

Regular Meeting of the Madera City Council

Special Meeting of the Madera City Council as the Groundwater Sustainability Agency; and

Special Meeting of the Madera City Council as the Successor Agency to the Former Madera Redevelopment Agency 205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, February 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: April Molina, Love Madera

PLEDGE OF ALLEGIANCE:

PUBLIC COMMENT:

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

PRESENTATIONS

Olive Avenue Water Main Repair – Public Works Staff Recognition

Brandon Garcia, Water System Worker I
Joey Tyler, Water System Worker I
Jon Vasquez, Maintenance Worker I
Josh Ruiz, Facilities Maintenance Technician
Juan Montemayor, Maintenance Worker II
Linda Aguilera, Purchasing Assistant

Lynn Hollier, Water System Lead Worker
Martin Mendoza, Water System Worker I
Mike Valdivia, Facilities Maintenance Technician
Oscar Garcia, Water System Worker III
Oscar Solis, Water System Worker III

INTRODUCTIONS

None.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

- B-1 Minutes – 2/07/18, 2/21/18
- B-2 Register of Audited Demands 1/05/19-1/25/19 (Report by Tim Przybyla)
- B-3 Water Conservation Report for 12/17/18 – 1/20/19 (Report by John Scarborough)
- B-4 Consideration of a Resolution Approving an Agreement with Provost & Pritchard Consulting Group in the Amount of \$20,800 for Professional Engineering Services for Water Main Replacement from Gateway Drive to Riverside Drive Under Fresno River and Consultation on Nearby Water Mains and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving a \$2,600 Contract with Nichols Consulting for the Preparation and Filing of the State Mandated Cost Claims for the Period from Execution of Contract until June 30, 2019 and Authorizing the Mayor to Sign the Contract on Behalf of the City (Report by Tim Przybyla)
- B-6 Consideration of a Minute Order Accepting the E. Yosemite Avenue (SR 145) & Elm Street Traffic Signal Installation, City Project No. TS 17-02, CDBG Project No. B17MC060053 (Rebid) and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)
- B-7 Informational Report on Personnel Activity (Report by Wendy Silva)

- B-8 Consideration of a Resolution Approving First Amendment to Letter of Understanding Dated May 17, 2018 with the Union Pacific Railroad Company for the Purchase of Four Parcels of Real Property and One Easement for the Olive Avenue Reconstruction Project and Authorizing the Mayor to Execute the Amendment, Acceptance of Release and Quitclaim of Easement, Acceptance of Quitclaim Deeds for Five Parcels of Real Property, Authorizing the City Clerk to Certify and Record the Quitclaim Easement and Quitclaim Deeds and Approving Assignment and Assumption Agreement, Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

- B-9 Consideration of a Resolution Approving the Award of Contract for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. CML 5157 (108), in the Amount of \$183,502.00 to Witbro Inc. dba Seal Rite Paving, Authorizing Construction Contingencies of up to 15%, Construction Inspection and Management Costs of up to 15% and Third Party Testing, Surveying, Biological or Consulting Services of up to 5% as Approved by the City Engineer and Authorizing the Mayor to Execute the Contract on Behalf of the City (Report by Keith Helmuth)

- B-10 Informational Report on Procurement of Emergency Services by Madera Pumps, Inc. in the Amount of \$23,666.71 at City of Madera Well #20 (Report by John Scarborough)

- B-11 Consideration of a Resolution Appointing Felipe Grimaldo Jimenez to the City of Madera Airport Advisory Commission (Report by John Scarborough)

- B-12 Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District (Report by Sonia Alvarez)

- B-13 Consideration of a Resolution Appointing Dennis Smith to the City of Madera Americans with Disabilities Act Advisory Council (Report by Wendy Silva)

- B-14 Consideration of a Resolution Approving Agreement with Mark Thomas and Company, Inc. in the Amount of \$219,349 for Professional Engineering Design Services for Multi Modal Transportation Plan for the State Route (SR) 145 as Downtown Main Street Project (Trans-09) for the City of Madera, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

- B-15 Consideration of Adoption of a Resolution Approving Agreement with Beyaz & Patel, Inc. in the Amount of \$84,487.81 for Professional Engineering Design Services and Authorizing Optional Services up to \$8,448 for the "D" Street Water Tower Evaluation for the City of Madera, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

- B-16 Consideration of a Resolution Appointing Eva Medina to the Community Development Block Grant Review and Advisory Committee (Report by Ivette Iraheta)

- B-17 Consideration of a Resolution Appointing Ryan Cerioni to the City of Madera Planning Commission (Report by Chris Boyle)

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

- C-1 Consideration of a Resolution Consenting to Assignment of Real Estate Option Agreement Between the City of Madera and Madera Opportunities for Resident Enrichment and Services, Inc. for the Property at 200 and 204 N. "C" Street to Pacific West Communities; and

Consideration of a Resolution Consenting to Assignment of the Agreement between the Successor Agency to the Former Madera Redevelopment Agency and Madera Opportunities for Resident Enrichment and Services, Inc. for Purchase and Sale of Real Property and Escrow Instructions for the Property at 121 and 125 N. "C" Street to Pacific West Communities (City and Successor Agency – Report by David Merchen)

- C-2 Consideration of a Resolution Accepting \$45,000 in Funding from the Community Action Partnership of Madera County for a Reroofing Project at Millview Community Center; and

Consideration of a Resolution Amending the FY 2018 – 19 Budget to Recognize and Appropriate Funds to a Specified Account (Report by Mary Anne Seay)

- C-3 Public Hearing and Consideration of:

(1) A Resolution Authorizing the Annexation of Territory to Community Facilities District (CFD) 2005-01, and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.

(2) A Resolution Calling a Special Election and Submitting to the Voters of Annexation No. 5 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 5 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance within the District, and the Establishment of an Appropriations Limit

Conduction of:

(3) A Special Election of the Qualified Electors of Annexation No. 5 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof.

Consideration of:

(4) A Resolution Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 5 to CFD 2005-01. (Report by Chris Boyle)

- C-4 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane from PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District; and

Consideration of Adoption of a Resolution Amending the General Plan Land Use Map for Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane, Changing the General Plan from the MD (Medium Density) to the HD (High Density) General Plan Land Use Designation (APNs: 012-270-001, 012-270-002) (Report by Chris Boyle)

- C-5 Consideration of a Resolution Approving A Change of the Name of the Community Development Block Grant Review and Advisory Committee; and

Request for Direction on the Role for this Committee During the 2019/2020 and Future CDBG Funding Allocation Cycles (Report by Ivette Iraheta)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Discussion on Council Travel Budget (Report by Arnaldo Rodriguez)

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney

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

(A) Agency Designated Representatives: Arnaldo 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

(B) Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley

Unrepresented Positions: City Attorney, City Clerk, City Manager

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

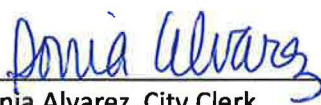
- G-4 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9

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

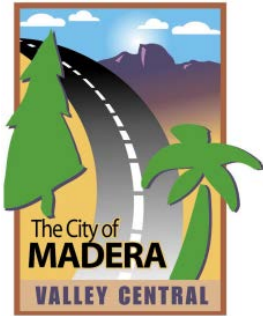
ADJOURNMENT – Next regular meeting February 20, 2019

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the Regular Meeting of the Madera City Council, Special Meeting of the Madera City Council as the Groundwater Sustainability Agency, and Special Meeting of the Madera City Council as the Successor Agency to the Former Madera Redevelopment Agency for February 6, 2019, near the front entrances of City Hall at 6:00 p.m. on January 31, 2019.



Sonia Alvarez, City Clerk



Return to Agenda

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

Item:	B-1
Minutes for:	02/07/18
Adopted:	02/06/19

February 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 Foley 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

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Director of Parks and Community Services Mary Anne Seay, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Commander Gino Chiaramonte, Parks Planning Manager John Scarborough, Transit Program Manager Debra McKenzie, Grants Program Manager Jorge Rojas, Redevelopment Manager Bob Wilson and Division Fire Chief Matt Watson.

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries Madera

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.

Kay Rhoads, business owner in Madera, California, spoke regarding salaries, water rates and requested an outside independent investigation on deficit.

Vickie Sloan, residing in Madera, California, spoke in favor of Mr. Manfredi or outside firm to conduct an audit.

Jennifer and Kurt Peters, residing in Madera, California, requested an item agendaized to discuss the trellis on their property approved by Code Enforcement but denied by Planning; and a notarized copy of the amendment notice for PPL 1987.

Khalid Chaudhry, business owner in Madera, California, spoke regarding Council salaries and benefits, collusion between Council and management, and salaries in general.

Eddie Block, residing in Madera, California, invited everyone to a meeting at the Elks Lodge scheduled on Tuesday with the Chief of Police and other downtown business owners to discuss downtown clean up.

PRESENTATIONS Proclamation Recognizing The Benevolent and Protective Order (BPO) of Elks 150 Years of Elkdom

Mayor Medellin presented the proclamation to Timi Malor of the Elks Lodge. Other Elks Lodge members were also present. Ms. Malor shared some of the projects the Elks have been involved in.

INTRODUCTIONS None.

A. WORKSHOP

A-1 Discussion Regarding Preferred Annexation Strategies and Request for Direction from the City Council (Report by Chris Boyle)

Following presentation of the report, Council suggested that the ad hoc committees of the City and County meet to revisit and define a proactive annexation strategy.

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-13 was pulled at the request of the City Administrator.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-13, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 4/19/17

B-2 Warrant Disbursement Report 1/09/18 – 1/29/18 (Report by Tim Przybyla)

B-3 Bi-Weekly Water Conservation Report for 1/08/18 – 1/21/18 (Report by Dave Merchen)

- B-4 Consideration of a Resolution Appointing Muhammad Latif to the City of Madera ADA Advisory Council (Report by Wendy Silva)

RES. NO. 18-12 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING MUHAMMAD LATIF TO THE CITY OF MADERA ADA ADVISORY COUNCIL

- B-5 Consideration of a Resolution Approving an Agreement with O'Dell Engineering to Provide Design Services for ADA Improvements at Pan Am and Bergon, CIP Project No. PK-62 and Centennial Park Rehabilitation and Lighting, CIP Project No. PK-63 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mary Anne Seay)

RES. NO. 18-13 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH O'DELL ENGINEERING TO PROVIDE DESIGN SERVICES FOR ADA IMPROVEMENTS AT PAN AM AND BERGON, CIP PROJECT NO. PK-62 AND CENTENNIAL PARK REHABILITATION AND LIGHTING, CIP PROJECT NO. PK-63 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

- B-6 Consideration of a Resolution Approving Agreement with Peters Engineering Group, for Professional Engineering Services to Provide Traffic Signal and Street Light Design Services for the Olive Avenue Widening Project, Project No. ST 14-07 and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 18-14 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AGREEMENT WITH PETERS ENGINEERING GROUP FOR PROFESSIONAL ENGINEERING SERVICES TO PROVIDE TRAFFIC AND STREET LIGHT DESIGN SERVICES FOR THE OLIVE AVENUE WIDENING PROJECT, PROJECT NUMBER ST 14-07 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

- B-7 Consideration of a Resolution Approving Amendment No. 2 for the 2017/2018 Community Development Block Grant Agreement for the George Washington Elementary School Sidewalk Improvement Project and Authorizing the Mayor to Sign the Resolution and Amendment (Report by Ivette Iraheta)

RES. NO. 18-15 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2 FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES FOR THE GEORGE WASHINGTON ELEMENTARY SCHOOL SIDEWALK IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT

- B-8 Consideration of a Resolution Authorizing the Appointment of Santos Garcia to the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC) (Report by Ivette Iraheta)

RES. NO. 18-16 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE APPOINTMENT OF SANTOS GARCIA TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

B-9 Consideration of a Resolution Appointing Karen Huerta to the City of Madera Beautification Committee (Report by Mary Anne Seay)

RES. NO. 18-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING KAREN HUERTA TO THE CITY OF MADERA BEAUTIFICATION COMMITTEE

B-10 Consideration of a Resolution Approving a Side Letter Agreement between the City of Madera and Mid-Management Employee Group Relating to California Overtime Compliance and the Assigned Salary Range for the Wastewater Treatment Plant Manager Position and Authorizing the Interim City Administrator to Execute the Agreement (Report by Wendy Silva)

RES. NO. 18-18 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A SIDE LETTER AGREEMENT BETWEEN THE CITY OF MADERA AND MID-MANAGEMENT EMPLOYEE GROUP RELATING TO CALIFORNIA OVERTIME COMPLIANCE AND THE ASSIGNED SALARY RANGE FOR THE WASTEWATER TREATMENT PLANT MANAGER POSITION AND AUTHORIZING THE INTERIM CITY ADMINISTRATOR TO EXECUTE THE AGREEMENT

B-11 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending December 31, 2017 (Report by Tim Przybyla)

B-12 Consideration of a Resolution Approving an Amending Agreement for Online/Phone Payment Services with Paymentus Corporation and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

RES. NO. 18-19 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AMENDING AGREEMENT FOR ONLINE/ PHONE PAYMENT SERVICES WITH PAYMENTUS CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-13 Informational Report on Direction Provided by Council Regarding Enterprise Fund Audit, Management Compensation Study and Recruitment for the City Administrator Position (Report by Steve Frazier) *[Item pulled for discussion.]*

The Interim City Administrator Steve Frazier provided an update on services that Mr. Manfredi will provide in relation to this item.

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

- C-1 Public Hearing on Proposed Fare Increase of the Madera Area Express Fixed-Route Regular Cash Fare from \$.75 to \$1.00 and Implementation of a Dial-A-Ride Premium Fare Structure (Report by Ivette Iraheta)

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

Mayor Medellin opened the public hearing.

Ellen Moy, representing Madera County, asked the Council to consider a \$1.00 cash fare or graduated increases for county student riders.

Eddie Block, residing in Madera, California, spoke regarding the potential for more students due to Measure C for the community college. He also supports advertising on routes.

Mayor Medellin closed the public hearing. No action required. Item will be brought back for action.

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Minute Order Approving Letter of Commitment to the Madera County Flood Control and Water Conservation Agency in Favor of a Grant Application for Funding of the Madera County Regional Flood Response Project (Report by Keith Helmuth)

The report was presented by the City Engineer Keith Helmuth.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE MINUTE ORDER APPROVING LETTER OF COMMITMENT TO THE MADERA COUNTY FLOOD CONTROL AND WATER CONSERVATION AGENCY IN FAVOR OF A GRANT APPLICATION FOR FUNDING OF THE MADERA COUNTY REGIONAL FLOOD RESPONSE PROJECT, WAS UNANIMOUSLY ADOPTED BY A VOTE OF 7-0.

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report and Discussion Regarding New Water Storage Tank, Pump Station and Associated Projects and Request for Direction to Staff (Report by Keith Helmuth)

The report was presented by the City Engineer Keith Helmuth.

Staff was directed to present informational workshops on progress as needed.

- E-2 Review of Draft Request for Proposals to be Published Soliciting Executive Recruiting Services for the Position of City Administrator and Direction to Staff on any Requested Changes to the Document Prior to Publication (Report by Wendy Silva)

The report was presented by the Director of Human Resources Wendy Silva. Staff received input on suggested changes to recruitment document and recommendation by Council to include Mr. Manfredi as an advisor.

F. COUNCIL REPORTS

Council Member Robinson reported on his attendance at the League of Cities meetings in Sacramento.

Council Member Foley Gallegos reported on her attendance at the Madera Community Hospital event to welcome their new OB GYN. She also gave information regarding the hospital's Rapid Care Center at the hospital.

Council Member Foley Gallegos reported on her participation in Boy Scout Civics Day.

Council Member Foley Gallegos asked for staff to consider agenda updates on new businesses coming to Madera.

Council Member Rigby reported on his participation in the Point in Time Count. Council Member Oliver also participated.

Council Member Rigby provided an update on Pomona Ranch.

Council Member Oliver provided an update on the San Joaquin River Conservancy Board meeting.

Council Member Oliver reported on his participation in the food and shoe distribution with Hope Ministry.

Council Member Oliver thanked departments for their hard work on the recent river clean-ups.

Council Member Oliver reported on the Business Incentive Program stakeholder meeting with the Realtor's Association. Mayor Pro Tem Rodriguez and Council Member Rigby also participated.

Council Member Oliver reported on his attendance at the Madera Library's 50 Anniversary of the Robert Kennedy visit to Madera. He suggested the Council consider scheduling a tour of the library.

Mayor Medellin reported on the Intergovernmental Agency Steering Committee meeting held.

Mayor Medellin reported on his attendance at the Interfaith Intercultural Event.

Mayor Medellin announced that the Neighborhood Watch is in full force with 90 neighborhoods. They will also begin a Business Watch program.

Mayor Medellin reported on his participation with the LEO's Club on their shoe program for underprivileged kids.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:15 p.m. to discuss the items as listed on the agenda.

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

212 E. 6th St. APN: 007-191-017
Agency Negotiators: Steve Frazier & Lester Jorgensen
Negotiating Party: Sams Prop Inv. LLC, Satvir Singh
Under Negotiations: Price and Terms

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 9:30 p.m. with all members present.

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

ADJOURNMENT - The meeting was adjourned at 9:31 p.m. Next regular meeting 2/21/18.

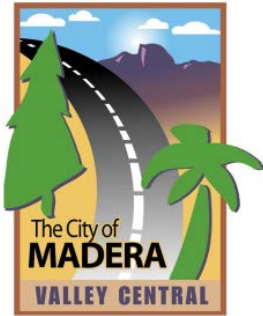
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

Return to Agenda



Item:	B-1
Minutes for:	02/21/18
Adopted:	02/06/19

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

**February 21, 2018
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER – The regular meeting was called to order at 6:00 p.m. The special meeting of the Successor Agency scheduled for the same time was also opened.

