand Eight Hundred Eighteen Dollars (**\$60,818.00**). The Annual Maintenance Fee will be increased annually thereafter at the rate of three percent (3%) per annum for the first five (5) Measurement Periods, each increase to be effective on the first day of the corresponding Measurement Period. The Annual Maintenance Fee for each Measurement Period after the fifth (5th) Measurement Period will be negotiated in good faith by the Parties, not later than ninety (90) days prior to the end of the preceding Measurement Period, on the basis of then-prevailing market rates for, e.g., labor and equipment.

II. Term

So long as Madera pays to ENGIE Services U.S. the Annual Maintenance Fee, ENGIE Services U.S. will provide the Maintenance Services, as described herein, up to twenty (20) years from the M&V Commencement Date on an annualized basis. At the end of this term, Madera may:

- a. Enter into another agreement with ENGIE Services U.S. to perform Maintenance Services
- b. Enter into an agreement with another service provider
- c. Self-perform preventive maintenance

III. Annual Maintenance Fee; Reporting

The Annual Maintenance Fee for the first Measurement Period will be invoiced by ENGIE Services U.S. to Madera in a lump sum on the M&V Commencement Date. All subsequent Annual Maintenance Fees will be invoiced by ENGIE Services U.S. on the first day of the corresponding Measurement Period. Madera, or its designee, will pay ENGIE Services U.S. such Annual Maintenance Fee, without any retention amount withheld, within thirty (30) calendar days after its receipt of the corresponding invoice. Any failure to timely pay the Annual Maintenance Fee in accordance with this Attachment F will be a material default by Madera, and ENGIE Services U.S., in addition to any other legal, contractual and equitable remedies available to it, will have no obligation thereafter to provide Maintenance Services.

Any amount not paid when due will, from and after the due date, bear Interest. Accrued and unpaid Interest on past due amounts (including Interest on past due Interest) will be due and payable upon demand.

The Annual Maintenance Fee is not refundable for any reason.

Upon completion of any maintenance or repair work, ENGIE Services U.S. will update service logs detailing the work performed, location and any notes relevant to safe and efficient operations. These service logs will be compiled and submitted to Madera on a quarterly basis.

If ENGIE Services U.S. is no longer the provider of Maintenance Services, Madera's new provider will maintain similar service logs. ENGIE Services U.S. will have reasonable access to inspect service logs to determine that adequate Maintenance Services are being performed.

IV. Preventive Maintenance Services Provided

ENGIE Services U.S. will provide the following Maintenance Services during the term:

- a. Inspection: Inspect PV modules, combiner boxes, inverters, isolation transformers, and PV service roof penetrations and support structure on an annual basis. Inspect (150) Street light modules for operation and provide any needed repairs
- b. Testing: Perform voltage testing, amperage testing, and infrared scans of inverters, combiner boxes, disconnects and switchgear on an annual basis.
- c. Monitoring: Monitor PV system performance and (150) street light functionality on a daily basis.
- d. Cleaning:
 - i. Remove dust, dirt, and debris from outside cabinets of combiner boxes, inverters, transformers, and disconnect switches on an annual basis.
 - ii Wash PV modules and remove accumulated dust and debris on an annual basis.

V. Repair Services

If a Generating Facility or street light pole is damaged and requires safe-off, repair, demolition and/or reconstruction, Madera must contact the ENGIE Services U.S. PV Operations & Maintenance Manager. In the event of damage, any component of the Generating Facility installed by ENGIE Services U.S. can be repaired or reconstructed by ENGIE Services U.S. at Madera's request. Madera must submit a request for quotation to the ENGIE Services U.S. PV Operations & Maintenance Manager. ENGIE Services U.S. will inspect the damage and provide a written quotation and complete scope of work to Madera to restore the Generating Facility to normal operational condition. Before proceeding with repairs, ENGIE Services U.S. and Madera must execute a work order, on ENGIE Services U.S.'s form, for the agreed scope of work and quotation amount. Repair work is done on a time and materials basis. Standard Business Hours are M-F, 7am to 5pm. Non-business Hours & Saturdays Equals 1.5x Rates. Sundays & Holidays Equals 2.0x Rates.

Labor Category		Straight Time
Hourly Rate – PV Electrical Journeyman Technician	\$/hr.	\$ 150.00
Hourly Rate – PV Electrical Apprentice Technician	\$/hr.	\$ 65.00
Hourly Rate – Engineering	\$/hr.	\$ 170.00
Hourly Rate – Administrative	\$/hr.	\$ 65.00
Service call-out - Daily minimum fee	\$	\$ 550.00
Mileage	\$	IRS Rate
Material mark-up %	%	15.00%
Lift rental fee	\$	Current Market Price

VI. Warranty Services

The ENGIE Services U.S. PV Operations & Maintenance Manager will also be Madera's point of contact for all issues related to the ENGIE Services U.S. Warranty set forth in Section 9.01 of the Contract. Madera should refer to Section 9.02 of the Contract for services provided by ENGIE Services U.S. to Madera in relation to manufacturer's warranties. The terms and conditions of the relevant manufacturer's warranties can be found in the operation and maintenance manuals delivered to Madera at Final Completion.

VII. Services and Equipment to Be Covered by Madera

ENGIE Services U.S.'s obligations under this Attachment F are expressly conditioned upon Madera's payment of the Annual Maintenance Fee and providing and being responsible for the following, without cost to ENGIE Services U.S.:

- a. Making the Generating Facilities described herein available to ENGIE Services U.S. as of the Contract Effective Date.
- b. Operating and maintaining security systems associated with the Generating Facilities.
- c. Managing the benefitting accounts designated to receive generation credits in regard to the Utility's RES-BCT tariff to ensure that generation is credited at the preferred rate.
- d. Maintaining all landscaping in and around Generating Facilities including tree trimming.
- e. Allowing ENGIE Services U.S. and its personnel access as necessary to the Generating Facilities, and any related areas that may be reasonably necessary for performance of the Maintenance Services, including reasonable work, parking, and equipment staging areas.
- f. Allowing ENGIE Services U.S. and its personnel to access electrical power and other utilities then existing at the Generating Facilities as necessary for ENGIE Services U.S. to satisfy its obligations under the Contract.
- g. Remediating, pursuant to Applicable Law, any known Hazardous Substances encountered by ENGIE Services U.S. during the performance of the Maintenance Services which Hazardous Substances were not deposited by ENGIE Services U.S., including any backfill with clean soil as may be reasonably required.
- h. Insuring the Generating Facilities against loss due to acts of God and the public enemy; flood, earthquake, tornado, storm, fire; civil disobedience, sabotage, and vandalism.
- i. Ensure no vehicles are parked within safe distance of the street light pole during maintenance and repair requests.
- j. Wash (150) street light PV modules and remove accumulated dust and debris as needed.

ENGIE Services U.S. will have no obligation to provide the Maintenance Services to the extent such provision of Maintenance Services is materially adversely affected by Madera's failure to satisfy the conditions set forth in this Attachment F.

**ATTACHMENT G
SCOPE OF EDUCATION SERVICES**

ENGIE Services U.S. will perform educational services ("Education Services") as set forth in this Attachment G at the City of Madera.

I. Term

ENGIE Services U.S. will provide the Education Services, as described herein, from the Contract Effective Date through June 2022.

II. Educational Services Provided

Sustainability Ambassador Program

ENGIE Services U.S. will engage with high school-aged youth in the City of Madera to provide training and work experiences in the areas of sustainability and energy.

Timing and schedule to be determined in collaboration with the City of Madera for the following:

- Ten (10) interns
- Compensated at the minimum wage required by California law
- Each intern will be compensated for up to sixty (60) hours of work

Interns will work with ENGIE Services U.S., ENGIE Services U.S.'s Partners, and City of Madera staff to perform the following:

- Lead local efforts to reduce local energy & water consumption
- Take field trips to understand critical City of Madera infrastructure
- Learn about opportunities in local government and green engineering & construction
- Organize community events and projects

The City of Madera will provide training space for these sessions.