ROLL CALL: Roll was called for both meetings.

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

Others present were City Administrator Steve Frazier, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, Chief of Police Dino Lawson, Director of Human Resources Wendy Silva, Grant Administrator Ivette Iraheta, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Planning Manager Chris Boyle, Deputy City Clerk Zelda Leon, Commander Gino Chiamonte Project Development Coordinator Ellen Bitter, Engineering Administrative Analyst Jimmy Monreal, Special Transportation Projects Coordinator Les Jorgensen, Successor Agency Recording Secretary Claudia Mendoza and Battalion Chief Jim Forga.

INVOCATION: Pastor Joyce Lane, Glory of Zion Ministries Madera

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.

Vickie Sloan, residing in Madera, California, encouraged Mayor Pro Tem Rodriguez and Council Members Foley Gallegos, Robinson and Holley to continue to stand together as a majority, as they did on the 14th, and effect change.

Ron Montoya, residing in Madera, California, spoke regarding the recent safety improvements in his neighborhood and thanked the Council. He asked for parking permits for diesel truck drivers and thanked Council Member Foley Gallegos for responding regarding the gun show.

Eddie Block, residing in Madera, California thanked the Council for attending his business watch meeting downtown. He also hopes to use the parking lot at 6th and E Street during the summer for a food truck fiesta night to bring people downtown.

Move to Special Successor Agency agenda – 6:17 p.m. – 6:30 p.m.

Return to regular meeting of the City Council - 6:31 p.m.

Late Distribution Announcement – The Deputy City Clerk Zelda Leon made a late distribution announcement regarding item C-3.

PRESENTATIONS Recognition of Fire Captain Randy Cooper's Retirement

Mayor Medellin presented retiree Fire Captain Randy Cooper with a plaque to recognize his 41 years of fire service.

INTRODUCTIONS There are no introductions.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

No items were pulled from the consent calendar.

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

B-1 Minutes – 4/05/17

B-2 Warrant Disbursement Report 1/30/18 – 2/12/18 (Report by Tim Przybyla)

B-3 Consideration of a Minute Order Rejecting a Claim Filed by Katrina Guerra (Report by Wendy Silva)

- B-4 Consideration of a Resolution Authorizing the City Administrator as the Authorized Agent for Obtaining State Transit Assistance State of Good Repair (SGR) Funds Provided by the California Department of Transportation, Division of Rail and Mass Transportation, and Execution of the Certifications and Assurances for the California SGR Program (Report by Ivette Iraheta)

RES. NO. 18-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING THE CITY ADMINISTRATOR AS THE AUTHORIZED AGENT FOR OBTAINING STATE TRANSIT ASSISTANCE STATE OF GOOD REPAIR (SGR) FUNDS PROVIDED BY THE CALIFORNIA DEPARTMENT OF TRANSPORTATION, DIVISION OF RAIL AND MASS TRANSPORTATION, AND EXECUTION OF THE CERTIFICATIONS AND ASSURANCES FOR THE CALIFORNIA (SGR) PROGRAM

- B-5 Consideration of a Resolution Providing the City Administrator Temporary Authority to Offer Wastewater Treatment Plant Lead Operator Candidates and Wastewater Treatment Plant Operator III Candidates Higher than C-Step on the Assigned Salary Range (Report by Wendy Silva)

RES. NO. 18-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA PROVIDING THE CITY ADMINISTRATOR TEMPORARY AUTHORITY TO OFFER WASTEWATER TREATMENT PLANT LEAD OPERATOR CANDIDATES AND WASTEWATER TREATMENT PLANT OPERATOR III CANDIDATES HIGHER THAN C-STEP ON THE ASSIGNED SALARY RANGE

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

- C-1 Consideration of a Resolution Approving an Intent to Participate Agreement with the Madera County Public Health Department Regarding Mass Prophylaxis Dispensing (Report by Wendy Silva)

The report was presented by the Director of Human Resources Wendy Silva.

ON MOTION BY COUNCIL MEMBER FOLEY GALLEGOS, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-1, RES. NO. 18-22 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-22 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN INTENT TO PARTICIPATE AGREEMENT WITH THE MADERA COUNTY PUBLIC HEALTH DEPARTMENT REGARDING MASS PROPHYLAXIS DISPENSING AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT

- C-2 Consideration of a Resolution Approving Program Supplement Agreement No. F058 for the Sunset Avenue Sidewalk and Safety Improvements from Pine Street to Double Tree Way, City CIP Project Number R-66, Federal Project Number HSIPL 5157 (111) and Authorizing the City Engineer to Execute Program Supplement Agreement No. F058 on Behalf of the City (Report by Keith Helmuth)

The report was presented by the Special Transportation Project Manager Ellen Bitter.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-2, RES. NO. 18-23 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-23 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F058 THE SUNSET AVENUE SIDEWALK AND SAFETY IMPROVEMENTS FROM PINE STREET TO DOUBLE TREE WAY, CITY CIP PROJECT NUMBER R-66, FEDERAL PROJECT NUMBER HSIPL 5157 (111) AND AUTHORIZING THE CITY ENGINEER TO EXECUTE PROGRAM SUPPLEMENT AGREEMENT NO. F058 ON BEHALF OF THE CITY

C-3 Consideration of a Resolution Approving an Agreement with Ron Manfredi for Administrative Review and Consulting Services and Authorizing the Mayor to Execute the Agreement (Report by Steve Frazier)

The report was presented by the City Administrator Steve Frazier.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER FOLEY GALLEGOS, ITEM C-3, RES. NO. 18-24, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-24 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH RON MANFREDI FOR ADMINISTRATIVE REVIEW AND CONSULTING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

E-1 Consideration of a Minute Order Accepting a Report on the Status of the Proposed Projects in the Capital Improvement Program for FY 2018/19 to FY 2022/23 and Authorizing Submission of the Capital Improvement Program for FY 2018/19 to FY 2022/23 to the Planning Commission for Determination of Conformity to the City's General Plan (Report by Keith Helmuth)

City Engineer Keith Helmuth, along with other members of the Engineering Department presented the report and answered questions.

Ron Montoya, residing in Madera, California, stated concerns with most projects being on one side of the tracks and not both, and the many accidents at Knox and Olive.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE MINUTE ORDER ACCEPTING A REPORT ON THE STATUS OF THE PROPOSED PROJECTS IN THE CAPITAL IMPROVEMENT PROGRAM FOR FY 2018/19 TO FY 2022/23 AND AUTHORIZING SUBMISSION OF THE CAPITAL IMPROVEMENT PROGRAM FOR FY 2018/19 TO FY 2022/23 TO THE PLANNING COMMISSION

FOR DETERMINATION OF CONFORMITY TO THE CITY'S GENERAL PLAN, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

F. COUNCIL REPORTS

Council Member Foley Gallegos commended the Engineering Department for adding crosswalks around the high school area due to safety concerns. The Police Department will also prepare a related public safety video to be shown at the schools.

Council Member Foley Gallegos requested that a report be added to the consent calendar showing employee new hires or departures.

Council Member Rigby reported on the meeting held with Madera County regarding the river clean up.

Council Member Rigby requested a report on Measure K.

Council Member Rigby commended the Council for working together despite the finger pointing.

Council Member Holley expressed concerns regarding the public comment made to remove the Mayor.

Mayor Pro Tem Rodriguez reported on his attendance at a police training.

Council Member Oliver thanked the City Engineer for the continued study of the Cleveland/Granada/Kennedy area for speeders.

Council Member Oliver reported on his meeting with Matt Grundy of Habitat for Humanity and thanked the Grant Administrator for bringing the parties together.

Council Member Oliver reported on the Madera County Transportation Commission (MCTC) meeting and SB1 funding for the Highway 99 expansion.

Mayor Medellin thanked Mr. Block for efforts on business watch. He also reported on the success of neighborhood watch.

Mayor Medellin spoke regarding the success of the Citizens Academy and the Police Citizens Academy.

Mayor Medellin reported on his meeting with Habitat for Humanity and partnering.

Mayor Medellin reported on his meeting with the Madera Unified School District Superintendent regarding a youth commission.

Mayor Medellin reported on his meeting with an investor.

Mayor Medellin spoke regarding the continued efforts of the Council to be out in the community thereby gaining the community's trust.

G. CLOSED SESSION

There are no items for this section.

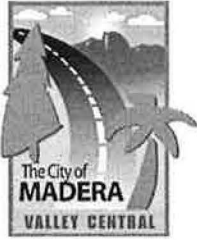
ADJOURNMENT - The meeting was adjourned at 7:51 p.m. Next regular meeting 03/07/18.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ANDREW J. MEDELLIN, Mayor

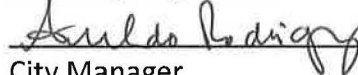


REPORT TO CITY COUNCIL

Approved by:



Department Director



City Manager

Council Meeting of: February 06, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for January 5, 2019 to January 25, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of January 5, 2019 to January 25, 2019 is contained in the attachment.

General Warrant	20578 - 20774	\$1,813,988.50
Wire Transfer	Union Bank Payroll and Taxes	\$1,272,235.82
Wire Transfer	SDI	\$4,489.60
Wire Transfer	Cal Pers	\$124,436.31

DISCUSSION: Warrant requests are processed weekly based on the adopted 18/19 budget and released for payment every Friday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 18/19 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
JANUARY 25TH, 2019

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20578	01/14/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	2,340.00
20579	01/14/2019	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 01/11/19 PAYROLL	1,265.04
20580	01/14/2019	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS JANUARY 2019	40,000.00
20581	01/14/2019	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES 12/27/18 - POLICE DEPARTMENT	280.00
20582	01/14/2019	ARNOLD, JOSIAH	PER DIEM 2019 SHOT SHOW	335.50
20583	01/14/2019	AT&T	12/18 CALNET 3 SVS 9391026390	561.58
20584	01/14/2019	AT&T	12/18 CALNET 3 SVS 9391031577	2,014.24
20585	01/14/2019	AT&T	12/18 CALNET 3 SVS 9391064552	301.31
20586	01/14/2019	BROOKS, ERIC	PER DIEM CROSS CONNECTION SPECIALIST CONTROL CRSE	259.25
20587	01/14/2019	BSK ASSOCIATES	WATER SAMPLES	912.00
20588	01/14/2019	BSK ASSOCIATES	NO. 2 - QA/TESTING SERVICES FOR WWTP18-02 PROJECT	5,900.00
20589	01/14/2019	BSK ASSOCIATES	NO. 1 - QA/TESTING SERVICES FOR WWTP18-02 PROJECT	8,886.84
20590	01/14/2019	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 01/11/19 PAYROLL	2,290.58
20591	01/14/2019	CALIFORNIA CHAMBER OF COMMERCE	2019 LABOR LAW POSTER	57.22
20592	01/14/2019	CHIARAMONTE, GIACHINO	PER DIEM 2019 SHOT SHOW	335.50
20593	01/14/2019	CHURCH, MARY	TUITION REIMBURSEMENT	2,400.00
20594	01/14/2019	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 01/11/2019 PAYROLL	1,011.83
20595	01/14/2019	CONCENTRA MEDICAL CENTERS	DOT MEDICAL RECERT EXAM - MATHIES	61.50
20596	01/14/2019	MARIANNE CROXEN	EMBROIDERY FOR CODE ENFORCEMENT POLOS	70.00
20597	01/14/2019	CS & FD MEDICAL WASTE DISPOSAL	MEDICAL WASTE 44 GAL PICKUP PD - 12/26/18	139.00
20598	01/14/2019	CUSHMAN CONTRACTING CORPORATION	WWTP 18-02 REHABILITATION PROJECT - DEC 2018	492,309.34
20599	01/14/2019	FIRST REPUBLIC BANK	RETENTION PROGRESS PAYMENT NO. 6 MADERA WWTP REHAB	25,911.01
20600	01/14/2019	D&R DOOR SERVICE INC.	DOOR REPAIR LIFTMASTER ELECTRIC OPERATOR - WWTP	1,600.00
20601	01/14/2019	DATAPROSE, LLC	DEC 2018 STATEMENTS/ NEWSLETTERS/ 48HR NOTICES	8,499.36
20602	01/14/2019	DATAPROSE, LLC	JAN 2019 NEWSLETTER INSERTS	1,093.00
20603	01/14/2019	DIAMOND COMMUNICATIONS	PAN AM FIRE ALARM SERVICE - FEB 2019	32.00
20604	01/14/2019	DIAMOND COMMUNICATIONS	WWTP SECURITY ALARM MONITORING FEB-JAN 2020	540.00
20605	01/14/2019	EMMETT'S EXCAVATION, INC.	SURFACE SEALS AT VARIOUS CITY STREETS - RETENTION	42,322.27
20606	01/14/2019	ESRI	ESRI SERVER AND CLIENTS	32,366.75
20607	01/14/2019	ESRI	DESKTOP BASIC SINGLE USE PRIMARY MAINTENANCE	416.50
20608	01/14/2019	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GRP 1, 2, 3 DOWNTOWN MAINTENANCE OCT - DEC 2018	44,160.00
20609	01/14/2019	GACAYAN, PAIGE	TUITION REIMBURSEMENT	368.00
20610	01/14/2019	GARIBAY, HECTOR	PER DIEM 2019 SHOT SHOW	335.50
20611	01/14/2019	J'S COMMUNICATIONS	SERVICE AGREEMENT JANUARY - MARCH 2019	4,707.00
20612	01/14/2019	KER'S GAS & LUBE, INC.	OCTOBER 2018 PD CAR WASHES	329.00
20613	01/14/2019	ALAN LEE JONES	EVIDENCE INVENTORY SERVICES - PD	2,250.00
20614	01/14/2019	LEANO, BIANEY	PER DIEM CROSS CONNECTION SPECIALIST CONTROL CRSE	259.25
20615	01/14/2019	LYNN PEAVEY COMPANY	FORENSIC SUPPLIES - PD	241.00
20616	01/14/2019	MADERA TRIBUNE	ADVERTISEMENT FOR RFP #201819-01	108.00
20617	01/14/2019	MADERA TRIBUNE	JAN PC NOTICE AD #00013579 12/26/18	165.75
20618	01/14/2019	MADERA TRIBUNE	JAN PC NOTICE AD #00013465 12/19/18	273.00
20619	01/14/2019	MADERA TRIBUNE	PUBLISH ORD. 958 C.S. AD 12/29/18	375.00
20620	01/14/2019	MIRACLE PLAYSYSTEMS, INC.	REPLACEMENT PARTS FOR MCNALLY PLAYGROUND	4,215.53
20621	01/14/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 01/11/2019 PARYOLL	1,677.52
20622	01/14/2019	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 01/11/2019 PAYROLL	9,402.76
20623	01/14/2019	RODRIGUEZ, ARNOLDO	PER DIEM LOCC NEW MAYORS & COUNCIL MEMBERS ACADEMY	99.00
20624	01/14/2019	MORGAN BROTHERS INC.	FUMIGATION OF FIRE STATION #56	4,750.00
20625	01/14/2019	SHI INTERNATIONAL CORP.	ARUBA INSTANT WIRELESS ACCESS POINT - HARDWARE	1,744.99
20626	01/14/2019	SOLIS, OSCAR	PER DIEM CROSS CONNECTION SPECIALIST CONTROL CRSE	259.25
20627	01/14/2019	SOUTHERN COMPUTER WAREHOUSE, INC.	MONITORS - EWASTE FEE	360.00
20628	01/14/2019	SOUTHERN COMPUTER WAREHOUSE, INC.	MONITORS - HP BUSINESS E243 23.8" LED LCD MONITOR	9,169.96
20629	01/14/2019	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 01/11/19 PAYROLL	474.01
20630	01/14/2019	STATE WATER RESOURCES CONTROL BOARD	LARGE WATER SYSTEM FEES 07/01/18- 06/30/19	37,390.00
20631	01/14/2019	TERRAFORM POWER, LLC.	ELECTRIC UTILITIES WWTP 12/01/18-12/31/18	9,811.05
20632	01/14/2019	TESEI PETROLEUM, INC.	FUEL 12/04/18 - 12/31/18 FOR CDF	743.47
20633	01/14/2019	TESEI PETROLEUM, INC.	PROPANE FOR PD	5.57
20634	01/14/2019	TESEI PETROLEUM, INC.	FUEL 12/21/18 - 12/31/18	9,355.97
20635	01/14/2019	UNITED RENTALS, INC	SWEEPER RENTAL	10,926.76
20636	01/14/2019	VALENZUELA, RICARDO	PER DIEM QUALIFIED APPLICATOR CERT EXAM	99.00
20637	01/14/2019	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 01/11/19 PAYROLL	40,568.91
20638	01/14/2019	HARRY D. WILSON INC.	2014 HONDA #6605 - BRAKES, TIRE, PLASTIC REPAIR	487.71
20639	01/14/2019	ZAK'S ENTERPRISES LLC	SECURITY SERVICE 11/27-11/29/18; CASE #18-M-10727	1,185.00
20640	01/18/2019	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMINISTRATIVE FEE - JAN 2019	4,665.00
20641	01/18/2019	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT JANUARY 2019	1,065.76
20642	01/18/2019	AMERITAS LIFE INSURANCE CORP.	FEBRUARY 2019 DENTAL INSURANCE	14,679.76
20643	01/18/2019	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL - FEB 2019	1,730.64
20644	01/18/2019	ANTHEM BLUE CROSS	CITY PAID RETIREE RX BILL FEB 2019 - G SKEELS	116.90