Communications Support

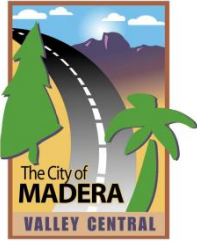
ENGIE Services U.S. will assist the City of Madera in sharing the activities and results of these internships out to the community through:

- Providing one (1) summary report of the internship program including relevant metrics and data
- Supporting City of Madera staff on key relevant City of Madera communications

Attachment 2: Cash Flow Analysis

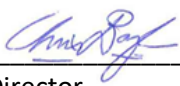
Attachment 2: Cash Flow Analysis										
Project Cost									\$18,848,862	
City Contribution									\$0	
Financing Cost									\$188,489	
Amount to be Financed									\$19,037,351	
Finance Term									20	
Annual Interest Rate									2.85%	
Annual Solar Panel Degradation									0.40%	
Annual Escalation of Electricity Cost									4.30%	
Annual Escalation of O&M Cost									3.00%	
Year	Solar Energy Savings	Energy Efficiency Electricity Savings	Operation & Maintenance Savings	Incentives	Total Program Savings	Measurement & Verification Cost	Operation & Maintenance Cost	Lease Payments	Total Program Costs	Net Savings
1	\$1,244,386	\$144,406	\$60,453	\$119,852	\$1,569,097	\$37,332	\$60,818	\$1,145,965	\$1,244,116	\$324,981
2	\$1,292,703	\$150,615	\$62,266	\$0	\$1,505,585	\$38,452	\$62,643	\$1,079,509	\$1,180,604	\$324,981
3	\$1,342,896	\$157,092	\$64,134	\$0	\$1,564,123	\$39,606	\$64,522	\$1,135,014	\$1,239,141	\$324,981
4	\$1,042,949	\$160,570	\$66,058	\$0	\$1,269,578	\$40,794	\$66,458	\$837,345	\$944,596	\$324,981
5	\$1,083,445	\$167,475	\$68,040	\$0	\$1,318,960	\$42,017	\$68,452	\$883,509	\$993,978	\$324,981
6	\$1,125,513	\$174,676	\$70,081	\$0	\$1,370,270	\$0	\$70,505	\$974,784	\$1,045,289	\$324,981
7	\$1,169,215	\$182,187	\$72,184	\$0	\$1,423,585	\$0	\$72,620	\$1,025,984	\$1,098,604	\$324,981
8	\$1,214,613	\$190,021	\$74,349	\$0	\$1,478,983	\$0	\$74,799	\$1,079,203	\$1,154,002	\$324,981
9	\$1,261,774	\$198,192	\$76,580	\$0	\$1,536,545	\$0	\$77,043	\$1,134,521	\$1,211,564	\$324,981
10	\$1,310,766	\$206,714	\$78,877	\$0	\$1,596,357	\$0	\$79,354	\$1,192,022	\$1,271,376	\$324,981
11	\$1,361,660	\$215,603	\$81,243	\$0	\$1,658,507	\$0	\$81,735	\$1,251,791	\$1,333,525	\$324,981
12	\$1,414,531	\$224,874	\$83,681	\$0	\$1,723,085	\$0	\$84,187	\$1,313,917	\$1,398,104	\$324,981
13	\$1,469,454	\$234,543	\$86,191	\$0	\$1,790,189	\$0	\$86,712	\$1,378,495	\$1,465,207	\$324,981
14	\$1,526,510	\$244,629	\$88,777	\$0	\$1,859,916	\$0	\$89,314	\$1,445,621	\$1,534,935	\$324,981

Year	Solar Energy Savings	Energy Efficiency Electricity Savings	Operation & Maintenance Savings	Incentives	Total Program Savings	Measurement & Verification Cost	Operation & Maintenance Cost	Lease Payments	Total Program Costs	Net Savings
15	\$1,585,782	\$255,148	\$91,440	\$0	\$1,932,370	\$0	\$91,993	\$1,515,395	\$1,607,388	\$324,981
16	\$1,647,354	\$266,119	\$94,183	\$0	\$2,007,657	\$0	\$94,753	\$1,587,922	\$1,682,676	\$324,981
17	\$1,711,318	\$277,562	\$97,009	\$0	\$2,085,889	\$0	\$97,596	\$1,663,312	\$1,760,908	\$324,981
18	\$1,777,765	\$289,497	\$99,919	\$0	\$2,167,181	\$0	\$100,524	\$1,741,677	\$1,842,200	\$324,981
19	\$1,846,792	\$301,946	\$102,917	\$0	\$2,251,654	\$0	\$103,539	\$1,823,134	\$1,926,673	\$324,981
20	\$1,918,499	\$314,930	\$106,004	\$0	\$2,339,433	\$0	\$106,645	\$1,907,806	\$2,014,452	\$324,981
21	\$1,992,991	\$0	\$0	\$0	\$1,992,991	\$0	\$109,845	\$0	\$109,845	\$1,883,146
22	\$2,070,374	\$0	\$0	\$0	\$2,070,374	\$0	\$113,140	\$0	\$113,140	\$1,957,234
23	\$2,150,763	\$0	\$0	\$0	\$2,150,763	\$0	\$116,534	\$0	\$116,534	\$2,034,229
24	\$2,234,273	\$0	\$0	\$0	\$2,234,273	\$0	\$120,030	\$0	\$120,030	\$2,114,242
25	\$2,321,025	\$0	\$0	\$0	\$2,321,025	\$0	\$123,631	\$0	\$123,631	\$2,197,394
26	\$2,411,146	\$0	\$0	\$0	\$2,411,146	\$0	\$127,340	\$0	\$127,340	\$2,283,806
27	\$2,504,766	\$0	\$0	\$0	\$2,504,766	\$0	\$131,160	\$0	\$131,160	\$2,373,605
28	\$2,602,021	\$0	\$0	\$0	\$2,602,021	\$0	\$135,095	\$0	\$135,095	\$2,466,926
29	\$2,703,052	\$0	\$0	\$0	\$2,703,052	\$0	\$139,148	\$0	\$139,148	\$2,563,904
30	\$2,808,006	\$0	\$0	\$0	\$2,808,006	\$0	\$143,322	\$0	\$143,322	\$2,664,684
Totals	\$52,146,342	\$4,356,799	\$1,624,387	\$119,852	\$58,247,380	\$198,201	\$2,893,459	\$26,116,925	\$29,208,585	\$29,038,796

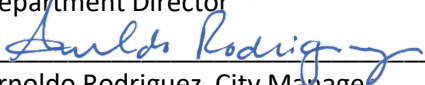


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: C-2

SUBJECT: Public Hearing Relating to Rezoning of Two Parcels.

Conduct Public Hearing and Consider Introduction of an Ordinance Rezoning Two Parcels Encompassing Approximately 0.29 Acres Located Approximated 200 Feet West of the Intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District and Approval of Negative Declaration

RECOMMENDATION:

The Planning Commission (Commission) and staff recommend that the City Council (Council), conduct a public hearing, and after considering public testimony and deliberations, approve the Negative Declaration, and introduce an ordinance rezoning the subject property.

SUMMARY:

On October 8, 2019, the Commission adopted a resolution (Attachment 4) recommending to the Council the adoption of an ordinance rezoning the subject property from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District. The subject property includes a total of 2 parcels encompassing 0.29 acre. In conjunction with the rezoning request, the Commission approved a precise plan allowing for the development of an 8-unit apartment complex (Attachment 2) and an environmental document (Attachment 3). The precise plan is considered contingent upon the adoption of the ordinance.

DISCUSSION:

The project site is proposed to be rezoned from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District. The rezone from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District would allow for a maximum of 8 dwelling units where a maximum of 7 dwelling units are currently allowed. The rezone ultimately facilitates the development of one additional dwelling unit on the project site.

Development within the HD (High Density) General Plan, requires a density range of between 15 and 50 units per acre. The PD-1500 (Planned Development) Zone District provides for a maximum density of one unit for every 1,500 square feet of site area. One of the project parcels is identified within the Vacant Sites Inventory of the Housing Element with the allowance for a maximum density of 4 units. The proposal of 8 units provides consistency with the policies of the General Plan's Land Use Element specific to residential density in the HD (High Density) General Plan land use designation, the recommendations of

the Housing Element Vacant Sites Inventory and the requirements of the PD-1500 (Planned Development) Zone District.

At its October 8th meeting, the Planning Commission also approved an application for precise plan. Precise plans are utilized within the PD (Planned Development) Zone District to establish specific development and improvement standards for a proposed project. The approved precise plan allows for the construction of a three-story, eight-unit apartment building on the west side of the project site. All units are 2-bedroom and 1-bathroom floorplans. The east side of the project site includes an open space area and visitor parking for the site. Cumulatively, the precise plan complies with General Plan Policy CD-1 which states, “the City of Madera will require that all new development is well-planned and of the highest possible quality. The City will seek to build an image of Madera as a contemporary small City with vibrant, livable, neighborhoods and walkable pedestrian- and bicycle-oriented development.” The precise plan is considered contingent on approval of the zoning ordinance.

Public infrastructure and utilities required by the Madera Municipal Code (MMC) and the General Plan will be constructed in support of the project. Required infrastructure includes water, sewer, and storm drainage infrastructure consistent with the City’s master plans. Street improvements include the construction of ADA accessible concrete sidewalks and driveway approaches upon and along the project frontages. The apartment complex is required to annex into the Citywide Community Facility District 2005-01 to collect assessments for increased demand in fire, police, stormwater drainage and parks. The properties are also required to annex into a lighting and landscape maintenance district.

No citizen communications, either positive or negative, concerning this project were received by staff as of the release of this report.

FINANCIAL IMPACT:

The applicant paid \$9,230.00 in Planning Department entitlement fees to offset the costs associated with processing this rezoning request, the precise plan, and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of the approved precise plan, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the subdivision require annexation into a City’s landscape maintenance district and the City’s Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

The first of the four core vision statements is “A Well-Planned City.” The Commission, considering how the project and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help provide consistency with Strategy 131, which states, “Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities.”

ALTERNATIVES:

The City Council could consider alternatives other than staff’s recommendation of introduction of the rezone ordinance. Those may include:

1. Denial of the request for rezoning. Should the requests be denied, the project site would remain within the R3 (High Density) Zone District. The precise plan would be considered null and void.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Aerial Map
2. Precise Plan Site Plan
3. Negative Declaration
4. Planning Commission Resolution No. 1846
Exhibit A - Zoning Map
5. Ordinance
Exhibit A - Zoning Map

Attachment 1: Aerial Photo



CITY OF MADERA

INITIAL STUDY / ENVIRONMENTAL CHECKLIST

I. BACKGROUND AND PROJECT DESCRIPTION

1. **Application No.:**
Rezone 2019-04 and Precise Plan 2019-04
2. **Project Title:**
Bellava Apartments
3. **Lead Agency Name and Address:**
City of Madera, 205 W. 4th St., Madera, CA 93637
4. **Contact Person and Phone Number:**
Jesus Orozco – (559) 661-5436
5. **Project Location:**
North of Rush Street and South of Wilson Avenue.
6. **Project Applicant's/Sponsor's Name and Address:**
Applicant: Bellava Construction LLC – 27019 Edgewater Lane, Valencia, CA 91355
Representative: Sergio Nunez – 27019 Edgewater Lane, Valencia, CA 91355
7. **General Plan Designation:**
HD (High Density)
8. **Zoning:**
Current: R3 (High Density) Proposed: PD-1500 (Planned Development)
9. **Project Background:**
The proposal is an application for rezone and precise plan application for the development of an eight-unit multifamily building on two properties. The rezone would allow for the change in zoning of the properties from the R3 (High Density) Zone District to the PD-1500 (Planned Development) Zone District. The precise plan would allow for the construction of a three-story, multifamily building comprised of 2-bedroom, 1 bath units, an open space community area with playground equipment and two picnic benches. Project architecture and open space areas comply with the goals and policies of the General Plan. Off-street parking complies with the parking regulations of the City for multi-family uses. Setbacks are commensurate of the project site and site design. The project also proposes site improvements and other site appurtenances necessary to provide for the sustainability of the site.

10. **Public Agencies Whose Approval or Review Is Required:**
Madera Irrigation District, Madera Unified School District and San Joaquin Valley Air Pollution Control District.
11. **Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.31?**
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 vacant residentially-zoned land located north of Rush Street and south of Wilson Avenue. The project site encompasses approximately 0.29 acres. Access to the property will occur from both Rush Street and Wilson Avenue. The project site is generally surrounded by a mix of single- and multi-family residential dwellings. The drive-in theater is located southwest 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 result in some sources of light and the anticipated residential development will add additional sources of light. The project would conform with and incorporate General Plan policies and requirements. No additional analysis is required. <u>Less than Significant Impacts</u> d) There will be an increase in light and glare and other aesthetic impacts associated with the development as a result of the project, although it will be a less than significant impact upon implementation of City standards. The overall impact of additional light and glare will be minimal.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
No Impacts a. The project 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.				
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))?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Result in the loss of forest land or conversion of forest land to non-forest use?				✓
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?				✓

Discussion

The project site is located on land identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map.

No Impacts

- a) The project would not convert prime farmland, unique farmland, or farmland of statewide importance (as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency) to non-agricultural use. The project site is identified as “Urban and Built-Up Land” on the 2016 California Farmland Mapping and Monitoring Program map, which includes land that is occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. The project site has been identified for residential use within the City of Madera General Plan, and the land is not currently being utilized for agricultural purposes.
- b) The project would not conflict with existing zoning for agricultural use and there are no Williamson Act contracts affecting the subject property.
- c) The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production because the project property is not defined as forest land (as defined by Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526) or timberland zoned Timberland Production (as defined by Government Code Section 51104(g)).
- d) The project would not result in the loss of forest land or conversion of forest land to a non-forest use because the parcel is not defined as forest land (as defined by Public Resources Code Section 12220(g)).
- e) The project, which will develop an eight-unit apartment complex, will not involve other changes in the existing environment, due to the project property’s location or nature,

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
that would result in the conversion of Farmland to a non-agricultural use or conversion of forest land to non-forest use.				
3. AIR QUALITY. Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?			✓	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?			✓	
c) Expose sensitive receptors to substantial pollutant concentrations?			✓	
d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?			✓	
Discussion 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.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
Similarly, the project will be evaluated to determine required compliance with District Rule 9510, which is intended to mitigate a project's impact on air quality through project design elements or by payment of applicable off-site mitigation fees. Any applicant subject to District Rule 9510 is required to submit and Air Impact Assessment (AIA) application to the District no later than applying for final discretionary approval, and to pay any applicable off-site mitigation fees before issuance of the first building permit. Demonstration of compliance with District Rule 9510, including payment of all applicable fees before issuance of the first building permit would be made a condition of project approval. Short-term construction impacts on air quality, principally from dust generation, will be mitigated through watering. The project would not create substantial air emissions or deterioration of ambient air quality, and the development will be subject to SJVAPCD review. Construction equipment will produce a small amount of air emissions from internal combustion engines and dust. The project will not violate any air quality standard or substantially contribute to an existing or projected air quality violation. The project will not result in a considerable net increase in non-attainment pollutants in this area. The project will not expose sensitive receptors to any significant amount of pollutants. The project will not create any objectionable odors. The proposed General Plan amendment and rezoning for the project site, and the development of the project site will not create impacts beyond those analyzed and addressed through the General Plan Update and the accompanying environmental impact report. All phases of site development will conform with and incorporate General Plan policies and requirements. All phases of development will similarly conform with and implement regional air quality requirements. No additional analysis is required. Any unique features or project impacts which are identified as specific projects are proposed within the project site will be evaluated and addressed on a project-by-project basis. <u>Less than Significant Impacts</u> a) According to the San Joaquin Valley Air Pollution Control District (SJVAPCD), the project is subject to some District Rules. The project will not conflict with or obstruct implementation of the applicable air quality plan. b) According to the SJVAPCD, the project would have a less than significant impact on air quality when compared to the significance thresholds of the following annual criteria pollutant emissions: 100 tons per year of carbon monoxide (CO), 10 tons per year of oxides in nitrogen (NOx), 10 tons per year of reactive organic gases (ROG), 27 tons per year of oxides of sulfur (SOx), 15 tons per year of particulate matter of 10 microns or less in size (PM10), or 15 tons per year of particulate matter of 2.5 microns or less in size (PM2.5).				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) The project would not expose sensitive receptors to substantial pollutant concentrations. d) The development of the project would not result in other emissions, such as those leading to odors adversely affecting a substantial number of people.				
4. BIOLOGICAL RESOURCES. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?				✓
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				✓
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?				✓