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20645	01/18/2019	ARAMARK UNIFORM SERVICES	12/18 UNIFORM INVOICES	5,822.38
20646	01/18/2019	AT&T	12/18 CALNET 3 SERVICES	552.07
20647	01/18/2019	BMY CONSTRUCTION GROUP, INC.	CONSTRUCTION OF THE MADERA TRANSIT CENTER PROJECT	40,195.45
20648	01/18/2019	BMY CONSTRUCTION GROUP, INC.	CONSTRUCTION OF THE MADERA TRANSIT CENTER PROJECT	118,975.15
20649	01/18/2019	CABLE LINKS CONSTRUCTION GROUP, INC.	SUNRISE ROTARY SPORTS COMPLEX SOCCER FIELD LIGHTIN	4,820.30
20650	01/18/2019	CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE NOVEMBER 2018	1,015.50
20651	01/18/2019	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ FINGERPRINTS POLICE DEPARTMENT- DEC 2018	128.00
20652	01/18/2019	CALIFORNIA DEPARTMENT OF JUSTICE	DOJ PRE EMPLOYMENT FINGERPRINTS DECEMBER 2018	192.00
20653	01/18/2019	COLGAN CONSULTING CORPORATION	PROFESSIONAL SERVICES - DEVELOPMENT FEE STUDY	1,200.00
20654	01/18/2019	CONCENTRA MEDICAL CENTERS	PRE EMPLOYMENT PHYSICAL & DOT RECERT-STREETS	236.00
20655	01/18/2019	COOK'S COMMUNICATIONS	SERVICE CALL - CHECKED DISPATCH CONSOLES	105.00
20656	01/18/2019	CORELOGIC INFORMATION SOLUTIONS INC	METRO SCAN DECEMBER 2018	150.00
20657	01/18/2019	CPS HR CONSULTING	DISPATCHER TEST	463.10
20658	01/18/2019	CREATIVE COPY	CODE BOOKS - POLICE DEPARTMENT	40.59
20659	01/18/2019	CREATIVE COPY	FOIL MASTER STOCK - PD	75.78
20660	01/18/2019	CREATIVE COPY	MAX PASSES JANUARY - JUNE 2019	231.09
20661	01/18/2019	DOWNTOWN FORD SALES	NEW FORD F-250 REGULAR CAB PICKUP	24,797.07
20662	01/18/2019	DOWNTOWN FORD SALES	NEW FORD F-250 PICKUP	26,019.21
20663	01/18/2019	DOWNTOWN FORD SALES	NEW FORD F-250 REGULAR CAB PICKUP	26,209.73
20664	01/18/2019	ESPINOZA SEWER SERVICE	PORTABLE TOILET SERVICE	50.00
20665	01/18/2019	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 01/01/19 - 01/15/19	7,650.00
20666	01/18/2019	FRESNO MADERA AREA AGENCY ON AGING	11/18 SENIOR NON USDA QUALIFIED MEALS	55.77
20667	01/18/2019	GARCIA, OSCAR	PER DIEM - CROSS CONNECTION CONTROL SPECIALTY COURSE	259.25
20668	01/18/2019	HERNANDEZ, JOSE	PER DIEM - PARENT PROJECT SEMINAR	198.00
20669	01/18/2019	LANGUAGE LINE SERVICES, INC.	OVER THE PHONE INTERPRETATIONS	16.07
20670	01/18/2019	LIGHTGUARD SYSTEMS, INC.	LIGHTS FOR CROSSWALK	1,986.39
20671	01/18/2019	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE JANUARY 2019	8,308.18
20672	01/18/2019	MADERA COUNTY AUDITOR	LAFCO 18/19 FUNDING	19,607.92
20673	01/18/2019	MADERA COUNTY E D C	EDC COMMISSION FOR 3RD QUARTER FY 18/19	43,732.33
20674	01/18/2019	MADERA DOWNTOWN ASSOC.	CROW ABATEMENT PER RES #1903; 18-236	15,000.00
20675	01/18/2019	MADERA TRIBUNE	PUBLISH ORD. 959 C.S. AD 01/02/19	360.00
20676	01/18/2019	PACIFIC GAS & ELECTRIC	12/18 SERVICES	1,078.29
20677	01/18/2019	PEQUENOS EMPRESARIOS	REIMBURSEMENT FOR 18/19 1ST QUARTER EXPENSES -CDBG	2,926.76
20678	01/18/2019	POLYDYNE INC.	SLUDGE DEWATERING CHEMICALS	5,514.80
20679	01/18/2019	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE 11/20/18-12/20/18	509.70
20680	01/18/2019	RRM DESIGN GROUP, A CALIFORNIA CORPORATION	PROFESSIONAL ENGINEERING DESIGN - FIRE STATION #8	8,705.14
20681	01/18/2019	SERVICEMASTER BY J&C BROWN	JANITORIAL SERVICE - JANUARY 2019	14,519.31
20682	01/18/2019	STATE WATER RESOURCES CONTROL BOARD	RENEWAL FEE FOR D2 CERTIFICATION - LARA, RENE	60.00
20683	01/18/2019	STATE WATER RESOURCES CONTROL BOARD	T2 OPERATOR CERTIFICATE FEE - TYLER, JOEY	60.00
20684	01/18/2019	TAG/AMS, INC.	ANNUAL RENEWAL FEE (ACCT: 1447)	175.00
20685	01/18/2019	TALLEY OIL, INC.	CHIP SEAL APPLICATION ON VARIOUS CITY STREETS PROJ	19,845.31
20686	01/18/2019	TESEI PETROLEUM, INC.	FUEL 01/01/19 - 01/10/19	11,337.24
20687	01/18/2019	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS DECEMBER 2018	126.00
20688	01/18/2019	3RD GENERATIONAL LLC LAS PALMAS MANAGEMENT	UTILITY BILLING CREDIT REFUND	298.89
20689	01/18/2019	ADAMS CHRISTINA	UTILITY BILLING CREDIT REFUND	130.98
20690	01/18/2019	ADDISON GEORGE OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	49.06
20691	01/18/2019	COLDWELL BANKER KALJIAN	UTILITY BILLING CREDIT REFUND	161.50
20692	01/18/2019	CREAMER MERCY	UTILITY BILLING DEPOSIT REFUND	60.29
20693	01/18/2019	DELEIJA MARILYN G	UTILITY BILLING CREDIT REFUND	81.21
20694	01/18/2019	DINH GARY	UTILITY BILLING DEPOSIT REFUND	44.51
20695	01/18/2019	DOWD CHRISTOPHER	UTILITY BILLING CREDIT REFUND	65.20
20696	01/18/2019	INTELIS CORPORATION	UTILITY BILLING CREDIT REFUND	127.61
20697	01/18/2019	JOLI UNLIMITED INC RENTERIA'S MARTIAL ART STUDIO	UTILITY BILLING CREDIT REFUND	257.54
20698	01/18/2019	LOPEZ ANTONIA	UTILITY BILLING DEPOSIT REFUND	12.62
20699	01/18/2019	MACK GREG	UTILITY BILLING CREDIT REFUND	150.00
20700	01/18/2019	MEZA IMELDA	UTILITY BILLING CREDIT REFUND	147.64
20701	01/18/2019	MOHAMED IBRAHIM S	UTILITY BILLING CREDIT REFUND	281.06
20702	01/18/2019	MONTIEL VIRGINIA AND HENRY	UTILITY BILLING CREDIT REFUND	172.82
20703	01/18/2019	OBERTI GREG	UTILITY BILLING DEPOSIT REFUND	46.31
20704	01/18/2019	PECAROVICH MICHAEL	UTILITY BILLING DEPOSIT REFUND	9.26
20705	01/18/2019	POTOUKIAN ROUBEN	UTILITY BILLING DEPOSIT REFUND	14.27
20706	01/18/2019	RALPH PARTNERS II LLC	UTILITY BILLING CREDIT REFUND	123.60
20707	01/18/2019	REYES EUGENIO AND EVA	UTILITY BILLING DEPOSIT REFUND	0.65
20708	01/18/2019	REYNA JESSICA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	78.22
20709	01/18/2019	RICCIARDI ANDREA	UTILITY BILLING DEPOSIT REFUND	6.08
20710	01/18/2019	RODRIGUEZ DE CALDERON NOELIA	UTILITY BILLING CREDIT REFUND	108.18
20711	01/18/2019	RODRIGUEZ MARIA G	UTILITY BILLING CREDIT REFUND	117.47
20712	01/18/2019	RODRIGUEZ, YESENIA AND MIKE	REIMBURSE-INCORRECT METER INSTALLED BY CONTRACTOR	409.61
20713	01/18/2019	ROGERS NICK	UTILITY BILLING CREDIT REFUND	272.06
20714	01/18/2019	SALAZAR HECTOR D	UTILITY BILLING CREDIT REFUND	48.75
20715	01/18/2019	SELECT PORTFOLIO SERVICING INC	UTILITY BILLING CREDIT REFUND	210.04

CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
20716	01/18/2019	SELLERS LENA	UTILITY BILLING CREDIT REFUND	26.64
20717	01/18/2019	SHAIKH MD ANWER	UTILITY BILLING CREDIT REFUND	68.97
20718	01/18/2019	SILVANO VIRGINIA	UTILITY BILLING CREDIT REFUND	135.71
20719	01/18/2019	TORRES GLORIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	46.23
20720	01/18/2019	TRIGUEROS SANDRA	UTILITY BILLING CREDIT REFUND	323.82
20721	01/18/2019	TRIGUEROS SANDRA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	72.67
20722	01/18/2019	VOTAW DAVID	UTILITY BILLING DEPOSIT REFUND	115.73
20723	01/18/2019	WELLS FARGO BANK N.A.	UTILITY BILLING CREDIT REFUND	562.03
20724	01/18/2019	WRIGHT PAUL	UTILITY BILLING DEPOSIT REFUND	40.81
20725	01/18/2019	US BANK CORPORATE PAYMENT SYSTEMS	12/18 CAL-CARD CHARGES	127,981.40
20726	01/18/2019	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE 12/01/18-12/31/18	9,450.00
20727	01/18/2019	HARRY D. WILSON INC.	2014 HONDA #6601 - MOUNT AND BALANCE REAR TIRE	215.74
20728	01/25/2019	2NDNATURE SOFTWARE INC	2NFORM STORMWATER SUITE LIC FEE JAN-MAR 2019	2,050.00
20729	01/25/2019	ACRO SERVICE CORPORATION	TEMPORARY DRAFTERS - BELL WILLIAMS & STEVE ROBERSON	8,964.00
20730	01/25/2019	LAWLER EXCAVATION PIPELINE & UTILITIES INC	REFUND DEPOSIT LESS USAGE FEES FOR METER 19	1,577.72
20731	01/25/2019	ZIM INDUSTRIES INC	REFUND DEPOSIT LESS USAGE FEES FOR METER 2	1,659.72
20732	01/25/2019	AT&T	12/18 SVS 831-000-6408 576	6,296.61
20733	01/25/2019	AT&T	12/18 CALNET 3 SERVICES	170.34
20734	01/25/2019	CITY OF MADERA	MISAPPLIED PMT IN UB 5318001 TRANSFER TO AR 6049	36.28
20735	01/25/2019	CITY OF MADERA	SMART IRRIG CONTROL REBATE APPLY TO ACCT 9921651	200.00
20736	01/25/2019	CITY OF MADERA	TOILET X2 REBATE APPLY TO ACCT 8668764	200.00
20737	01/25/2019	CITY OF MADERA	TOILET & INSTALLATION X2 REBATE APPLY TO ACCT 4683043	398.00
20738	01/25/2019	COMCAST	CITY INTERNET CONNECTION 01/15/19-02/14/19	1,372.25
20739	01/25/2019	DER MANOUEL INSURANCE & FINANCIAL SVCS	BROKER FEES JUL - DEC 2018	8,910.23
20740	01/25/2019	FIRST TRANSIT INC.	OCT AND NOV 2018 ROUTES 1, 2, 3 & DAR SVS	158,373.06
20741	01/25/2019	FRESNO REPROGRAPHICS	PRINTING SERVICES FOR PLANS AND SPECIFICATIONS	2,767.51
20742	01/25/2019	JOHNSON, PHIL	REIMBURSE FOR ELECTRICIAN CERTIFICATE RENEWAL	100.00
20743	01/25/2019	LARON INCORPORATED	TWO NEW OX. DITCH GEAR BOX	92,059.04
20744	01/25/2019	J & D MANUFACTURING	PRINTED JERSEYS FOR YOUTH BASKETBALL	1,826.72
20745	01/25/2019	O'DELL ENGINEERING, INC.	DESIGN SVS FOR ADA IMPROVEMENT 12/10/18-1/6/19	5,180.00
20746	01/25/2019	OCHOA, ROUNEL	TUITION REIMBURSEMENT	257.99
20747	01/25/2019	CERIONI, RYAN	TURF REPLACEMENT REBATE (18-21)	2,000.00
20748	01/25/2019	PACIFIC GAS & ELECTRIC	12/18 SVS 0443905948-8	9.86
20749	01/25/2019	JOHN DEERE FINANCIAL POWER PLAN	INSTALLED NEW ECU F411	1,891.90
20750	01/25/2019	ALAMARI, FIKRAY	REFUND ADULT BASKETBALL FEES-TEAM CANCELLED	340.00
20751	01/25/2019	CORTES, ABI	REIMB OVERPAYMENT FOR ADULT BASKETBALL FEES	50.00
20752	01/25/2019	JIMENEZ, SUSANA	REFUND PARKS DEPOSIT & FEE DUE TO CANCELLED EVENT	165.00
20753	01/25/2019	JAVIER RODRIGUEZ	BUSINESS CARDS FOR COUNCIL MEMBER SANTOS GARCIA	70.36
20754	01/25/2019	ROBINSON, DEREK	PER DIEM-LOCC NEW MAYORS/COUNCIL MEMBERS ACADEMY	428.44
20755	01/25/2019	RUSSELL, CHRIS	REIMBURSE FOR OPERATOR 1 CERTIFICATION	125.00
20756	01/25/2019	SEON SYSTEMS SALES, INC.	DVR DOCK STATION	238.15
20757	01/25/2019	STANTEC CONSULTING SERVICES INC.	WWTP REHAB PROJECT CONSULTING SVS	34,360.00
20758	01/25/2019	STATE WATER RESOURCES CONTROL BOARD	T2 RENEWAL FEES FOR JOHN BOTWRIGHT	60.00
20759	01/25/2019	TESEI PETROLEUM, INC.	PROPANE FOR DIGESTER & FACILITIES HEATING WWTP	2,781.89
20760	01/25/2019	ANAYA JENNIE L OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	52.32
20761	01/25/2019	ANAYA VALENE	UTILITY BILLING CREDIT REFUND	193.39
20762	01/25/2019	BENITEZ JULIANNA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	150.37
20763	01/25/2019	CARLOS MARIA L	UTILITY BILLING DEPOSIT REFUND	72.28
20764	01/25/2019	GALINDO JULIO ROBERTO	UTILITY BILLING CREDIT REFUND	184.34
20765	01/25/2019	GIRON JOHNNY	UTILITY BILLING CREDIT REFUND	121.40
20766	01/25/2019	HERNANDEZ LOPEZ JOAQUIN OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	59.49
20767	01/25/2019	MARTINEZ ROSEMARY	UTILITY BILLING CREDIT REFUND	26.46
20768	01/25/2019	MORALES DAISY ROSALES	UTILITY BILLING CREDIT REFUND	2.79
20769	01/25/2019	PRICES	UTILITY BILLING DEPOSIT REFUND	10.90
20770	01/25/2019	SOLIS NANCY AND VARGAS FERNANDO	UTILITY BILLING CREDIT REFUND	132.70
20771	01/25/2019	TARLTON PROPERTIES LLC	UTILITY BILLING DEPOSIT REFUND	46.89
20772	01/25/2019	THAN AUNG	UTILITY BILLING CREDIT REFUND	228.77
20773	01/25/2019	VERIZON WIRELESS	CC IPADS & CITY CELL PHONE CHARGES 12/11/18-01/10/19	13,208.63
20774	01/25/2019	WEST COAST ARBORISTS, INC.	PARK TREE MAINTENANCE 10/16/18-10/31/18	15,675.00
BANK # 1 - UNION BANK GENERAL ACCOUNT TOTAL				1,813,988.50



REPORT TO CITY COUNCIL

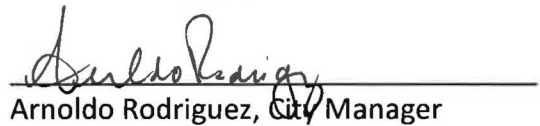
Approved by:

Council Meeting of: February 6, 2019

 FOR

John Scarborough, Interim Public Works Director

Agenda Number: ^{B-3} _____



Arnoldo Rodriguez, City Manager

SUBJECT:

Water Conservation Report for December 17th through January 20th

RECOMMENDATION:

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

SUMMARY:

This report addresses four different areas of focus:

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

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of December 17th through January 20th increased from 17.5 percent in 2017 to 33.4 percent this year. Below is the most current water conservation data.