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

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓
<u>Discussion</u> 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. <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.				

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

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓
<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				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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 earthquakes, and particularly long duration of ground shaking are the requisite conditions for liquefaction. iv. The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving landslides. b) The project would not result in substantial soil erosion or the loss of topsoil. Construction of urban uses would create changes in absorption rates, drainage patterns, and the rate and amount of surface runoff on the selected project site. Standard construction practices that comply with the City of Madera ordinances and regulations, the California Building Code, and professional engineering designs approved by the Madera Engineering Department will mitigate any potential impacts from future urban development, if any. c) The project would not be located on a geologic unit or soil that is unstable as a result of the project, and not potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.				

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 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 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				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
standards and meet or exceed all current and future state-mandated targets for reducing GHG emissions. The City also requires applicants for all public and private development integrate appropriate methods that reduce GHG emissions consistent with the Energy and Green Building sections of the Conservation Element, General Plan Policy CON-40 through 46.				
<u>Less than Significant Impacts</u>				
a) The project would not, by itself, generate significant GHG emissions or contribute to global warming because the new development that is proposed will be required to adhere to local, regional and state regulations. b) The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.				
9. HAZARDS AND HAZARDOUS MATERIALS. Would the project:				
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?				✓
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?				✓
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school?				✓
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				✓
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓

Discussion

The project will not create hazards or expose people or property to hazardous conditions. The anticipated development will be consistent with the General Plan and will be delineated with the accompanying precise plan.

No impacts

- a) The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials.
- b) The project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.
- c) The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within ¼ miles of an existing or proposed school.
- d) The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, it would not create a significant hazard to the public or the environment.
- e) The project site is not located within an airport land use plan and would result in a safety hazard for people residing or working in the project area.
- f) The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan.
- g) The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildfires.

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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				✓
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?				✓

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 would not violate any water quality standards or waste discharge requirements. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. Services will be provided in accordance with the City's Master Plans. The project would not change any drainage patterns or stream courses, or the source or direction of any water movement. During construction, the project site may be exposed to increased soil erosion from wind and water. Dust control would be used during construction. With completion of the project, the project would not bring about erosion, significant changes in topography or unstable soil conditions. The project would not expose people or property to water-related hazards. Standard construction practices and compliance with City ordinances and regulations, The Uniform Building Code, and adherence to professional engineering design approved by the Madera Engineering Department would mitigate any potential impacts from this project. This development would be required to comply with all City ordinances and standard practices which will assure that storm water would be adequately drained into the approved storm water system. The project would not create any impacts on water quality. Based on a review of the City's FEMA maps, the site is located in Zone X and the project would not place housing or other land uses in a 100-year flood hazard area. These areas outside of the 500-year flood area. The project would not expose people or structures to a significant risk because of dam or levee failure. The project would not expose people or structures to a significant risk because of a seiche, mudflow, or tsunami. <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. The development of the project site will be required to comply with all City of Madera ordinances and standard practices which assure proper grading and storm water drainage into the approved storm water systems. Any development will also be required to comply with all local, state, and federal regulations to prevent any violation of water quality standards or waste discharge requirements. b) The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
c) i. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not result in substantial erosion or siltation on- or off-site. ii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site. iii. The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would not create or contribute runoff water which would exceed the capacity of existing or planned storm water drainage systems or provide substantial additional sources of polluted runoff. 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?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>Discussion</u> Development of the project site is consistent with the urbanization of the project site, as evaluated in the General Plan and its EIR; therefore, impacts in this category are avoided. <u>No Impacts</u> a) The project would not physically divide an established neighborhood. The project logically allows development to occur in an orderly manner, adjacent to future urban development. b) The project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect.				
12. MINERAL RESOURCES. Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				✓
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?				✓
<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?				✓

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

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 proposed project would not induce additional substantial growth in this area. The project site would not displace any housing. Likewise, the project would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere. <u>Less than Significant Impacts</u> a) The project does induce unplanned population growth in the area directly with the construction of eight new dwelling units, but the growth will not be substantial. <u>No Impacts</u> b) The project will not displace substantial numbers of existing people or housing which will not necessitate the construction of replacement housing elsewhere.				
15. PUBLIC SERVICES. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities or need for new or physical altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
a) Fire protection?				✓
b) Police protection?				✓
c) Schools?				✓
d) Parks?				✓
e) Other public facilities?				✓
<u>Discussion</u> The development of the project site would not result in substantial adverse physical impacts from new or altered public facilities. As development occurs, there would be a resultant increase in job opportunities, and a greater demand placed upon services, such as fire and police protection, and additional park and school facilities. This additional demand is consistent with the demand anticipated in the General Plan and evaluated in the General Plan EIR. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies beyond the levels anticipated in the General Plan and the Water Master Plan. There will not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project area. The project area would be required to provide additional facilities within the development, and comply with the City's Master Plan, ordinances and				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities. <u>No Impacts</u> a) The project would not result in substantial adverse physical impacts to fire protection services. b) The project would not result in substantial adverse physical impacts to fire protection services. c) The project would not result in substantial adverse physical impacts to school services. The Madera Unified School District levies a school facilities fee to assist defraying the impact of residential development. d) The project would not result in substantial adverse physical impacts to park facilities. e) The project would not result in substantial adverse physical impacts on other public facilities.				
16. RECREATION. Would the project:				
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				✓
b) Include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				✓
<u>Discussion</u> Residential development is consistent with the City of Madera General Plan and Zoning Ordinance. Impacts in this category are not anticipated to exceed the impacts addressed in those documents. <u>No Impacts</u> a) The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
b) The project will include the construction of a large open space community area with a playground and two benches that would provide for recreational activities, but they will not have an adverse physical effect on the environment.				
17. TRANSPORTATION. Would the project:				
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?				✓
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)?				✓
c) Substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment)?				✓
d) Result in inadequate emergency access?				✓
<u>Discussion</u> The project site was included in the General Plan and its accompanying EIR and the potential traffic generated from the eventual development of this land is considered. The goals and policies of the General Plan serve to mitigate traffic impacts that occur as a result of new development. <u>No Impacts</u> a) The project would not conflict with any program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities. All pedestrian walkways will be constructed consistent with the City of Madera Engineering Department standards and Americans with Disabilities Act (ADA) standards. b) The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). The project is not located within one-half mile of an existing major transit stop or along an existing high-quality transit corridor. c) The project would not substantially increase hazards due to a geometric design feature (for example, sharp curves or dangerous intersections) or incompatible uses (for example, farm equipment). d) The project would not result in inadequate emergency access.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
18. Tribal Cultural Resources. Would the project:				
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is: a) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k), or				✓
b) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe				✓
<u>No Impacts</u> 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.				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
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?				✓
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 City's community sewage disposal system would continue to comply with Discharge Permit requirements. The project would not bring about the need for new wastewater treatment facilities. The project would not significantly increase the demand on water supplies, adequate domestic water and fire flows should be available to the property. There would not be a significant reduction in the amount of groundwater otherwise available for public water supplies as a result of this project. The project would not increase the need for additional storm water drainage facilities beyond the existing and master planned drainage basin facilities that are planned to serve the project. The project site would be required to comply with the City's Master Plan, ordinances and standard practices. The project would not bring about a significant increase in the demand for solid waste disposal services and facilities. <u>Less than Significant Impacts</u>				

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
a) The project would require the construction of new water and storm water drainage facilities, but the construction would not cause significant environmental effects. <u>No Impacts</u> b) The project would have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. c) The project would result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. d) The project would not generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. e) The project would comply with federal, state, and local management and reduction statutes and regulations related to solid waste.				
20. WILDFIRE. If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response land 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?				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>Discussion</u> The project site is 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 roads and will not exacerbate fire risk or result in temporary or ongoing impacts to the environment as the project is also not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. d) The project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes.				
21. MANDATORY FINDINGS OF SIGNIFICANCE. Would the project:				
e) Have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?				✓
f) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection				✓

ENVIRONMENTAL IMPACTS Issues (and Supporting Information Sources):	Potentially Significant Issues	Potentially Significant Unless Mitigation Incorporated	Less Than Significant Impact	No Impact
with the effects of the past projects, the effects of other current projects, and the effects of probable future projects.)				
g) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?				✓

Discussion

Based upon staff analysis and comments from experts, it has been determined that the proposed project could generate some limited adverse impacts in the areas of Aesthetics, Air Quality, Energy, Greenhouse Gas Emissions, Population and Housing, and Utilities and Service Systems.

The potential impacts identified in this Initial Study are considered to be less than significant since they will cease upon completion of construction or do not exceed a threshold of significance. Therefore, a Negative Declaration is the appropriate level of documentation for this project.

No Impacts

- a) The project would not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory.
- b) The project would not have cumulatively considerable impacts that are beyond less than significant.
- c) The project would not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly.

IV. DETERMINATION

On the basis of this initial evaluation:

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



Signature: _____

Date: September 5, 2019

Print: Christopher Boyle

RESOLUTION NO. 1846

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING APPROXIMATELY 0.29 ACRES OF PROPERTIES (APN: 003-093-006, 003-093-008), LOCATED NORTH OF RUSH STREET AND SOUTH OF WILSON AVENUE FROM THE R3 (RESIDENTIAL) ZONE DISTRICT TO THE PD-1500 (PLANNED DEVELOPMENT) 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, a proposal has been made to rezone approximately 0.29 acres of properties (APN: 003-093-006, 003-093-008), located on the north of Rush Street and south of Wilson Avenue, from the R3 (Residential) Zone District to the PD-1500 (Planned Development) Zone District, as shown in the attached Exhibit A; and

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

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

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

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

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

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

WHEREAS, based upon the testimony and information presented at the hearing, including the initial study and negative declaration and all evidence in the whole record pertaining to this matter, the Commission found that the negative declaration has been prepared pursuant to the California Environmental Quality Act, that there is no substantial evidence that the project will have a significant effect on the environment, and that the document reflects the independent judgement of the City of Madera, and 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 finds that proposed rezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.
3. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as indicated on the attached Exhibit A.
4. This resolution is effective immediately.

* * * * *

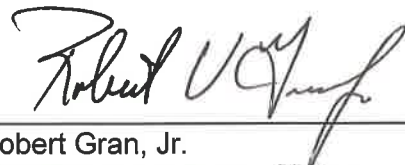
Passed and adopted by the Planning Commission of the City of Madera this 8th day of October 2019, by the following vote:

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

NOES: None

ABSTENTIONS: None

ABSENT: Ryan Cerioni

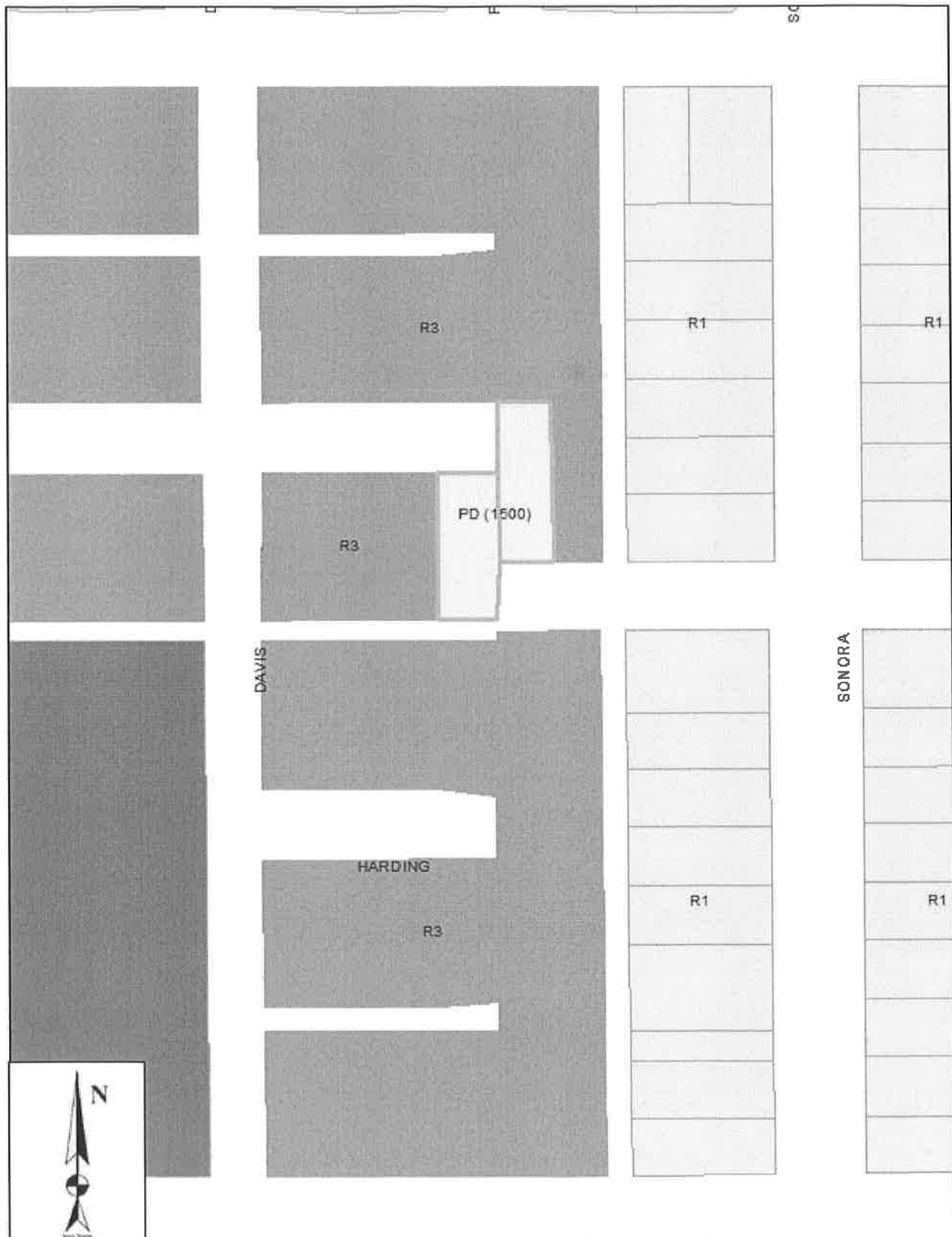


Robert Gran, Jr.
Planning Commission Chairperson

Attest:


Christopher F. Boyle
Acting Planning Manager

EXHIBIT 'A'



Attachment 5: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.29 ACRES OF PROPERTY LOCATED APPROXIMATED 200 FEET WEST OF THE INTERSECTION OF SONORA AND RUSH STREETS (120 WILSON AVE. AND 117 W. RUSH ST.) FROM THE R3 (HIGH DENSITY) TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT (APN: 003-093-006 AND 008).