Monthly Conservation

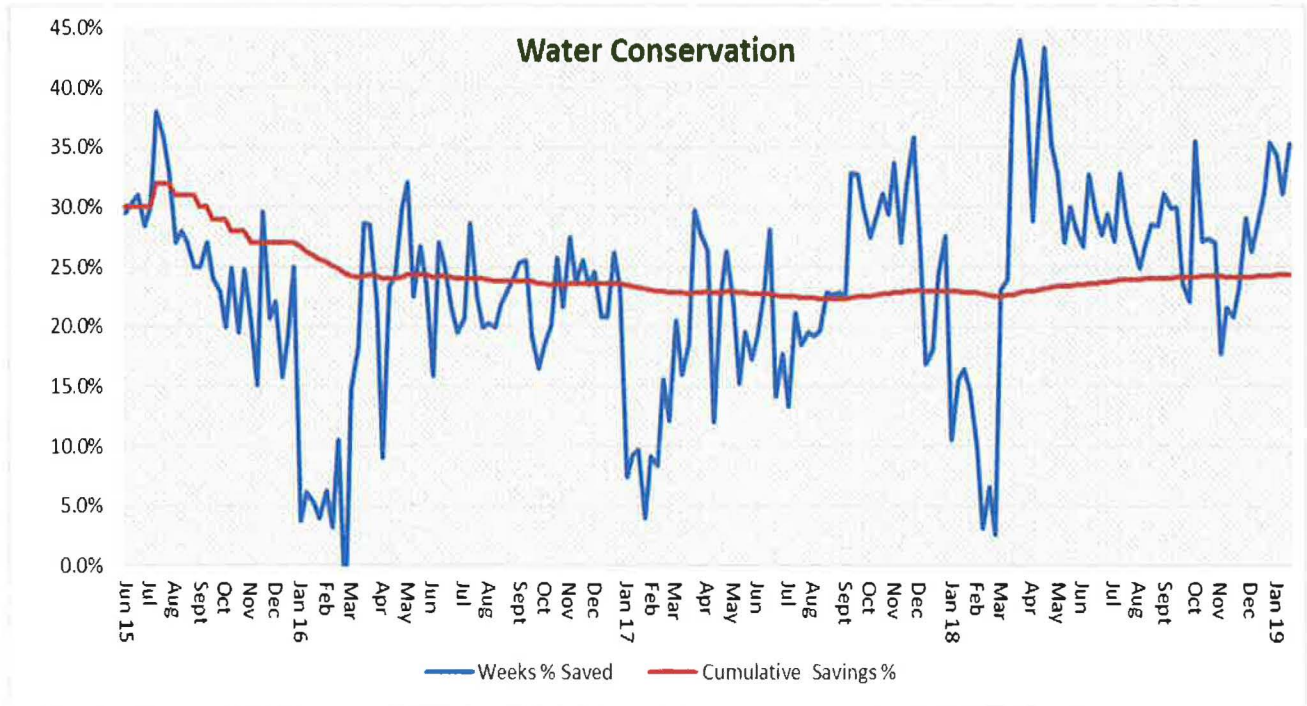
Dec. 17th
Through
Jan. 20th

33.4%

Cumulative Conservation

June 1st, 2015
Through
Jan. 20th, 2019

24.4%



Water Conservation Outreach: As part of the Division’s local outreach and education program, water conservation and rebate information presentations were made at the following events:

Conservation Outreach

Facebook and Twitter Postings
Water conservation tips and on rebate program info

January Utility Billing Newsletter
Watering schedule and article regarding rebate program

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

Enforcement			
Individual Contacts	139	1st offense (\$75)	2
Verbal Warnings	40	2nd offense (\$200)	0
Maintenance Notices	24	3rd or more offenses (\$500)	0

Water Meters: In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency, the water meter staff performed various repairs and/or meter programming at 60 properties. Customer concern investigations were conducted at 20 properties and resulted in the discovery of leaks at 5 properties, notification of need for irrigation adjustments at 5 properties and provided requested usage or other information at 10 properties.

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Status Report December 17, 2018 - January 20, 2019 - Water Production and Reserve Fire Flow Capacity

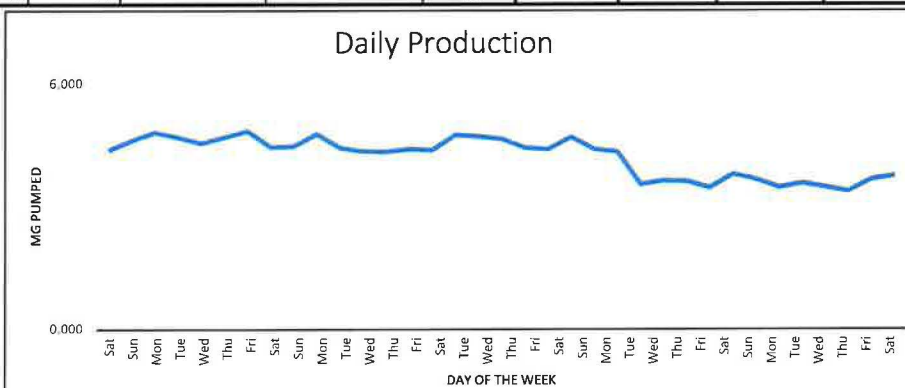
STATUS REPORT DECEMBER 17th JANUARY 20TH, 2019
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY

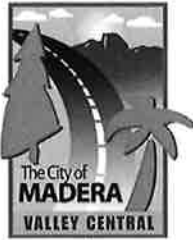
Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
12/17/2018	Sat	62	4.389	1pm-2pm	45	780,000	16	5	11	12041	Yes	Yes	Yes	Yes
12/18/2018	Sun	64	4.626	5pm-6pm	44	780,000	16	6	10	12130	Yes	Yes	Yes	Yes
12/19/2018	Mon	61	4.829	3pm-4pm	45	780,000	16	5	11	12236	Yes	Yes	Yes	Yes
12/20/2018	Tue	62	4.707	6pm-7pm	44	780,000	16	7	9	10526	Yes	Yes	Yes	Yes
12/21/2018	Wed	65	4.558	12pm-1pm	45	780,000	16	6	10	12161	Yes	Yes	Yes	Yes
12/22/2018	Thu	60	4.708	3pm-4pm	45	780,000	16	5	11	12982	Yes	Yes	Yes	Yes
12/23/2018	Fri	62	4.864	4pm-5pm	45	780,000	16	6	10	12636	Yes	Yes	Yes	Yes
12/24/2018	Sat	61	4.467	12pm-1pm	43	780,000	16	8	8	9926	Yes	Yes	Yes	Yes
12/25/2018	Sun	60	4.474	12pm-1pm	45	780,000	16	5	11	13961	Yes	Yes	Yes	Yes
12/26/2018	Mon	60	4.782	5pm-6pm	43	780,000	16	7	9	11415	Yes	Yes	Yes	Yes
12/27/2018	Tue	57	4.444	10am-11am	44	780,000	16	6	10	11036	Yes	Yes	Yes	Yes
12/28/2018	Wed	56	4.353	2pm-3pm	38	780,000	16	6	10	11415	Yes	Yes	Yes	Yes
12/29/2018	Thu	57	4.347	4pm-5pm	43	780,000	16	6	10	11346	Yes	Yes	Yes	Yes
12/30/2018	Fri	57	4.413	4pm-5pm	44	780,000	16	5	11	13146	Yes	Yes	Yes	Yes
12/31/2018	Sat	54	4.390	3pm-4pm	44	780,000	16	7	9	10215	Yes	Yes	Yes	Yes
1/1/2019	Tue	52	4.758	1pm-2pm	45	780,000	16	4	12	14036	Yes	Yes	Yes	Yes
1/2/2019	Wed	58	4.725	2pm-3pm	44	780,000	16	5	11	13126	Yes	Yes	Yes	Yes
1/3/2019	Thu	60	4.661	3pm-4pm	44	780,000	16	5	11	13055	Yes	Yes	Yes	Yes
1/4/2019	Fri	65	4.438	12pm-1pm	44	780,000	16	5	11	12236	Yes	Yes	Yes	Yes
1/5/2019	Sat	58	4.401	3pm-4pm	45	820,000	16	5	11	12236	Yes	Yes	Yes	Yes
1/6/2019	Sun	57	4.705	1pm-2pm	45	780,000	16	5	11	12236	Yes	Yes	Yes	Yes
1/7/2019	Mon	66	4.404	12pm-1pm	46	780,000	16	5	11	12236	Yes	Yes	Yes	Yes
1/8/2019	Tue	67	4.341	2pm-3pm	46	780,000	16	4	12	14036	Yes	Yes	Yes	Yes
1/9/2019	Wed	62	3.547	2pm-3pm	45	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/10/2019	Thu	57	3.631	12pm-1pm	45	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/11/2019	Fri	63	3.617	2pm-3pm	46	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/12/2019	Sat	65	3.458	6pm-7pm	45	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
1/13/2019	Sun	65	3.783	11am-12pm	45	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/14/2019	Mon	58	3.657	9pm-10pm	45	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
1/15/2019	Tue	60	3.467	9pm-10pm	45	780,000	16	4	12	13871	Yes	Yes	Yes	Yes
1/16/2019	Wed	65	3.568	5pm-6pm	45	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/17/2019	Thu	65	3.477	7pm-8pm	45	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/18/2019	Fri	65	3.369	7pm-8pm	46	780,000	16	4	12	14250	Yes	Yes	Yes	Yes
1/19/2019	Sat	67	3.661	1pm-2pm	46	780,000	16	4	12	13271	Yes	Yes	Yes	Yes
1/20/2019	Sun	67	3.746	11am-12pm	45	780,000	16	5	11	12450	Yes	Yes	Yes	Yes

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

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

19 **Total Wells**
 3 **Wells Not Available**
 #16 Being Retrofitted for Submersible Pump to Gain 500 gpm
 #20 Air intrusion
 #27 Redevelopment in process
 16 **Number of Wells Available**





REPORT TO CITY COUNCIL

[Signature]
Approved by: _____

Department Director

[Signature]
Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: _____
B-4

SUBJECT: Consideration of a Resolution Approving an Agreement with Provost & Pritchard Consulting Group in the Amount of \$20,800 for Professional Engineering Services for Water Main Replacement from Gateway Drive to Riverside Drive Under Fresno River and Consultation on nearby Water Mains and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving an agreement with Provost & Pritchard Consulting Group for the Water Main Replacement from Gateway Drive to Riverside Drive Under the Fresno River Project ("Project") and for consultation on nearby water mains ("Agreement") and authorizing the Mayor to execute the Agreement.

SUMMARY:

The Agreement with Provost & Pritchard Consulting Group is for preliminary engineering services for the replacement of a water main from Gateway Drive to Riverside Drive under the Fresno River. The Agreement also includes consultation on proposed treatment for an exposed pipeline near the D Street Bridge. Funding for the project comes from the City's Water Utility Fund. The total amount of the Agreement is \$20,800, which includes surveying, utility research and mapping, coordination with agencies having jurisdiction over the river, preparation of schematic drawing, and consultation.

DISCUSSION:

The general scope of work for the project consists of the preliminary engineering analysis of approximately 550 feet of 16-inch water main to replace an existing 16-inch water main within the Fresno River extending from Well 18 located on Gateway Drive toward Riverside Drive. A map is attached. The need to replace the line is due to the existing pipe being exposed above ground. City Staff has previously recoated the exposed segment of the main to prevent

deterioration of the pipe. Although this may temporarily prevent deterioration, the pipe is exposed and is accessible by anyone. It is reported that the pipe has been hit/nicked due to maintenance and other activities in the channel. Staff recommends the replacement of this pipe at a much lower depth.



Figure 1 – Exposed 16-Inch Water Main at the Fresno River Channel

A Request for Proposal (RFP) was circulated to 10 firms that were selected from the City's list of qualified engineering firms. None of the solicited firms submitted a proposal. General feedback indicated the scope of work was relatively small and not worth the efforts required to prepare a competitive proposal. Engineering has considered this and intends to combine future projects for larger engineering contracts. Due to a lack in response, City policy allows direct negotiation with a firm. Provost & Pritchard Consulting Group is the consulting engineer on the W 16-03 Water Main Project that included the design of new water main connections at 7 different locations. Based on their recent experience and success with City water main projects, Provost & Pritchard was contacted to gauge their interest in this project and they ultimately submitted an acceptable proposal for preliminary engineering investigations.

The engineering phase is being split into preliminary and final design engineering phases in order to fully scope the requirements of the final design phase. Permitting and utility coordination are the focus of the preliminary phase. The preliminary engineering efforts will help identify any issues that should be considered in advance of the final design. The permitting agencies potentially include:

- County of Madera
- U.S. Army Corps of Engineers
- U.S. Bureau of Reclamation

- Central Valley Flood Protection Board (CVFPB)
- California Department of Fish & Wildlife
- Union Pacific Railroad (UPRR)

Several franchise utility lines exist in the Fresno River, paralleling the UPRR Right-of-Way. The following is a list of potential utility companies that the City expects will need to be coordinated with during preliminary design of the water main replacement.

- Kinder Morgan
- AT&T
- Sprint
- CenturyLink

Provost & Pritchard was asked to include consultation services in their proposal for evaluation and recommendation regarding an exposed water main located under the bridge at D Street and Riverside Drive at the northwest portion of the bridge. Public Works staff advised that an exposed pipe fitting of the existing pipeline running parallel to the bridge had previously been tampered with at the northwest portion of the bridge. A PG&E gas line is adjacent to the water main. Treatment may include some type of protective enclosure to the existing fitting.

A full description of the proposed engineering services and fees is attached to the Agreement. After the preliminary engineering work is complete for the water main replacement, the agreement with Provost & Pritchard will be amended to include final preparation of bid documents and other services related to permitting as may be necessary.

The project is categorically exempt from CEQA under Section 15302(c) of the CEQA guidelines. A Notice of Exemption was filed with the County Clerk on September 4, 2017.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funds are programmed in the Water Utility Fund, 30203820 under W-000009 for the Project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 101.6 - This entire effort supports this strategy to ensure infrastructure can sustain population growth in the development of the General Plan.

ALTERNATIVES:

The alternative to the requested action is not moving forward with the preliminary engineering phase of the project at this time thereby delaying the project. The need for the project is discussed in this Staff Report and the impacts to delaying the project are increased risk due to continued exposure.

ATTACHMENTS:

1. Council Resolution
2. Map
3. Agreement

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP IN THE AMOUNT OF \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER MAIN REPLACEMENT FROM GATEWAY DRIVE TO RIVERSIDE DRIVE UNDER FRESNO RIVER AND CONSULTATION ON NEARBY WATER MAINS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, funding for preliminary engineering of the Water Main Replacement from Gateway Drive to Riverside Drive Under Fresno River Project ("Project") has been included in the 2018/19 Budget and 2018/2019 Capital Improvement Program; and

WHEREAS, engineering services by a professional firm is required for the preliminary investigations and engineering of the Project; and

WHEREAS, A Request for Proposal was distributed to 10 qualified engineering firms, however, none of the solicited firms provided a proposal; and

WHEREAS, Provost and Pritchard Consulting Group was selected based on their experience and knowledge of the City's Water System; and

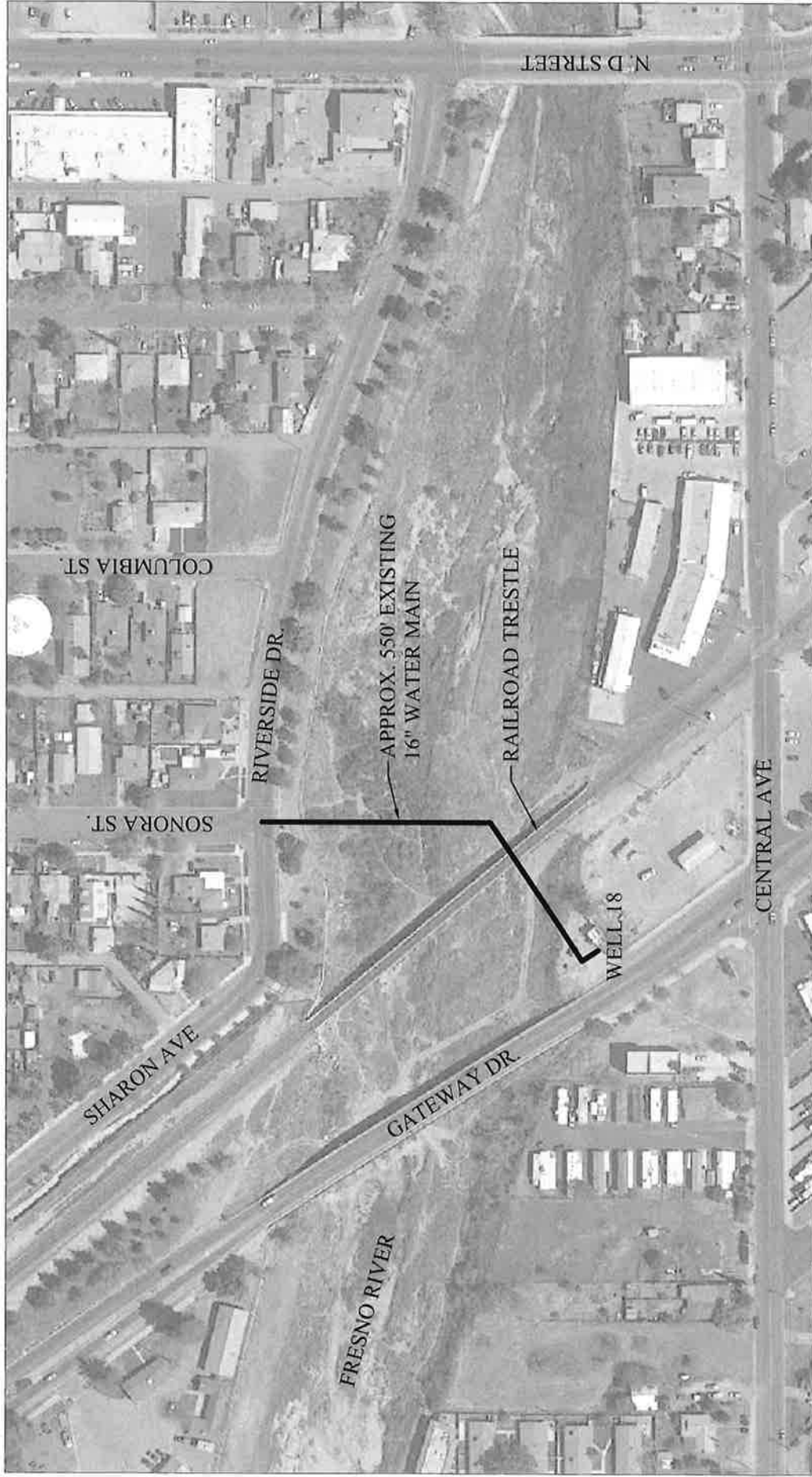
WHEREAS, Provost & Pritchard Consulting Group has the professional skills to perform the necessary services and City desires to retain Provost & Pritchard Consulting Group.