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

SECTION 1. The Planning Commission of the City of Madera and this City Council (Council) have held duly noticed public hearings for the rezoning of approximately .29 acres located approximated 200 feet west of the intersection of Sonora and Rush Streets (120 Wilson Ave. and 117 W. Rush St.) from the R3 (High Density) to the PD-1500 (Planned Development) Zone District.

SECTION 2. Based on the testimony and information presented at its public hearing, the Council has determined that the proposed rezoning is consistent with the General Plan, as amended, and subsequent development will be in conformance with all standards and regulations of the Municipal Code. The Council has further determined that the adoption of the proposed rezoning is in the best interest of the City of Madera. Such determination is based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 3. The Council hereby approves the rezoning of the above-described property by rezoning it from the R3 (High Density) to the PD-1500 (Planned Development) Zone District in the manner required by Chapter 3 of Title X of the Madera Municipal Code. The Council hereby amends the City of Madera Zoning Map. The amendment is illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

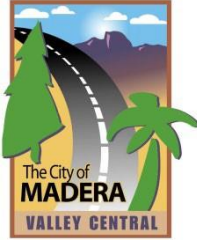
SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

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

* * * * *

EXHIBIT A





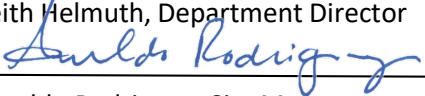
REPORT TO CITY COUNCIL

Groundwater Sustainability Agency

Approved by:



Keith Helmuth, Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: D-1

SUBJECT:

Update on the Status of the Groundwater Sustainability Plan (GSP): Receive Update and Public Comments and Provide Council Input

RECOMMENDATION:

Staff recommends that the City Council (Council), acting as the Groundwater Sustainability Agency (GSA):

- Receive GSP status update.
- Receive public comment and provide input and suggested modifications to the draft GSP.

SUMMARY:

The City of Madera (City) is one of seven agencies that have established a Groundwater Sustainability Agency (GSA) within the boundaries of Madera Groundwater Subbasin pursuant to the 2014 Sustainable Groundwater Management Act (SGMA). Four of those GSAs, including the City, County of Madera (County), Madera Irrigation District (MID), and Madera Water District (MWD), prepared the *Madera Subbasin Joint Groundwater Sustainability Plan* (Joint GSP).

The Joint GSP, now in draft form, has been prepared in compliance with the Sustainable Groundwater Management Act (SGMA), which requires GSAs to achieve groundwater sustainability in the subbasin by 2040. Combined, the Joint GSP GSAs are responsible for approximately 95 percent of the Madera Subbasin. Preparation of the Joint GSP was funded primarily through a State grant with additional staff and resources provided from each GSA.

DISCUSSION:

As noted in the last two updates to Council on September 4, 2019 and October 2, 2019, the Joint GSP continues to be available for comment. It is available for review by the public and the Council through

November 11, 2019. It can be viewed either as a hard copy at the City Clerk's office or downloaded from:

www.maderacountywater.com/maps/madera-subbasin/.

Since the last update, the Technical Advisory Committee (TAC) met on October 18, 2019 to discuss the then upcoming GSP Coordination Committee meeting and other on-going items such as the Data Management System (DMS) mentioned during the last monthly update. Interviews are scheduled for October 30, 2019 for the purpose of identifying the most qualified DMS vendor.

Prior to the GSP Coordination Committee that occurred on October 22, the TAC had received ten written responses to the draft GSP.

On October 22, the Joint GSP Coordination Committee meeting for the Madera Subbasin Joint GSP was held at the Madera County Board of Supervisors chambers. During this meeting, a summary of the draft Madera Subbasin GSP was presented to attendees; in person and on-line. The public was provided an opportunity to provide verbal and written comments to the draft GSP. Unofficial counts indicate that there were nine speakers. A count of written comments was not available prior to finalizing this staff report.

FINANCIAL IMPACT:

No actions will be taken as a result of this report and there are no impacts to the General Fund at this time.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

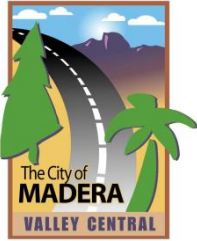
The recommended action supports the Well-Planned Community Vision Statement. "Sound planning helps Madera celebrate its past, balance its present with available resources and infrastructure and anticipate its future with coordinated planning and interagency cooperation guided by a shared vision." Where Strategy 434 is directly related: "Ensure continued water supplies to meet the demands of all Madeirans through innovative reclamation, conservation and education on water-use."

ALTERNATIVES:

This report does not include items that would be associated with possible alternatives.

ATTACHMENTS:

None.



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: November 6, 2019

Agenda Number: D-2

SUBJECT:

Second Reading and Consideration of Adoption 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:

It is recommended that the City Council (Council) adopt the Ordinance rezoning the subject property.

SUMMARY:

The Council introduced the rezone Ordinance at its October 16th meeting. The second reading and adoption of the Ordinance would complete the rezoning process.

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 had 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.

At its October 16th meeting, the Council adopted 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. The P&SP land use designation provides consistency between the proposed PF (Public Facilities) Zone District and the expected development of governmental offices.

Council also introduced the Ordinance that reclassifies the project site from the R3 (High Density) to the PF (Public Facilities) 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. Positive action by the Council tonight will complete the rezone process.

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 City Council could consider alternatives other than staff’s recommendation of adoption of the rezone ordinance. Those include:

1. Denial of the request for rezoning. Should the requests be denied, the project site would remain within the R3 (High Density) Zone District. This would create inconsistency between the General Plan and zoning on the project site.
2. Continuing the item with direction to staff to provide additional information.
3. Provide staff with other alternative directives.