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

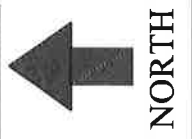
1. The above recitals are true and correct.
2. The Agreement with Provost & Pritchard Consulting Group for Professional Engineering Services in an amount not to exceed \$20,800, plus \$2,000 for Extra Services as approved by the City Engineer for the Water Main Replacement from Gateway Drive to Riverside Drive Under the Fresno River, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately.

* * * * *

PROJECT LOCATION MAP
CITY OF MADERA
Water Main Replacement from Gateway Drive to Riverside Drive
under the Fresno River



- LEGEND:**
- INDICATES APPROXIMATE EXTENTS OF EXISTING WATER LINE TO BE REPLACED (LOCATION TO BE VERIFIED DURING DESIGN)



**AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP
FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER MAIN
REPLACEMENT FROM GATEWAY DRIVE TO RIVERSIDE DRIVE UNDER
THE FRESNO RIVER**

This Agreement made and entered into this 6th day of February, 2019, between the City of Madera, a municipal corporation of the State of California, hereinafter called "**CITY**", and Provost & Pritchard Engineering Group, Inc., dba Provost & Pritchard Consulting Group, located in Fresno, CA, hereinafter called "**CONSULTANT**".

WITNESSETH

WHEREAS, CITY plans to replace the water main in the Fresno River channel alignment between Gateway Drive and Riverside Drive and address water main issues in the vicinity, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering services for the Project; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering services and is knowledgeable of the principals and practices of the industry associated with the design and construction of water main facilities; and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Proposal", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Proposal, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT A, "Proposal" is \$20,800.

CITY and CONSULTANT agree on the rates shown in EXHIBIT B, "Hourly Rate Schedule", and agree that they will remain in effect until the date of expiration of agreement indicated in Section 11. It is understood and agreed by both parties that all expenses incidental to CONSULTANT'S performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT A.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed

hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of two thousand dollars (\$2,000).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the CITY, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow CONSULTANT, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. CONSULTANT hereby waives its own right of recovery against the

CITY and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the CITY whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the CITY. In the event the CITY reuses such instruments of service, CONSULTANT shall be released and held harmless by the CITY from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT C, Project Timeline:

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 12.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31st, 2020, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;

2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

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

agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

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

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all

covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees.

CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest

and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT

Provost & Pritchard Engineering Group, Inc.
dba Provost & Pritchard Consulting Group
286 W. Cromwell Avenue, Fresno, CA 93711

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

* * * * *

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

CONSULTING FIRM

By: Matthew W Kemp
Matthew W. Kemp, RCE 66088
Vice President

942187078
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

ATTACHMENTS

**EXHIBIT A
PROPOSAL**

**EXHIBIT B
SCHEDULE OF FEES AND CHARGES**

**EXHIBIT C
PROJECT TIMELINE**



EXHIBIT A

286 W. Cromwell Avenue
Fresno, CA 93711-6162
Tel: (559) 449-2700
Fax: (559) 449-2715
www.ppeng.com

January 23, 2019

Ellen Bitter
City of Madera Engineering Department
205 W. 4th Street
Madera, CA 93637

RE: Proposal for Engineering and Land Surveying Services for City of Madera Gateway Drive Water Main Replacement under the Fresno River and "D" Street Bridge Water Main Protection

Dear Ms. Bitter:

Thank you for the opportunity to submit this proposal to provide engineering and land surveying services for the subject project. This proposal discusses our understanding of the project, recommends a scope of services together with associated fees, deliverables and approximate schedule, sets forth our assumptions and discusses other services that may be of interest as the project proceeds.

Project Understanding

Gateway Drive Water Main Replacement

The City of Madera (CITY) has an existing 16-inch water main that crosses the Fresno River between Well 18 and Riverside Drive, east of Gateway Drive and the Union Pacific Railroad (UPRR). The water main is old and the CITY would like to install a new replacement water main across the river and remove the old water main. The alignment of the existing water main is believed to run northeast from Well 18, crossing the UPRR, and then north across the Fresno River to the intersection of Riverside Drive and Sonora Street. The overall length of the water main is approximately 1,000 feet.

The CITY has requested Provost & Pritchard (CONSULTANT) to submit a proposal to provide engineering and land surveying services. The CITY and CONSULTANT attended a conference call with the United States Army Corps of Engineers (USACE) on October 20, 2017 to discuss permit requirements. The USACE cannot make a determination on the extent of permit requirements until preliminary drawings are submitted for review. The scope of services in this proposal includes topographic surveys, utility research and mapping, preliminary plan and profile drawing, and assistance with permitting agency coordination to further determine permit requirements. A separate proposal for final design, preparation of construction documents and support services during bidding and construction will be provided after all permit requirements are identified.

The CITY has identified the following agencies that may have jurisdiction over this project:

- County of Madera (the County)
- USACE

- U.S. Bureau of Reclamation (USBR)
- Central Valley Flood Protection Board (CVFPB)
- California Department of Fish & Wildlife (CDFW)
- Regional Water Quality Control Board (RWQCB)
- UPRR

It is our understanding that the CITY will be responsible for potholing and locating the existing water main in the river bed, preparing any required environmental documents and applying for and obtaining regulatory permits from agencies having jurisdiction over the project. The CONSULTANT will provide technical assistance for these tasks (as required), which will be included in a separate proposal after this initial scope of services is complete.

"D" Street Bridge Water Main Protection

The CITY has an existing water main mounted to the bottom of the "D" Street bridge crossing the Fresno River. The water main was recently vandalized and the CITY would like to install a protective cage or fence around the water main near the north bridge abutment. No protection will be installed around the water main near the south bridge abutment at this time. The scope of services in this proposal includes field reconnaissance, coordination with PG&E, and consulting to provide recommendations for a protective cage or fence around the water main near the north bridge abutment. Design is not included in the scope of services. If design services are requested, a proposal for additional services will be provided. If permits are required, the CITY will handle agency coordination and obtain any necessary permits.

Scope of Services

Our proposed scope of services for this project will be segregated into several phases, the first of which is described below.

Phase PET: Preliminary Engineering Tasks

The following services will be provided for the water main replacement under the Fresno River:

- Project Management
 - Provide regular updates to the CITY's project manager
 - Prepare monthly progress summary with invoice
 - Conduct internal quality control/quality assurance reviews
- Topographic Survey
 - Conduct right-of-way research
 - Conduct control survey to establish horizontal and vertical control for the pipe alignment
 - Recover sufficient monuments to determine existing right of way limits for the purpose of preparing design drawings.
 - Conduct site topographic design survey along the proposed pipeline alignment from Well 18 to the intersection of Riverside Drive and Sonora Drive and from Gateway Drive to approximately 100 feet east of the pipeline alignment. Surveying the top of Gateway Drive and railroad tracks over the Fresno River is not included.
 - Prepare survey base map for use in design.

- **Optional Pothole Surveying**
 - If the City potholes the water main in the riverbed, we will survey the existing water main location and depth. It is assumed that the exposed water main will be left open and each of the pothole locations can be surveyed before potholes are backfilled. A half-day has been included in the scope of services to complete pothole surveying. Our survey will require 48 hours' notice from the CITY that the water main has been exposed.

- **Utility Research and Coordination**
 - Conduct site visit and field reconnaissance
 - Send notification letters to utility companies and agencies to obtain available record information.
 - Obtain copies of record drawings of existing City facilities from the CITY.
 - Review record information provided by CITY, utility companies and other agencies.
 - Make recommendations to the City regarding potholing needs (if necessary).

- **Agency Coordination**
 - It is anticipated that the CONSULTANT will attend conference calls set up by the CITY with regulatory agencies that may have jurisdiction over the project, in an effort to identify permit requirements and design criteria. A total of four conference calls are included in the scope of services.
 - The following coordination calls are anticipated:
 - USACE (2 meetings) – Consultation call for potential 408 permit and follow up call regarding 404 permit (or exemption) after preliminary drawing has been submitted.
 - CDFW (1 meeting) – Consultation call for potential permit and/or requirements.
 - RWQCB (1 meeting) – Consultation call for potential 401 water quality certification.
 - It is assumed that no consultation calls will be required for the County, USBR, CVFPB or UPRR at this time. The CONSULTANT will work with the City to review permit requirements online for these agencies.
 - The CONSULTANT will take notes during meetings and provide notes in the form of a brief technical memorandum after all meetings are complete, including summary of online permit research. The notes will be incorporated into a brief basis of design memorandum during the next stage of design.

- **Schematic Design Drawing**
 - Complete utility base mapping, incorporate utility data into topographic survey map
 - Prepare schematic plan and profile drawing showing a proposed horizontal pipeline and vertical alignment (single plan and profile sheet on 24"x36" sheet with title block, scale: 1"=40' horizontal and 1"=4' vertical)

Assumptions:

- Monuments exist near the project area that can be covered to sufficiently setup control and control and topographic survey can be completed in one day. No permits will be required from the railroad to complete topographic survey.

- The CITY will obtain any necessary Preliminary Title Reports (PTR) for properties adjoining the Fresno River that may be required to establish the Fresno River right of way limits.
- The CITY will conduct potholing.
- Preparation of a basis of design technical memorandum is not included in the scope of services for this initial task; including preparation of an Engineer's Opinion of Probable Construction Cost.

Deliverables:

- Submit initial schematic drawing (in PDF format) to CITY for review and comment
- Revise drawing to address comments and submit PDF to the CITY for consultation with USACE. No additional revisions are included in the scope of services.

WMP: Water Main Protection

The following services will be provided for the water main protection device under the "D" Street bridge:

- Research and Consultation
 - Conduct site visit and field reconnaissance
 - Obtain copies of record drawings of existing City facilities from the CITY.
 - Review record information provided by the CITY.
 - Consult with PG&E to determine any constraints associated with the PG&E gas main mounted to the bridge, adjacent to the water main. Attend up to one (1) site meeting with PG&E.
 - Make recommendations to the City regarding potholing needs (if necessary).
 - Consult with local fabricator to provide recommendations for cages and/or fencing

Assumptions:

- Improvements will be limited to the north bridge abutment area only.
- Topographic and pothole surveying are not included in the scope of services.

Professional Fees

Provost & Pritchard Consulting Group will perform the services in this Phase on a time and materials basis, in accordance with our Standard Fee Schedule in effect at the time services are rendered. These fees will be invoiced monthly as they are accrued, and our total fees, including reimbursable expenses, will not exceed provided below without additional authorization.

Fee Estimate	
Phase	Estimated Fee
<i>Phase PET - Preliminary Engineering Tasks</i>	
Topographic Surveying	\$5,600
Pothole Surveying	\$1,600
Project Management, Utility Research/Site Visit, Utility Mapping, Schematic Drawing	\$7,800
Agency Coordination	\$3,300
Subtotal	\$18,300
<i>Phase WMP – Water Main Protection</i>	
Research and Consultation	\$2,500
Subtotal	\$2,500
Total Estimated Fee:	\$20,800

Schedule

CONSULTANT will complete the work within a mutually agreed upon schedule with the CITY.

Additional Services

The following services are not included in this proposal, however these and others can be provided at additional cost, upon request.

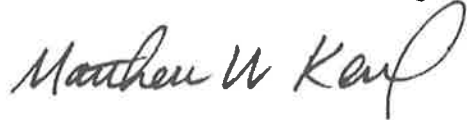
- Complete design and preparation of plans, specifications and opinion of probable construction cost.
- Topographic survey of "D" Street Bridge.
- Bidding and construction phase support services.
- Payment of plan check fees
- Prepare CEQA compliance documents
- Subcontract to a potholing contractor to verify utility locations during design
- Subcontract to a geotechnical engineer to complete a geotechnical investigation
- Structural calculations for bridge mounting
- Prepare legal descriptions for any required easement acquisition
- Prepare permit applications

Terms & Conditions

We understand that the CITY will prepare an Agreement setting forth the terms and conditions for this project. This proposal is intended to serve as the scope of services for that agreement and is valid only in association with a signed agreement.

Respectfully,

Provost & Pritchard Consulting Group



Matthew W. Kemp, PE C66088
Vice President



David McGlasson, PE 38482, PLS 6968
Principal Engineer

Terms & Conditions Accepted

By City of Madera

Signature

Printed Name

Title

Date

EXHIBIT B
PROVOST & PRITCHARD CONSULTING GROUP
STANDARD FEE SCHEDULE
Effective 1/1/2019
 (hourly rates)

This schedule supersedes previously published fee schedules as of the effective date
Multi-year contracts are subject to any subsequent changes in these rates

	<u>Fee</u>
<u>ENGINEERING STAFF:</u>	
Assistant Engineer	\$ 95.00 - \$115.00
Associate Engineer	\$120.00 - \$140.00
Senior Engineer	\$145.00 - \$175.00
Principal Engineer	\$180.00 - \$220.00
<u>SPECIALISTS:</u>	
Assistant Environmental Specialist	\$ 85.00 - \$110.00
Associate Environmental Specialist	\$117.00 - \$147.00
Senior Environmental Specialist	\$150.00 - \$175.00
Principal Environmental Specialist	\$185.00 - \$215.00
Associate GIS Specialist	\$ 95.00 - \$115.00
Senior GIS Specialist	\$120.00 - \$150.00
Assistant Geologist/Hydrogeologist	\$ 90.00 - \$105.00
Associate Geologist/Hydrogeologist	\$110.00 - \$135.00
Senior Geologist/Hydrogeologist	\$150.00 - \$180.00
Associate Water Resources Specialist	\$ 95.00 - \$115.00
Senior Water Resources Specialist	\$120.00 - \$150.00
<u>PLANNING STAFF:</u>	
Assistant Planner/CEQA-NEPA Specialist	\$ 75.00 - \$ 95.00
Associate Planner/CEQA-NEPA Specialist	\$100.00 - \$125.00
Senior Planner/CEQA-NEPA Specialist	\$140.00 - \$165.00
Principal Planner/CEQA-NEPA Specialist	\$170.00 - \$195.00
<u>TECHNICAL STAFF:</u>	
Assistant Technician	\$ 75.00 - \$ 95.00
Associate Technician	\$100.00 - \$120.00
Senior Technician	\$130.00 - \$145.00
<u>CONSTRUCTION SERVICES:</u>	
Associate Construction Manager	\$115.00 - \$135.00
Senior Construction Manager	\$140.00 - \$162.00
Principal Construction Manager	\$170.00 - \$200.00
Construction Manager Prevailing Wage ^{(1) (2)}	\$142.00 - \$167.00
<u>SUPPORT STAFF:</u>	
Administrative Assistant	\$ 65.00 - \$ 85.00
Project Administrator	\$ 73.00 - \$ 93.00
Project Manager	\$125.00
Intern	\$ 65.00
<u>SURVEYING SERVICES:</u>	
LSIT Surveyor	\$ 95.00 - \$115.00
Licensed Surveyor	\$125.00 - \$160.00
	<u>Prev. Wage (1)</u>
1 Man Survey Crew	\$165.00 \$190.00
2 Man Survey Crew	\$230.00 \$270.00
2 Man Survey Crew including LS	\$265.00 \$275.00
1 Man CORS Survey Crew	\$180.00
2 Man CORS Survey Crew	\$230.00
UAV (Drone) Services	\$205.00
(Field Work not including survey equipment billed at individual standard rate plus vehicle as appropriate)	

EXPERT WITNESS: As quoted.

TRAVEL TIME (for greater than 1 hour from employee's base office): \$80/hr (unless the individual's rate is less)

PROJECT COSTS:

Mileage	IRS value + 15%
Outside Consultants	Cost + 15%
Direct Costs	Cost + 15%

- (1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Madera, Fresno, Tulare, Kings and Kern Counties, other counties as quoted.
 (2) Overtime for Construction Services prevailing wage will be calculated at 125% of the standard prevailing wage rate.

EXHIBIT C

	2019								
	Feb	Mar	Apr	May	Jun	July	Aug	Sept	
Anticipated Notice to Proceed									
Gateway Drive Water Main Replacement									
Project Management									
Potholing (by City)									
Topographic Survey & Mapping									
Utility Research & Coordination									
Schematic Design (SD) Drawing									
City Review of SD Drawing									
Revise SD Drawing & Submit to Agencies									
Agency Review & Coordination									
"D" Street Bridge Water Main Protection									
Research and Consultation									

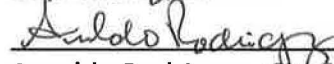


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-5

SUBJECT: Consideration of a resolution approving a \$2,600 contract with Nichols Consulting for the preparation and filing of the state mandated cost claims for the period from execution of contract until June 30, 2019 and authorizing the Mayor to sign the contract on behalf of the City.

RECOMMENDATION: Staff recommends that the City Council of the City of Madera (City) adopt the resolution approving a contract with Nichols Consulting for preparation and filing of State mandated cost claims and authorizing the Mayor to sign the Contract on behalf of the City.

SUMMARY: Each year, the City contracts with a consultant to prepare and submit its Senate Bill 90 State Mandated Cost Claims. The City has utilized Nichols Consulting for the past five years and has been satisfied with their pricing and service. Staff is recommending the City contract with them again to complete the claims related to Fiscal Year 2017/2018.

DISCUSSION: Section 6 of Article XIII B of the State Constitution requires that whenever the Legislature or any state agency mandates a new program or higher level of service on local government, the State must provide a subvention of funds to reimburse the associated costs, with certain exceptions. To implement section 6 of Article XIII B, the Legislature enacted Government Code Section 17500, under Chapter 1459, Statutes of 1984. Under Government Code section 17500, the State Controller's Office releases Claiming Instructions for SB90/State Mandated Cost Claims. Local Government Agencies have 120 days to file timely claims, and for up to a year after the deadline, a claim will be accepted as a "late" claim with a 10% penalty.