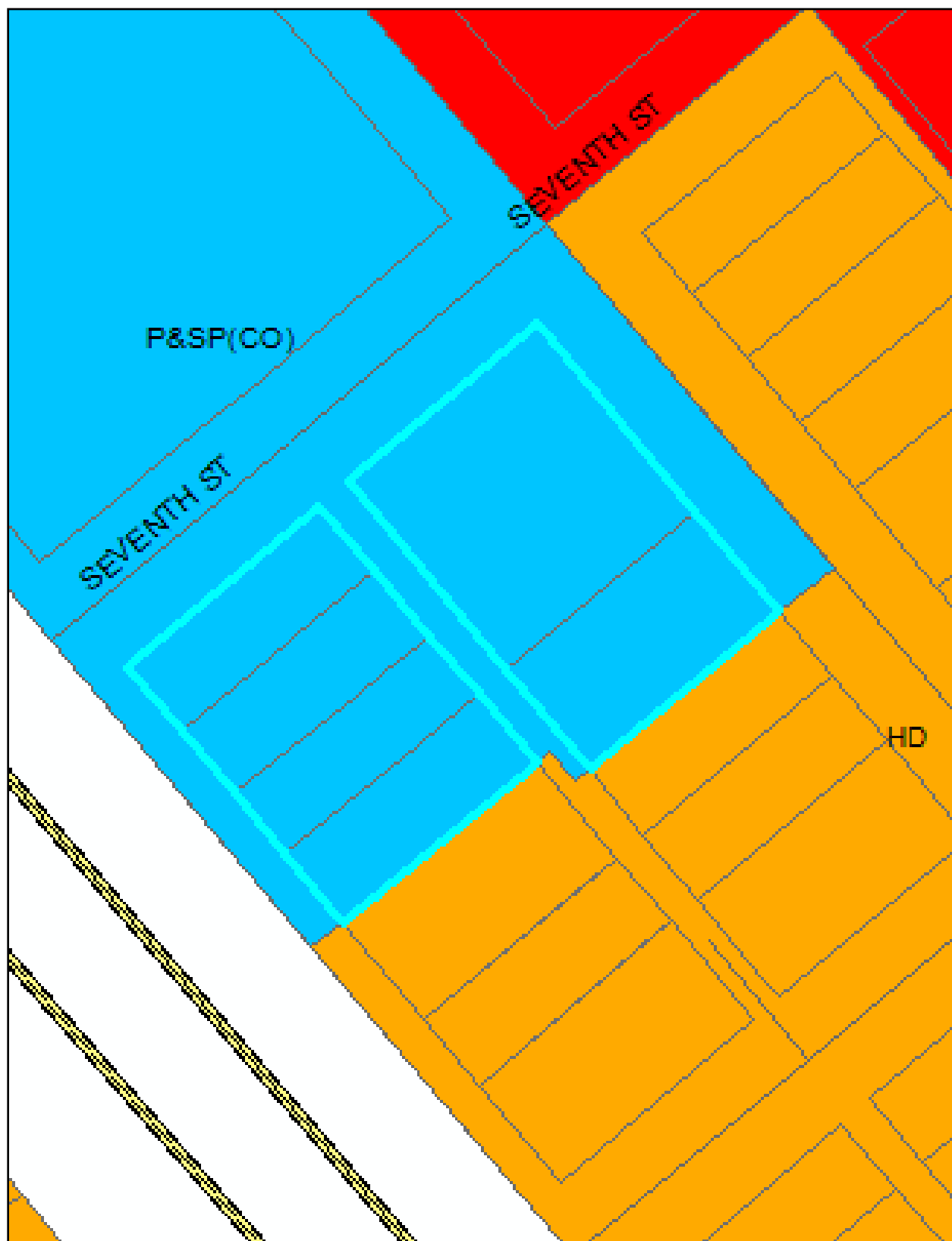
ATTACHMENTS:

1. Aerial Imagery
2. General Plan Map
3. Zoning Map
4. Rezone Ordinance
Exhibit A - Zoning Map

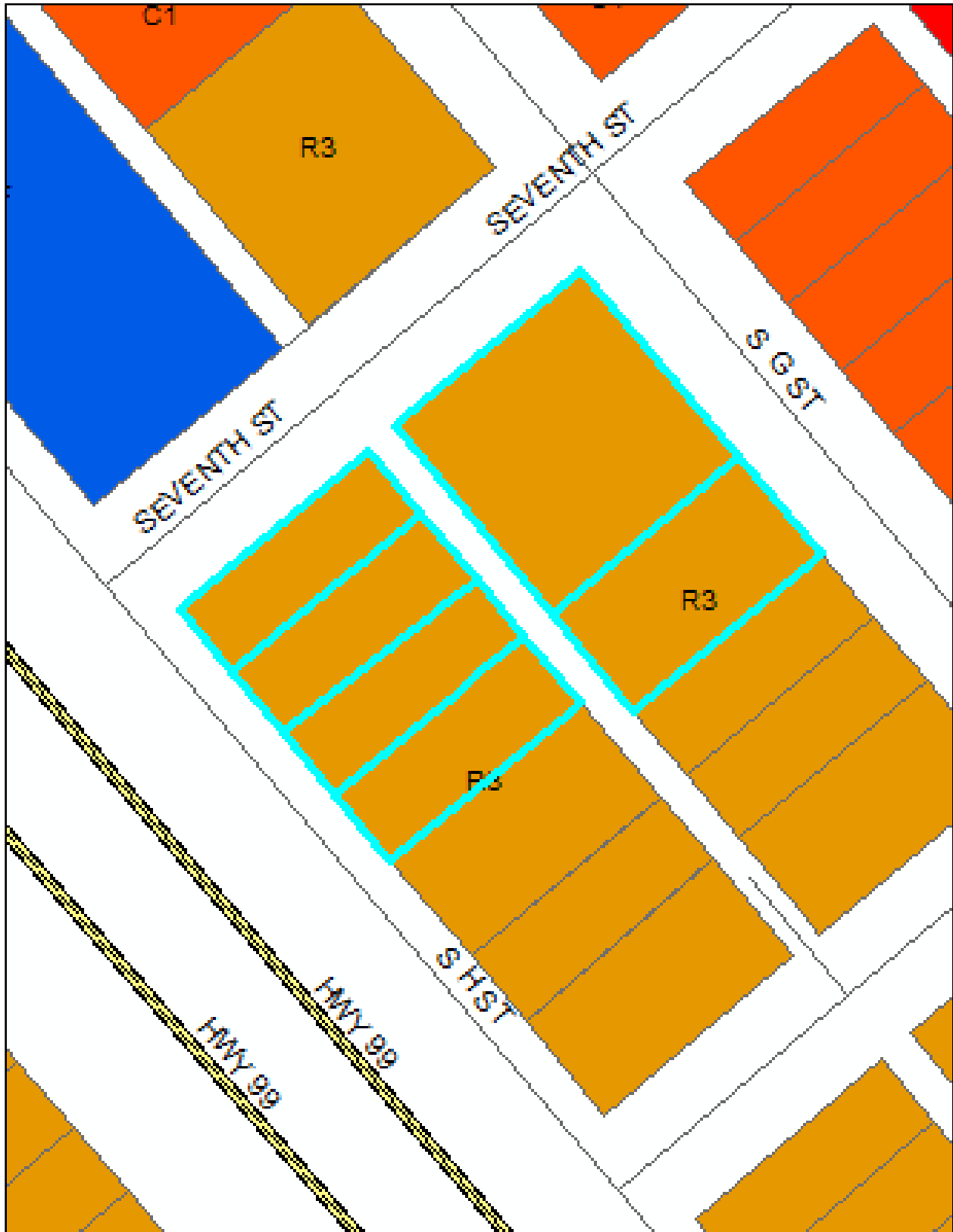
Attachment 1: Aerial Imagery



Attachment 2: General Plan Map



Attachment 3: Zoning Map



Attachment 4: 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.