Nichols Consulting has prepared the State Mandated Cost Claims for the City for the past several years with excellent results. Nichols' proposed fee for the current agreement is a fixed fee of \$2,600 to prepare the claims, which is \$200 more than last year's contract, where the firm was able to recover over \$41,000 for the City. The Finance Department has reviewed this cost as well as considering what it would cost to have this work done by others, and finds the cost as proposed by Nichols Consulting to be both fair and reasonable. Staff would, therefore recommend approval of the resolution approving the contract with Nichols Consulting to prepare the State

Mandated Cost Claims related to Fiscal Year 2017/2018. The due date for the request to be filed is February 15, 2019.

The scope of services to be performed under this agreement includes the preparation of claims for eligible costs related to:

- Driving Under Influence (DUI) - Administrative License Suspension
- Domestic Violence Calls – Reimbursable programs include: Domestic Violence Arrest Policies and Standards, Domestic Violence Arrests and Victim Assistance
- Peace Officer Procedural Bill of Rights (POBOR) - Reimbursement is based on the number of Full-Time Sworn Officers employed by the City
- Local Government Employee Relations
- All other opportunities for which the City is able to claim eligible costs.

FINANCIAL IMPACT: The cost to prepare the claims is a fixed fee of \$2,600, and an appropriation has been set up in the Finance Departments budget under Contracted Services. These claims are expected to generate General Fund revenues of approximately \$25,000 for the City for Fiscal Year 2017/2018 expenditures as a result of these State Mandated Cost Claims. The City received \$18,657 in Fiscal Year 2016/2017 and \$41,834 in 2017/2018 through this State mandated cost reimbursement program.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Although approval of this item is not specifically addressed in the Vision or Action Plans, the requested action, resulting in financial gain to the City, will assist in achieving the Vision Statement of a Well-Planned City.

ALTERNATIVES: The City Council has the authority to approve or reject this contract with Nichols Consulting. Not approving the contract would result in the savings of approximately \$2,600 in contracted services, but would also result in the loss of budgeted revenue of approximately \$25,000 for State mandated cost claims.

ATTACHMENTS:

1. Resolution
2. Nichols Consulting Contract for Professional Services

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING A \$2,600 SPECIAL SERVICES AGREEMENT
BETWEEN THE CITY OF MADERA AND NICHOLS CONSULTING AND
AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Madera (City) is eligible to be reimbursed for certain State mandated costs in accordance with Senate Bill 90 (SB90); and

WHEREAS, the City has not submitted claims for such reimbursements for Fiscal Year 2017/2018; and

WHEREAS, the City would like to obtain consulting services for the completion and filing of SB90 State mandated cost reimbursement claims related to Fiscal Year 2017/2018; and

WHEREAS, City staff has worked with Nichols Consulting since 2013 on prior year claim filings, and Nichols Consulting has a good working knowledge of the City's eligible claims; and

WHEREAS, City staff has determined that Nichols Consulting's pricing for these services in the amount of \$2,600.00 is very reasonable; and

WHEREAS, a contract has been prepared for such services that is in the best interests of both the City and Nichols Consulting.

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

1. The above recitals are true and correct.
2. The Contract for Professional Services between the City of Madera and Nichols Consulting in an amount not to exceed \$2,600, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to execute the Contract with Nichols Consulting.
4. The resolution is effective immediately upon adoption.

Nichols Consulting

CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made and entered into this _____ day of _____ 2019, by and between the **City of Madera**, a city under the laws of the State of California (hereinafter referred to as "City") and Nichols Consulting, a sole-proprietor (hereinafter referred to as "Consultant").

RECITALS

- A. City has the authority to seek reimbursement for certain costs from the State of California pursuant to California Government Code Section 17550 et seq.
- B. City has the authority to contract for the preparation of said Claims through a designated individual or entity.
- C. Consultant is qualified to provide the service of preparing said Claims in consideration for the fees, expenses, and costs stipulated in this Contract.

Therefore, the parties to this Contract agree as follows:

I. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall review all eligible claiming opportunities and prepare all Claims whose State-imposed timely and late deadlines, for reimbursement, fall between the time of execution of this Contract and June 30, 2019. Consultant shall collect, document and process the information necessary for Consultant to file the claims on behalf of the City.
- B. Consultant will provide City with a copy of Claims and supporting documentation prepared pursuant to this Contract. The copy will be provided following the state imposed deadline for said Claims.
- C. Consultant shall implement a Claims monitoring and documentation process in the course of Consultant's duties.
- D. Consultant agrees not to exceed the amount of the fee proposal set forth in Appendix A to this Contract without prior written authorization of the City.

Fixed Fee - \$2,600

- E. Consultant will make good faith effort to file Claims in accordance with existing laws, regulations and applicable written guidelines but does not warrant the reimbursable nature or likelihood of success of reimbursement of any particular Claim.
- F. Consultant shall advise City of all official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, in order that City may fulfill its responsibilities as set forth in Section II, paragraph C of this Contract for Services.

II. CITY'S RESPONSIBILITIES

- A. City will provide Consultant with all the documents, records and information necessary to prepare Claims in a timely manner.
- B. City agrees to pay Consultant, a fee of \$2,600 for services rendered. Consultant's fee is due and payable on March 31, 2019. Consultant's fee is not-to-exceed \$2,600.00, unless approved by City in writing. The payment of Consultant fee is not dependent on the amount of Claims ultimately reimbursed by the State of California.
- C. City agrees to take that official action which is necessary under applicable federal and state constitutional provisions, state statutes and regulations, and any other applicable provisions, to perform its obligations under this Contract in a timely manner.

III. MODIFICATIONS

This Contract may be modified only by a written amendment to this Contract, executed by both parties.

IV. TERMINATION OF CONTRACT

This Contract may be terminated by mutual written consent or by either party, provided that the terminating party gives ninety (90) days written notice to the other party, without cause. Upon receipt of a Notification of Termination, Consultant shall promptly discontinue all services affected. Consultant shall provide the City with all work products completed up to the date of termination. In the event of termination, City shall reimburse Consultant for all direct service hours on work-in-process at \$125.00 per hour. However, in no event shall City be obligated to pay more than the total amount of the Contract.

V. ATTORNEY'S FEES AND COSTS

In any litigation, arbitration or other proceeding by which one party either seeks to enforce its rights under this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Contract, each party shall bear its own attorney fees, together with any costs and expenses to resolve the dispute and to enforce the final judgment.

VI. SEVERABILITY

If any term of this contract is held by a court of competent jurisdiction to be void or unenforceable, the remainder of this Contract shall remain in full force and effect and shall not be affected.

VII. NOTICES

All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope postage prepaid and deposited with an overnight delivery service or with a United States Post Office for delivery by first class and certified mail addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party.

**City of Madera
Attn: Financial Services Manager
205 West Fourth Street
Madera, CA 93637**

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

VIII. AUTHORITY

The individuals executing this Contract represent and warrant that they have the legal power and authority to this contract and to contractually bind their respective entities.

IX. GOVERNING LAW

The validity of this Contract and each of its terms and provisions, as well as the rights and duties of the parties under this Contract, shall be construed pursuant to and in accordance with the laws of the State of California.

X. INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City, and its officers, employees, and agents ("City indemnitees"), from and against any and all causes of action, claims, liabilities, obligations, judgments, or damages, including reasonable legal counsels' fees and costs of litigation ("claims"), arising out of the Contractor's performance of its obligations under this agreement or out of the operations conducted by Contractor, including the City's active or passive negligence, except for such loss or damage arising from the sole negligence or willful misconduct of the City. In the event the City indemnitees are made a party to any action, lawsuit, or other adversarial proceeding arising from Contractor's performance of this agreement, the Contractor shall provide a defense to the City indemnitees, or at the City's option, reimburse the City indemnitees their costs of defense, including reasonable legal counsels' fees, incurred in defense of such claims.

XI. INSURANCE

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

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

Fixed Fee - \$2,600

□ \$1,000,000 Professional Liability (Errors & Omissions) per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

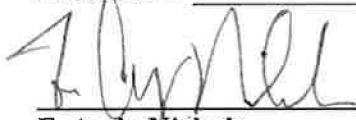
Additional Insurance

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

XII. ENTIRE AGREEMENT

This Contract, which includes the "Proposal for Contract for Professional Services" set forth as Appendix A, supersedes any and all other agreements, whether oral or in writing, between the parties with respect to the subject of this Contract. This Contract contains all of the covenants and agreements between the parties with respect to the subject of this Contract, and each party acknowledges that no representatives, inducements, promises, or agreements embodied in this Contract. No agreement, statement, or promise not contained in this Contract shall be valid or binding on the parties with respect to the subject of this Contract.

Executed at _____, California, on the day and year set forth above.


_____, President
F. Andy Nichols

**Nichols Consulting
1857 44th Street
Sacramento, CA 95819**

_____, Title _____

_____ **Print Name**

**City of Madera
205 West Fourth Street
Madera, CA 93637**

APPENDIX A

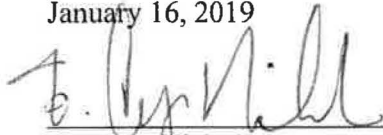
PROPOSAL FOR CONTRACT FOR SERVICES

This proposal for the **City of Madera** is to provide the services set forth under Paragraph I of the Contract for Professional Services relating to the preparation of Claims for reimbursement pursuant to California Government Code Section 17550 et seq.

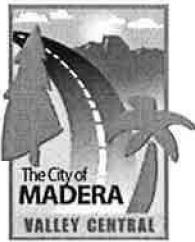
Consultant's fee shall be \$2,600.00, for claims prepared on behalf of the City beginning with the time of execution of this Contract and ending June 30, 2019. Consultant's fee is due and payable on March 31, 2019

This Proposal is **valid until February 7, 2019** unless extended in writing by Consultant.

January 16, 2019

 _____, President
F. Andy Nichols

Nichols Consulting
1857 44th Street
Sacramento, CA 95819

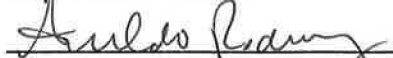


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-6

SUBJECT: CONSIDERATION OF A MINUTE ORDER ACCEPTING THE E. YOSEMITE AVENUE (SR 145) & ELM STREET TRAFFIC SIGNAL INSTALLATION, CITY PROJECT NO. TS 17-02, CDBG PROJECT NO. B17MC060053 (REBID) AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION AND AUTHORIZING THE RELEASE OF RETENTION

RECOMMENDATION:

Staff recommends that the City Council approve Minute Order approving:

1. Acceptance of the E. Yosemite Avenue (SR 145) & Elm Street Traffic Signal Installation, City Project No. TS 17-02, CDBG Project No. B17MC060053 (Rebid)
2. The recording of the Notice of Completion
3. The release of retention 35 days after recording of the Notice of Completion

SUMMARY:

The City Council (Council), at their December 20, 2017 meeting, awarded a contract to Bush Engineering, Inc. for the E. Yosemite Avenue (SR 145) & Elm Street Traffic Signal Installation, City Project No. TS 17-02, CDBG Project No. B17MC060053 (Rebid). The Contractor has substantially completed the project in accordance with the plans and specifications and as modified by approved change orders. Staff recommends that the Council accept the project.

DISCUSSION:

A final project inspection was held by the Engineering Department and CalTrans. Affected divisions within the Public Works Department also participated in the final review of the project. All parties agree the project can be recommended for acceptance by the City Council and a "Notice of Completion" recorded. The original scope of the E. Yosemite Avenue (SR 145) & Elm Street Traffic Signal Installation Project consisted of street improvements including a new traffic signal and equipment, street lighting, electrical system, detection loops, pedestrian facilities, median island modifications, asphalt concrete paving and slurry seal.

During the project construction phase, the City, in collaboration with CalTrans, made some design adjustments to install the traffic signal equipment along the north side of E. Yosemite

Avenue in the ultimate location in the anticipation of a future widening of the westbound lanes. This caused changes to the original contract which resulted in a change order that was covered by the project contingency.

The original contract amount was \$516,310. Four Contract Change Orders were processed for work added/deleted to the project. Significant contract adjustments are noted below.

- Change Order #1
 - Added 127 calendar days to the contract time to compensate for long lead times for traffic signal equipment
- Change Order #2
 - Increased bid item quantities for items needed to extend the limits of the improvements to install the traffic signal equipment in the ultimate location
- Change Order #3
 - Additional cost for a new 45-foot signal mast arm, grading modifications, additional staking, and additional demolition limits to accommodate the traffic signal equipment in the ultimate location
 - Paid for the repair of un-identified water laterals that were damaged
- Change Order #4
 - Additional cost to install thermoplastic striping at the cross-walks and the limit line
 - Credit for signal equipment that was not used for this project
 - Credit for deducted bid item quantities from items that were below the expected contract quantities

The total amount of the Change Orders resulted in a net increase to the contract of \$37,291.09, increasing the cost of the project to \$553,601.09. This is within the allowable project contingency which was 10 percent.

FINANCIAL IMPACT:

Funding for the project was programmed in FY 2017/18 including CDBG funding in Org number 102180200 and Traffic Signal Development Impact Fee funding in Org number 40970000. Construction of this project had no financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The presented capital improvement project supports:

Strategy 121.8 – Upgrade the City's street system.

Strategy 120.0 – Create safe streets.

Strategy 126.6 – Reconstruct existing streets to install sidewalk and ADA ramps.

Strategy 126 – Provide safe, clean and attractive streets.

ALTERNATIVES:

If Council does not accept the completion of this project, then City Staff may need to invest additional time and efforts to address any concerns presented by the Council. A prolonged project completion time translates to additional project administration dollars.

ATTACHMENTS:

1. Location Map
2. Notice of Completion

ATTACHMENT NO. 1

YOSEMITE AVENUE AND ELM STREET TRAFFIC SIGNAL INSTALLATION

LOCATION MAP



ATTACHMENT NO. 2

RECORDING REQUESTED BY:
CITY OF MADERA

AND WHEN RECORDED MAIL TO:
CITY OF MADERA – CITY CLERK
205 W. 4TH STREET
MADERA, CA 93637

SPACE ABOVE THIS LINE FOR RECORDER'S USE
FEE WAIVED PER SECTION 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

NOTICE OF COMPLETION
Corporation

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is owner of the interest or estate stated below in the property hereinafter described,
2. The full name of the undersigned is City of Madera
3. The full address of the undersigned is 205 West 4th Street; Madera, CA 93637
4. The nature of the title of the undersigned is: In fee Public Improvements
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on December 20, 2018
7. The name of the original contractor, if any, for such work of improvement was Bush Engineering Inc.
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES

ADDRESSES

N/A

(Complete where undersigned is successor to owner who caused improvement to be constructed)

9. The property on which said work of improvement was completed is in the City of Madera
County of Madera, State of California, and is described as follows:

**E. YOSEMITE AVENUE (SR 145) & ELM STREET TRAFFIC SIGNAL INSTALLATION, CITY PROJECT
NO. TS 17-02, CDBG PROJECT NO. B17MC060053 (REBID)**

10. The street address of said property is Madera City Limits
(If no street address has been officially assigned, insert "none".)

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E
City Engineer

E. YOSEMITE AVENUE (SR 145) & ELM STREET TRAFFIC SIGNAL INSTALLATION, CITY PROJECT NO. TS 17-02, CDBG PROJECT NO. B17MC060053 (REBID)

STATE OF CALIFORNIA
County of Madera

Keith Brent Helmuth, being duly sworn says: That he is the City Engineer of the City of Madera, The corporation that executed the foregoing notice as owner of the aforesaid interest or estate in the property therein described; that he makes this verification on behalf of said corporation; That he has read said notice and knows the contents thereof, and that the facts therein stated are true:

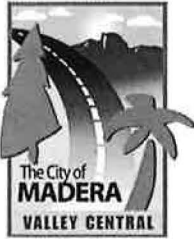
Signature of Officer: _____

The notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Madera

Subscribed and sworn to (or affirmed) before me on this _____ day of February, 2019, by Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

_____(Seal)
Sonia Alvarez, City Clerk



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-7

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.

SUMMARY:

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

DISCUSSION:

The Civil Service Commission met January 8, 2019 and approved the following eligibility lists:

- Public Safety Dispatcher
- Police Officer Trainee

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

Name	Position	Department	Effective Date
Elizabeth Martinez Lopez	Program Leader I	Parks & Community Services	1/11/19
Juan Zapata	Park Aide	Parks & Community Services	1/14/19

The following employees were promoted or transferred since our last report.

Name	Former Position	New Position	Effective Date
Elizabeth Ruiz	Office Assistant, Parks & Community Services	Administrative Assistant, Parks & Community Services	1/5/19

The following employees separated from employment since our last report.

Name	Position	Department	Effective Date
Mark Qualls	Combination Building Inspector	Building	12/28/18
Mark Etheridge	Business Manager	Parks & Community Services	12/30/18
Gema Chavez	Part Time Accounting Technician	Finance – Utility Billing	1/1/19
Mark Abraham	Police Officer I	Police Department	1/4/19
Christopher O’Haro	Public Works Maintenance Worker I	Public Works – Water Conservation	1/18/19

FINANCIAL IMPACT:

Funding for positions and employees to fill those positions is contemplated annually by the City 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:

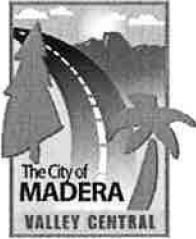
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-8

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING FIRST AMENDMENT TO LETTER OF UNDERSTANDING DATED MAY 17, 2018 WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE PURCHASE OF FOUR PARCELS OF REAL PROPERTY AND ONE EASEMENT FOR THE OLIVE AVENUE RECONSTRUCTION PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, ACCEPTANCE OF RELEASE AND QUITCLAIM OF EASEMENT, ACCEPTANCE OF QUITCLAIM DEEDS FOR FIVE PARCELS OF REAL PROPERTY, AUTHORIZING THE CITY CLERK TO CERTIFY AND RECORD THE QUITCLAIM EASEMENT AND QUITCLAIM DEEDS AND APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RECOMMENDATION:

That City Council approve a Resolution:

1. Approving the First Amendment to Letter of Understand for the Purchase of Real Property and acceptance of Release and Quitclaim of Easement, Quitclaim Deeds and Assignment and Assumption Agreement.
2. Authorizing the Mayor to execute the First Amendment to Letter of Understanding.
3. Authorizing the Mayor to execute the Assignment and Assumption Agreement.
4. Authorizing City Clerk to Certify the Quitclaim Deeds and the Release and Quitclaim Easement and cause them to be recorded with the Madera County Recorder.

SUMMARY:

The Letter of Understanding (LOU) needs to be amended as staff was were unable to complete the land acquisition by October 31, 2018 as specified in the original document. The acquisition of real property from the Union Pacific Railroad Company (UPRR) consists of portions of unimproved vacant land from three large parcels for street right of way and for severance, the total acquisition of one small parcel and an existing easement. Also, required by UPRR is the acceptance of the assignment and assumption of leases and licenses to the extent they may affect the real property and the tenant agreement with existing lessee who owns a storage building on the small parcel. The adopted Fiscal Year (FY) 2018/19 Budget includes \$735,000 of Regional Surface Transportation Program (RSTP) funds for right of way acquisition and construction.

DISCUSSION:

The format of the sales process in the LOU is seller control oriented instead of our normal City/buyer controlled right of way acquisition agreement. The purchase of the right of way will only become effective after the City provides the documents and information requested by UPRR. The original LOU required closing and payment be completed on or before October 31, 2018. City's submittal and UPRR's review of the documents were not able to be completed by October 31, 2018. Therefore, UPRR has prepared the First Amendment to the Letter of Understanding and is attached hereto.

The requested documents included a survey of the property and legal descriptions of the sale area. These items were completed, reviewed and approved by UPRR engineering staff. Additional effort was required by UPRR to format the documents to meet their requirements and for review by their legal staff. The final area of the property for sale is 31,266 square feet. The value of the property is \$6.50 per square feet as noted in the Letter of Understanding dated May 17, 2018. This value is the same as the appraised value of land acquired by the city from other parcels along Olive Avenue. Therefore, the final cost is \$203,299.

Also, the preparation of additional documents to address a lease with a tenant on one of the parcels was necessary. UPRR requires the City to accept the Lease Agreement with the tenant and become the lessor of the agreement.

The land acquisition from UPRR for the widening of Olive Avenue is consistent with the Official Plan Line (OPC) for an Arterial Street having a 100 foot right of way width. In addition to the purchase of land for street right of way, UPRR property will be purchased to replace land taken for street right of way from one parcel to restore their lost operational land and eliminate severance costs. An aerial photo showing the property to be acquired is included an attachment in addition to one with in the Quitclaim Deed Exhibit attached hereto. The Quit Claim Deed attachment also includes the legal descriptions for the following parcels:

Parcel No. 1 acquisition is a small corner of vacant land of a parcel at the E Street and Fourteenth Street intersection consisting of 881 sq. ft.

Parcel No. 2 acquisition is a triangular parcel of 12,095 sq. ft. that requires the acquisition of the entire parcel as the remainder property after the take for street right of way will be unusable for any purpose by the UPRR. The existing tenant owned storage building on this parcel will need to be removed to construct the street. Relocation assistance will be provided to the tenant.

Parcel No. 3 acquisition consists of vacant land for street right of way and vacant land for the existing City water well site to maintain access and operational functions. The land area to be acquired is 4,232 sq. ft.

Parcel No. 4 acquisition consists of vacant land for street right of way and vacant land for the adjacent parcel to replace the occupied land taken for street right of way. This replacement land will replace the land taken for customer parking and propane dispensary service. The land area to be acquired is 10,648 sq. ft.

Parcel No. 5 acquisition consists of an existing UPRR 15 feet wide access easement upon the City's water well site that encumbers the use of the property and is needed to replace the land taken for street right of way. The land area is 1,366 sq. ft.

UPRR also requires the execution of a Release and Quitclaim of Easement document for Parcel No. 5 listed above and the Release and Quitclaim of Easement Exhibit is attached hereto.

UPRR has prepared an Assignment and Assumption Agreement whereby UPRR assigns and transfers to the City of Madera all of UPRR's rights, title, and interest in and to the leases and licenses to the extent the licenses affect the real property as described in Parcels 1, 2, 3, and 4 above and a Lease of Property (Industrial Lease to Lessee) for the operation and maintenance of Lessee owned building for storage of non-hazardous materials only and for no other purpose. The Assignment and Assumption Agreement Exhibit is attached hereto.

The building on Parcel No. 2 will need to be removed to construct the Olive Avenue widening improvements. City staff and the City's Relocation Agent have been in contact with the owners of the building and relocation assistance will be available to them.

The project will consist of widening and reconstructing Olive Avenue between Gateway Drive and Roosevelt Street to Arterial Street Standards with four travel lanes and completing the arterial street standard improvements on Olive Avenue between Roosevelt Street and Knox Street. The Project will include new UPRR crossing protection and signal, installation of traffic signals at the Roosevelt Street and Knox Street intersections. The project also includes street widening improvements to meet Collector Street Standards on Knox Street between Neplus Way and Olive Avenue.

In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback 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 adopted based on an Initial Study in conformance with the California Environmental Quality Act (CEQA). On November 10, 2015, the City of Madera Planning Commission approved an Addendum to the Mitigated Negative Declaration for the Adoption of the East Olive Plan Line to include Olive Avenue between Gateway Drive and Knox Street. The approval of the addendum was based on an analysis of the proposed project within the Environmental Assessment, Initial Study and Mitigated Negative Declaration prepared by staff pursuant to the CEQA Section 15164.

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the right of way and construction costs for the Project. Regional Surface Transportation Program Federal Exchange funds included in the adopted FY 2018/19 City Budget, will be used to purchase the right-of-way.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126 - This project supports this strategy for providing clean, attractive streets that are safe and aesthetically pleasing. The requested action is for improvement of infrastructure and is not in conflict with any of the actions or goals contained in the plan.

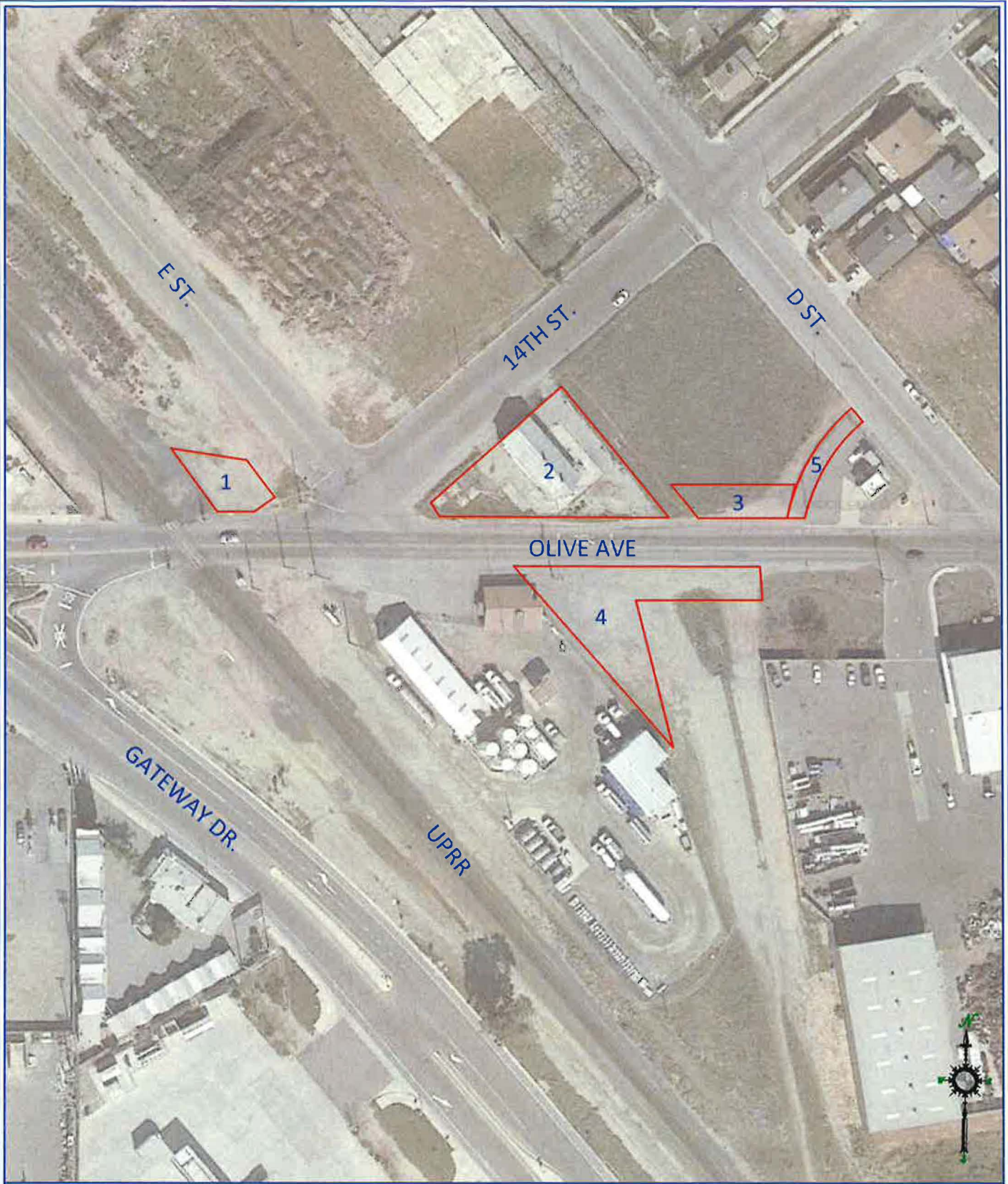
ALTERNATIVES:

While the project design and right acquisition is consistent with the General Plan and Official Plan Line, Council has the prerogative to consider other alternatives that include amending or canceling the agreement. Such changes might result in delay of the project or inability move it forward without acquisitions included in this action.

ATTACHMENTS:

1. Aerial Exhibit
2. Resolution
3. Assignment and Assumption Agreement
4. First Amendment to Letter of Understanding Dated May 17, 2018
5. Quitclaim Deed
6. Release and Quitclaim of Easement

ATTACHMENT 1



PROPERTY TO BE ACQUIRED

ATTACHMENT 2

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FIRST AMENDMENT TO LETTER OF UNDERSTANDING DATED MAY 17, 2018 WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE PURCHASE OF FOUR PARCELS OF REAL PROPERTY AND ONE EASEMENT FOR THE OLIVE AVENUE, BETWEEN GATEWAY DRIVE AND KNOX STREET, WIDENING AND RECONSTRUCTION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, ACCEPTANCE OF RELEASE AND QUITCLAIM EASEMENT, ACCEPTANCE OF QUITCLAIM DEEDS FOR FIVE PARCELS OF REAL PROPERTY, AUTHORIZING THE CITY CLERK TO CERTIFY AND RECORD THE QUITCLAIM EASEMENT AND QUITCLAIM DEEDS AND APPROVING ASSIGNMENT AND ASSUMPTION AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City has approved the Olive Avenue, Gateway Drive to Knox Street, Widening and Reconstruction Project, (the Project); and

WHEREAS, the acquisition of real property for right of way is necessary for the Project; and

WHEREAS, the UPRR has prepared their standard Letter of Understanding for sale of real property with a sales price of \$203,229.00 for the proposed real property to be acquired based on a cost of \$6.50 per square foot; and

WHEREAS, the five parcels of property to be acquired is more specifically described in the legal descriptions attached to the Quitclaim Deed and Quitclaim Easement; and

WHEREAS, In April 1996, the City of Madera adopted a Mitigated Negative Declaration for the East Olive Plan Line and Building Setback 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 adopted 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 foot right of way arterial standard was approved by the Madera Planning Commission of November 10, 2015; and

WHEREAS, the Amendment to Letter Agreement, easement and quitclaim deeds and Assignment and assumption Agreement has been submitted to City Council for consideration and they are on file in the office of the City Clerk.

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 First Amendment to Letter of Understanding Dated May 17,2018, acceptance of Quitclaim Deed, acceptance of Release and Quitclaim Easement and acceptance of Assignment and Assumption Agreement, copies of which are on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the First Amendment to Letter of Understanding and Assignment and Assumption Agreement.
4. The City Clerk is authorized to certify the Quitclaim Deed and the Release and Quitclaim Easement and cause them to be recorded with the Madera County Recorder.
5. The Finance Director is authorized to prepare the required payments for the acquisition of the interest in the parcels of land using Regional Surface Transportation Program funds.
6. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 3

ASSIGNMENT AND ASSUMPTION AGREEMENT

FOR VALUE RECEIVED, UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Assignor"), ASSIGNS AND TRANSFERS to THE CITY OF MADERA ("Assignee"), its successors and assigns, all of Assignor's right, title and interest in and to the leases and licenses (collectively, "Licenses") to the extent the Licenses affect the real property ("Property") described on Exhibit A, which Licenses are listed on Exhibit B.

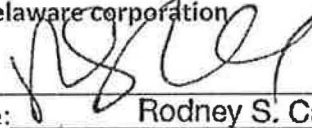
Assignee agrees to (a) perform all of the obligations of Assignor pursuant to the Licenses as they relate to the Property accruing on and after the date hereof, and (b) indemnify, defend and hold Assignor harmless from and against any and all claims, causes of actions and expenses (including reasonable attorney's fees) incurred by Assignor and arising out of (1) Assignee's failure to comply with terms of the Licenses as they relate to the Property on and after the date hereof, or (2) claims under the Licenses as they relate to the Property by the licensees named in the Licenses accruing on and after the date hereof.

This assignment is made and accepted without recourse against Assignor as to the performance by any party under such Licenses.

All exhibits attached to this Agreement are incorporated herein for all purposes.

Dated the ____ day of _____, 2019.

UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation

By: 
Title: Rodney S. Carroll
General Director - Real Estate

CITY OF MADERA

By: _____
Title: _____

Union Pacific Railroad Company
Exhibit A
LEGAL DESCRIPTION

Sale Parcels

SBE 872-20-SU, Owner: Union Pacific Railroad

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W Along the south line of said Section 19, a distance of 1093.40 feet, to the point of Intersection of said section line with the northeasterly right-of-way line of the Union Pacific Railroad; thence N39° 53' 19"W, a distance of 39.63 feet, to the Intersection of the north right-of-way line of Olive Avenue with the northeasterly Right-of-way line of the Union Pacific Railroad, being THE TRUE POINT OF BEGINNING;

Thence N39° 53' 19"W, along said railroad right-of-way line, a distance of 67.37 feet; thence S89° 05' 19"E, parallel with, and 81.00 feet distant from the south line of said Section 19, a distance of 66.05 feet to a point on the southwesterly right-of-way line of 'E' Street; thence southeasterly, along said 'E' Street right-of-way line, S39° 53' 19"E, a distance of 39.84 feet to a point on the northwesterly right-of-way line of 14th Street; thence S50° 17' 31"W, a distance of 32.01 feet to a point on the north right-of-way line of Olive Avenue; thence, along said Olive Avenue right-of-way line, N89° 05' 19"W, a distance of 23.76 feet to THE TRUE POINT OF BEGINNING.

Containing 2,928 square feet, more or less.

APN 011-182-001

APN 011-201-002, Owner UPRR

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, and map of Sierra Vista Homes Subdivision, Volume 46, Page 58, both of Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 921.65 feet, to the point of intersection of said section line with the prolongation of the northeast right-of-way line of 'E' Street; thence N39° 53' 19"W, a distance of 39.68 feet, to the intersection of the north right-of-way line of Olive Avenue with the northeast right-of-way line of 'E' Street, being THE TRUE POINT OF BEGINNING;

Thence N39° 53' 19"W, along said 'E' Street right-of-way line, a distance of 16.33 feet to a point of intersection with the southeast right-of-way line of 14th Street; thence along said 14th Street right-of-way line N50° 17' 31"E, a distance of 150.00 feet to a point on the southwest right-of-way line of an

alley; thence S39° 42' 29"E, along said alley right-of-way line, a distance of 144.94 feet to a point on the north right-of-way line of Olive Avenue; thence, along said Olive Avenue right-of-way line, N89° 05' 19"W, a distance of 197.58 feet to THE TRUE POINT OF BEGINNING.

Containing 12,092 square feet, more or less.

APN 011-201-002

APN 011-300-002, Owner Union Pacific Railroad

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded April 17, 1986, in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence N89° 05' 19"W, along the north line of said Section 30, a distance of 667.30 feet; thence S0° 54' 41"W, at a right angle to said section line, a distance of 15.00 feet, to a point on the south right-of-way line of Olive Avenue, which is the northeast property corner of parcel APN 011-300-002, being THE TRUE POINT OF BEGINNING;

Thence S9° 03' 03"E, along the east boundary of said parcel, a distance of 28.56 feet; thence N86° 38' 47"W, a distance of 108.08 feet; thence S9° 03' 03"E, a distance of 129.83 feet to a point on the west boundary of said parcel; thence N39° 53' 19"W, along said west boundary, a distance of 200.00 feet to a point on the south right-of-way line of Olive Avenue; thence S89° 05' 19"E, along said right-of-way line, a distance of 211.27 feet to THE TRUE POINT OF BEGINNING.

Containing 10,648 square feet, more or less.