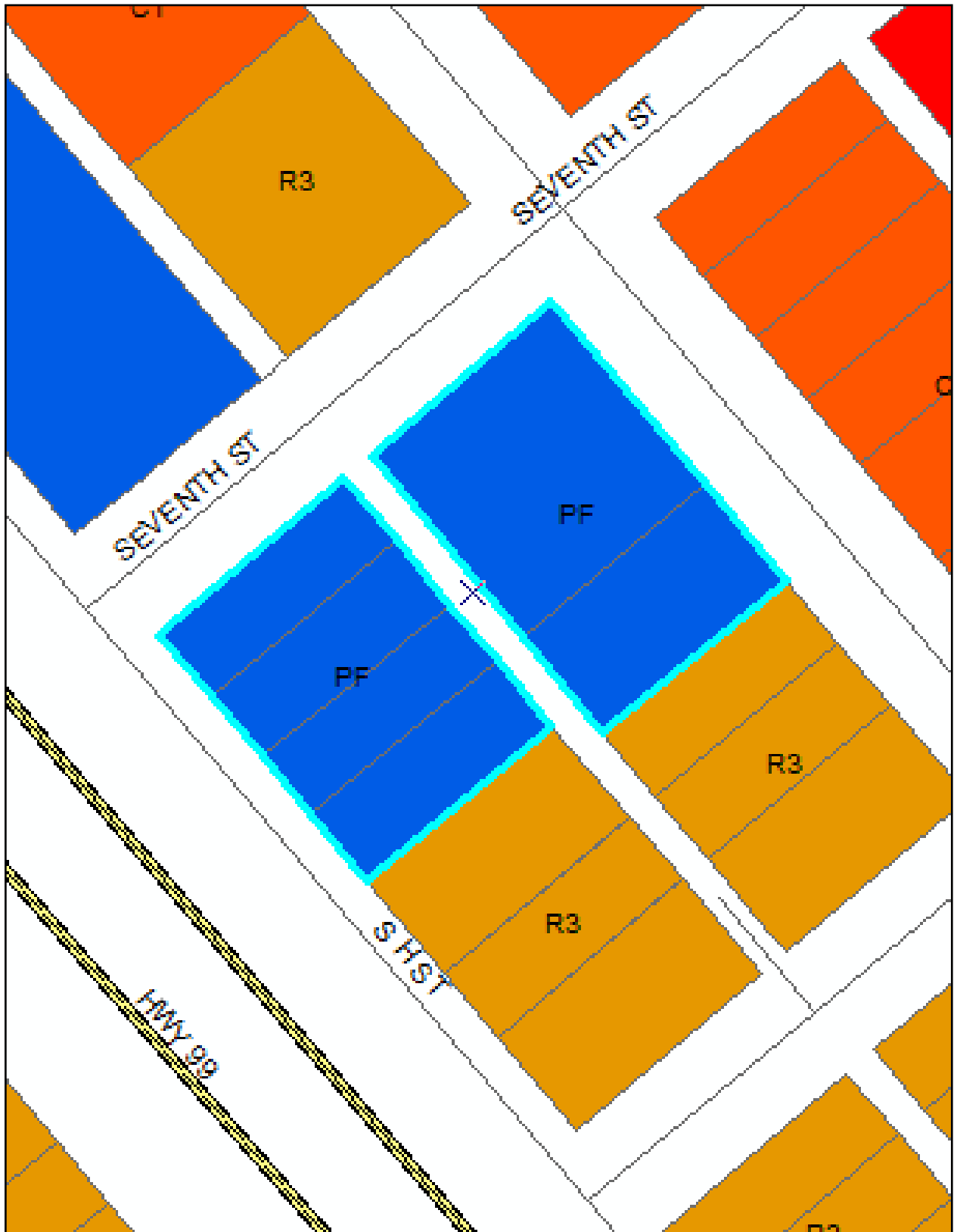
SECTION 3. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

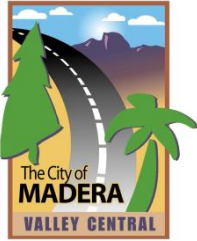
SECTION 4. Upon the effective date, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

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: November 6, 2019

Agenda Number: D-3

SUBJECT: Consideration of a Request by the Madera Opportunities for Resident Enrichment and Services (MORES) to Allow Prepayment of the Special Tax Associated with Community Facilities District 2005-01 for the Downtown Madera Veterans and Family Housing Project (DMVFHP).

RECOMMENDATION:

Staff recommends that the City Council authorize, by minute order, the prepayment of the special tax for the DMVFHP in the amount of \$6,910.32 per unit, for a total prepayment amount of \$331,695.36. The prepayment will cover assessments for a 30-year term, through approximately June 30, 2050.

SUMMARY:

The DMVFHP, which included the completion of a General Plan amendment, rezoning, two precise plans and environmental documentation, was approved in October of 2018. The project cumulatively allows for the development of two residential projects encompassing a total of 48 affordable housing units to be constructed on two sites located at the intersection of North C Street and East 5th Street. The project is required to annex into Community Facilities District 2005-01 and to pay the special tax associated with the District. As an alternative to the annual assessment of the special tax which typically occurs, the developer has proposed to prepay the special tax for a period of 30 years. The prepayment amount would be \$6910.32 per unit, for a total prepayment amount of \$331,695.36, collected prior to the issuance of building permits along with development impact fees. After reviewing the request, staff believes the proposed prepayment is a reasonable accommodation for the affordable housing project.

DISCUSSION:

New residential projects in Madera are required to annex into Community Facilities District (CFD) 2005-01. This CFD is the mechanism used by the City to collect special tax assessments to bridge the gap between the cost of providing municipal services to residential development and the typical revenues generated by such development. Many single-family subdivisions are already included within the District. No multi-family projects have progressed to the point of annexing. The current annual CFD assessment for multi-family projects is \$428.12 per unit; the assessment for single family dwellings is around \$449.14.

The developer of the DMVFHP, MORES, has indicated that because of the affordable nature of the project, very little cash flow is generated from operations. This makes the typical special tax responsibility difficult to absorb while maintaining financial stability for the project during its operation. The prepayment has been proposed to help insure the fiscal vitality of the project for 30 years. The Developer has indicated that funds are available during construction which make the prepayment feasible. After the 30-year term ends, the project will become subject to the annual special tax assessed within the CFD.

The proposed prepayment was derived from utilizing a present value calculation to assess what the total amount of the future payments is worth today. The City Finance Director recommended that the discount rate used to calculate present value be limited to 5%. MORES agreed to this recommendation and that rate has been incorporated into the calculations. Because the overall project will be developed as two separate projects, with 20 and 28 units respectively, a per unit amount of \$6,910.32 has been calculated for the prepayment.

If the Council approves the proposed prepayment proposal, the applicant will move forward with an application for annexation into CFD 2005-01.

FINANCIAL IMPACT:

The proposed prepayment should provide a financial mechanism to cover the cost of providing services to the affordable housing project in a fashion very similar to what the annual CFD assessments would accomplish.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended action supports Action 101.8: Promote and encourage development and redevelopment of low-and moderate-cost housing.

ALTERNATIVES:

Multiple alternatives could be entertained by the Council dependent upon one or more adjustments to the variables associated with present value calculations. Other alternatives outside of the current prepayment proposal might be considered as well. Staff would recommend positive action on the current proposal as it fairly assesses a prepayment that, with proper investment by the City, will generate revenues very similar to what the annual CFD assessments would accomplish.

ATTACHMENT(S):

1. Request Letter



October 7, 2019

Christopher Boyle, Planning Manager
City of Madera
205 West 4th Street
Madera, CA 93637

RE: Request by MORES to Allow Prepayment of the Special Tax Associated with the Community Facilities District for the Downtown Madera Veterans and Family Housing Project

Dear Mr. Boyle:

The Downtown Madera Veterans and Family Housing project is a public-private partnership between the City of Madera, MORES and Pacific West Communities. The 48-unit affordable housing project recently secured substantial funding from the State of California under the Affordable Housing and Sustainable Communities program, and is close to being construction ready. The project is located at 5th and C Streets (APNs 007-082-004, -005, -014, -015).

Pursuant to your request, we are providing this transmittal hereby requesting that the City of Madera allow for the prepayment of the associated Community Facilities District fee for an initial 30-year term. The prepayment of the fee allows for the project to not be encumbered with the annual assessment during its operations, as very little cash flow is typically generated from a project of this nature. The prepayment is being proposed to help insure the fiscal vitality and stability of the project, as there are funds budgeted during construction which make the prepayment feasible.

The proposed prepayment was derived utilizing a present value calculation to assess what the total amount of the future payments is worth today. We are recommending the utilization of a five percent discount rate as recommended by the City Finance Director for similar Madera projects that have utilized this prepayment option. The calculation is based on an annual CFD assessment of \$428.12 per unit, a figure provided by the City of Madera. Using these amounts, the total proposed prepayment for the project is \$331,695.36, or \$6,910.32 per unit. This amount will be paid out of project funding proceeds when other City of Madera development impact fees are paid for the project.

We believe the proposed prepayment is a reasonable accommodation for this affordable housing project. The proposed prepayment provides a financial mechanism to cover the cost of providing services to the affordable housing project in a fashion very similar to what the annual CFD assessment would accomplish. Thank you allowing us to provide this fee proposal. Please let me know if you have any questions.

Sincerely,

Michael Sigala, Principal
Sigala Inc.
Owner's Representative for MORES

cc: Herman Perez, MORES
Tim Sciacqua, Pacific West Communities