APN 011-300-002

APN 011-201-001, Owner: UPRR

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and the map of Sierra Vista Homes subdivision, Book 46, Page 58, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 446.13 feet, to the point of intersection of said line with the centerline of the 'D' Street right-of-way; thence, along said 'D' Street centerline N39° 52' 58"W, a distance of 39.63 feet; thence N89° 05' 19"W, a distance of 52.84 feet to the southeast corner of Block 43 of said Lankershim Addition; thence, along the south line of said Block 43, N89° 05' 19"W, a distance of 122.60 feet, to THE TRUE POINT OF BEGINNING;

Thence, along the south line of said Block 43, being also the north right-of-way line of Olive Avenue, N89° 05' 19"W, a distance of 76.21 feet, to the intersection with the northeast right-of-way line of an alley; thence, along said alley right-of-way, N39° 42' 29"W, a distance of 35.96 feet; thence along a non-tangent curve, concave to the south, having a radius of 5011.00 feet, through a central angle of 1° 16' 38" (tangent to said curve at last mentioned point bears S89° 04' 79"E, and the chord of said curve bears S87° 43' 48"E, 111.70 feet), through an arc length of 111.70 feet; thence N0° 54' 42"E, a distance of 79.48 feet; thence N50° 17' 31"E, a distance of 15.67 feet, to a point on the southwest right-of-way line of 'D' Street; thence, along said 'D' Street right-of-way line, S39° 53' 31"E, a distance of 41.02 feet, to a point on a non-tangent curve, concave to the southeast, having a radius of 382.25 feet, through a central angle of 14° 39' 04" (tangent to said curve at last mentioned point bears S39° 36' 47"W, and the chord of said curve bears S32° 17' 15"W, 97.48 feet), through an arc length of 97.75 feet to THE TRUE POINT OF BEGINNING.

Containing 4,232 square feet.

APN 011-201-001

Union Pacific Railroad Company
Real Estate Department, Omaha, NE
Date 11-27-2018
Fld. No. 01633-17
RRM

Exhibit 'B'
Union Pacific Railroad Company
Agreements to be Assigned
Sale Folder 1633-17

AUDIT	FOLDER	PARTY NAME	PURPOSE	COUNTY	CITY	ST	SUBDIVISION	MP START	MP END	ANNUAL AMT	DISPOSITION	CONTAINED
251049	2091-89	Scott and Melissa Chase	Lease: Industrial	Madera	MADERA	CA	Fresno	184	0	\$0.00	Assigned	Totally

ATTACHMENT 4

**FIRST AMENDMENT TO LETTER OF UNDERSTANDING
DATED MAY 17, 2018**

THIS FIRST AMENDMENT TO THAT CERTAIN LETTER OF UNDERSTANDING DATED MAY 17, 2018 (hereinafter to be referred to as the "First Amendment") is made and entered as of the _____ day of _____, 201____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Seller") and **CITY OF MADERA**, ("Buyer").

WHEREAS, Buyer and Seller have heretofore entered into that certain Letter of Understanding dated May 17, 2018 (hereinafter, the "Initial LOU") in connection with Buyer's proposed purchase of Seller's real estate situated in Madera, Madera County, California, as more particularly described therein and herein, (the "Property"); and

WHEREAS, Seller and Buyer wish to enter into this First Amendment to modify the Initial LOU as hereinafter set forth.

NOW, THEREFORE, it is agreed between Seller and Buyer as follows:

1. Article 8. A. shall be amended to read as follows:

"Closing will occur on or before February 25, 2019 ("Closing Date"). The Closing will be deemed to occur upon payment of the Sale Price by cashier's or certified check, and delivery of the deed. All Closing costs, including transfer taxes and excise taxes, will be paid by Buyer."

2. This First Amendment is supplemental to the Initial LOU and nothing herein contained shall be construed as amending or modifying the same, except as herein specifically provided.

IN WITNESS WHEREOF, Seller and Buyer have each duly executed this First Amendment as of the date first herein written.

SELLER:

UNION PACIFIC RAILROAD COMPANY

By: _____


Rodney S. Carroll

Title: General Director - Real Estate :

BUYER:

CITY OF MADERA

By: _____

Title: _____

ATTACHMENT 5

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Madera
205 W. Fourth Street
Madera, California 93637

MAIL TAX STATEMENTS TO:

City of Madera
205 W. Fourth Street
Madera, California 93637

(Space Above for Recorder's Use Only)

APN _____

No Documentary Transfer Tax
applicable on this instrument, which
is a Release and Quitclaim to a public entity.

1633-17

QUITCLAIM DEED

UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (formerly known as Southern Pacific Transportation Company, a Delaware corporation, successor in interest through merger with Southern Pacific Company, a Delaware corporation) ("Grantor"), in consideration of the sum of Ten Dollars (\$10.00), and other valuable consideration to it duly paid, the receipt whereof is hereby acknowledged, does hereby REMISE, RELEASE and forever QUITCLAIM unto **CITY OF MADERA**, a California municipal corporation, whose address is 205 W. Fourth Street, Madera, California 93637 ("Grantee"), and unto its successors and assigns forever, all of Grantor's right, title, interest, estate, claim and demand, both at law and in equity, of, in, and to the real estate (the "Property") situated in the City and County of Madera, State of California, described in **Exhibit A**, attached hereto and made a part hereof.

EXCEPTING FROM THIS QUITCLAIM AND RESERVING UNTO GRANTOR, its successors and assigns, forever, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantee, its successors or assigns.

The Property is quitclaimed by Grantor subject to the following covenants, conditions and restrictions which Grantee, by the acceptance of this Quitclaim Deed, covenants for itself, its successors and assigns, faithfully to keep, observe and perform:

Restriction on Use. The Property must not be used for (i) residential, (ii) lodgings or accommodations (including, without limitation, hotels, motels, boarding houses, dormitories, hospitals, nursing homes, or retirement centers), or (iii) educational or child-care facilities (including, without limitation, schools, kindergartens or day-care centers).

The foregoing and following covenants, conditions and restrictions shall run with the Property, and a breach of the foregoing and following covenants, conditions and restrictions, or the continuance thereof, may, at the option of Grantor, its successors or assigns, be enjoined, abated or remedied by appropriate proceedings.

Environmental Covenants:

(a) "As Is" Sale. Grantee, for itself, its successors and assigns, including any successor owner of any interest in the Property, acknowledges and agrees that the Property has been sold and quitclaimed by Grantor in an "AS IS" condition, with all faults, and Grantee acknowledges that the Property may have been used for railroad and/or industrial purposes, among other uses. Grantor does not make any representations or warranties of any kind whatsoever, either express or implied, with respect to the Property; in particular, without limitation, Grantor makes no representations or warranties with respect to the use, condition, title, occupation or management of the Property, or compliance with applicable statutes, laws, codes, ordinances, regulations, requirements (collectively, "Condition of the Property"). Grantee acknowledges and agrees that the Property has been sold and quitclaimed on the basis of Grantee's own independent investigation of the physical and environmental conditions of the Property. Grantee assumes the risk that adverse physical and environmental conditions may not have been revealed by its investigation.

(b) Release and Indemnity. GRANTEE, FOR ITS ITSELF, ITS SUCCESSORS AND ASSIGNS, INCLUDING ANY SUCCESSOR OWNER OF ANY INTEREST IN THE PROPERTY, HEREBY RELEASES GRANTOR, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFIES, DEFENDS AND SAVES HARMLESS GRANTOR, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEYS' FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR

MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING WILL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF GRANTOR, ITS AFFILIATES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS. WITH RESPECT TO THE FOREGOING, GRANTEE EXPRESSLY WAIVES THE BENEFITS AND PROTECTIONS OF SECTION 1542 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA, WHICH READS AS FOLLOWS:

1542. Certain Claims Not Affected by General Release.

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

(Remainder of page intentionally left blank.)

EXHIBIT A

**LEGAL DESCRIPTION OF THE PROPERTY
(TO BE ATTACHED)**

Union Pacific Railroad Company
Exhibit A
LEGAL DESCRIPTION

Sale Parcels

SBE 872-20-SU, Owner: Union Pacific Railroad

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W Along the south line of said Section 19, a distance of 1093.40 feet, to the point of Intersection of said section line with the northeasterly right-of-way line of the Union Pacific Railroad; thence N39° 53' 19"W, a distance of 39.63 feet, to the Intersection of the north right-of-way line of Olive Avenue with the northeasterly Right-of-way line of the Union Pacific Railroad, being THE TRUE POINT OF BEGINNING;

Thence N39° 53' 19"W, along said railroad right-of-way line, a distance of 67.37 feet; thence S89° 05' 19"E, parallel with, and 81.00 feet distant from the south line of said Section 19, a distance of 66.05 feet to a point on the southwesterly right-of-way line of 'E' Street; thence southeasterly, along said 'E' Street right-of-way line, S39° 53' 19"E, a distance of 39.84 feet to a point on the northwesterly right-of-way line of 14th Street; thence S50° 17' 31"W, a distance of 32.01 feet to a point on the north right-of-way line of Olive Avenue; thence, along said Olive Avenue right-of-way line, N89° 05' 19"W, a distance of 23.76 feet to THE TRUE POINT OF BEGINNING.

Containing 2,928 square feet, more or less.

APN 011-182-001

APN 011-201-002, Owner UPRR

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and Record of Survey, Book 46, Page 106, and map of Sierra Vista Homes Subdivision, Volume 46, Page 58, both of Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 921.65 feet, to the point of intersection of said section line with the prolongation of the northeast right-of-way line of 'E' Street; thence N39° 53' 19"W, a distance of 39.68 feet, to the intersection of the north right-of-way line of Olive Avenue with the northeast right-of-way line of 'E' Street, being THE TRUE POINT OF BEGINNING;

Thence N39° 53' 19"W, along said 'E' Street right-of-way line, a distance of 16.33 feet to a point of intersection with the southeast right-of-way line of 14th Street; thence along said 14th Street right-of-way line N50° 17' 31"E, a distance of 150.00 feet to a point on the southwest right-of-way line of an

alley; thence S39° 42' 29"E, along said alley right-of-way line, a distance of 144.94 feet to a point on the north right-of-way line of Olive Avenue; thence, along said Olive Avenue right-of-way line, N89° 05' 19"W, a distance of 197.58 feet to THE TRUE POINT OF BEGINNING.

Containing 12,092 square feet, more or less.

APN 011-201-002

APN 011-300-002, Owner Union Pacific Railroad

All that portion of the northeast quarter of the northwest quarter of Section 30, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to Record of Survey, recorded April 17, 1986, in Book 32, Page 20, Madera County Records, being more particularly described as follows:

Commencing at the north quarter corner of said Section 30; thence N89° 05' 19"W, along the north line of said Section 30, a distance of 667.30 feet; thence 50° 54' 41"W, at a right angle to said section line, a distance of 15.00 feet, to a point on the south right-of-way line of Olive Avenue, which is the northeast property corner of parcel APN 011-300-002, being THE TRUE POINT OF BEGINNING;

Thence S9° 03' 03"E, along the east boundary of said parcel, a distance of 28.56 feet; thence N86° 38' 47"W, a distance of 108.08 feet; thence S9° 03' 03"E, a distance of 129.83 feet to a point on the west boundary of said parcel; thence N39° 53' 19"W, along said west boundary, a distance of 200.00 feet to a point on the south right-of-way line of Olive Avenue; thence S89° 05' 19"E, along said right-of-way line, a distance of 211.27 feet to THE TRUE POINT OF BEGINNING.

Containing 10,648 square feet, more or less.

APN 011-300-002

APN 011-201-001, Owner: UPRR

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and the map of Sierra Vista Homes subdivision, Book 46, Page 58, Madera County Records, being more particularly described as follows:

Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 446.13 feet, to the point of intersection of said line with the centerline of the 'D' Street right-of-way; thence, along said 'D' Street centerline N39° 52' 58"W, a distance of 39.63 feet; thence N89° 05' 19"W, a distance of 52.84 feet to the southeast corner of Block 43 of said Lankershim Addition; thence, along the south line of said Block 43, N89° 05' 19"W, a distance of 122.60 feet, to THE TRUE POINT OF BEGINNING;

Thence, along the south line of said Block 43, being also the north right-of-way line of Olive Avenue, N89° 05' 19"W, a distance of 76.21 feet, to the intersection with the northeast right-of-way line of an alley; thence, along said alley right-of-way, N39° 42' 29"W, a distance of 35.96 feet; thence along a non-tangent curve, concave to the south, having a radius of 5011.00 feet, through a central angle of 1° 16' 38" (tangent to said curve at last mentioned point bears S89° 04' 79"E, and the chord of said curve bears S87° 43' 48"E, 111.70 feet), through an arc length of 111.70 feet; thence N0° 54' 42"E, a distance of 79.48 feet; thence N50° 17' 31"E, a distance of 15.67 feet, to a point on the southwest right-of-way line of 'D' Street; thence, along said 'D' Street right-of-way line, S39° 53' 31"E, a distance of 41.02 feet, to a point on a non-tangent curve, concave to the southeast, having a radius of 382.25 feet, through a central angle of 14° 39' 04" (tangent to said curve at last mentioned point bears S39° 36' 47"W, and the chord of said curve bears S32° 17' 15"W, 97.48 feet), through an arc length of 97.75 feet to THE TRUE POINT OF BEGINNING.

Containing 4,232 square feet.

APN 011-201-001

Union Pacific Railroad Company
Real Estate Department, Omaha, NE
Date 11-27-2018
Fld. No. 01633-17
RRM

ATTACHMENT 6

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

City of Madera
205 W. Fourth Street
Madera, California 93637

MAIL TAX STATEMENTS TO:

City of Madera
205 W. Fourth Street
Madera, California 93637

(Space Above for Recorder's Use Only)

APN _____

No Documentary Transfer Tax
applicable on this instrument, which
is a Release and Quitclaim to a public entity.

1633-17

RELEASE AND QUITCLAIM OF EASEMENT

This RELEASE AND QUITCLAIM OF EASEMENT, made this 19th day of December, 2018, by **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Grantor"), to **CITY OF MADERA**, a California municipal corporation ("Grantee").

RECITALS:

WHEREAS, by that certain Instrument dated October 3, 1969 from Southern Pacific Company ("SPC") to Grantee, recorded on October 31, 1969, in Book 1046, Page 136 in the official records of Madera County, California ("1969 Instrument"), SPC reserved unto itself, its successors and assigns, an easement for railroad and transportation purposes ("Railroad Easement") across, along, over and upon real property in Madera County, State of California, as legally described in the 1969 Instrument ("Easement Property").

WHEREAS, SPC merged with and into Southern Pacific Transportation Company, a Delaware corporation, which changed its name to Union Pacific Railroad Company, a Delaware corporation, effective February 1, 1998.

WHEREAS, Grantee desires the cancellation and release of the Railroad Easement reserved by SPC in the 1969 Instrument across, along, over and upon the Easement

Property legally described in the 1969 Instrument, and Grantor is willing that such Railroad Easement across, along, over and upon the Easement Property legally described in the 1969 Instrument be cancelled and released.

AGREEMENT:

NOW, THEREFORE, Grantor, in consideration of the premises and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid, the receipt of which is hereby confessed and acknowledged, for itself, its successors and assigns, does hereby REMISE, RELEASE AND QUITCLAIM to Grantee, its successors and assigns, forever, all of its right, title, interest, estate, claim and demand, both at law and in equity, which it has by reason of the Railroad Easement across, along, over and upon the Easement Property legally described in the 1969 Instrument, it being the intent hereof to release only the right of Grantor with respect to said Railroad Easement, and to leave in full force and effect all other provisions of said 1969 Instrument, and all other rights reserved therein.


IN WITNESS WHEREOF, Grantor has caused these presents to be sealed with its corporate seal and to be signed by its authorized officers, the day and year first herein written.

Attest:

**UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation**



Assistant Secretary

By: 

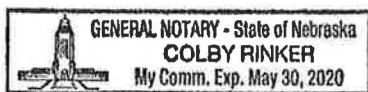
Name: Chris D. Goble
Title: Assistant Vice President – Real Estate

(Seal)


STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

The foregoing instrument was acknowledged before me this 19th day of December, 2018, by Chris D. Goble and B.J. Kubat, Assistant Vice President – Real Estate and Assistant Secretary of UNION PACIFIC RAILROAD COMPANY, a Delaware corporation, on behalf of the corporation.

WITNESS my hand and official seal.



(Seal)


Notary Public

Union Pacific Railroad Company
Exhibit A
LEGAL DESCRIPTION

Release of Easement Area

APN 011-201-001, Owner UPRR

All that portion of the southwest quarter of Section 19, Township 11 South, Range 18 East, Mount Diablo Base and Meridian, according to the map of Lankershim Addition, Book 4, Page 31, Fresno County Records, and the map of Sierra Vista Homes subdivision, Book 46, Page 58, Madera County Records, being more particularly described as follows:

A strip of land, 15.00 feet in width, lying southeasterly of, and contiguous to, the below described curve, having a radius of 382.25 feet, and an arc length of 97.75 feet; said curve being further described as follows:

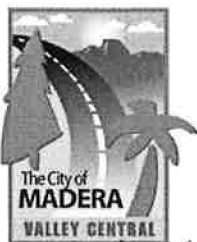
Commencing at the south quarter corner of said Section 19; thence N89° 05' 19"W, along the south line of said Section 19, a distance of 446.13 feet, to the point of intersection of said section line with the centerline of the 'D' Street right-of-way; thence, along said 'D' Street centerline, N39° 52' 58"W, a distance of 39.63 feet; thence N89° 05' 19"W, a distance of 52.84 feet to the southeast corner of Block 43 of said map of Lankershim Addition; thence along the south line of said Block 43, N89° 05' 19"W, a distance of 122.60 feet, to THE TRUE POINT OF BEGINNING;

Thence northerly, on said curve, concave easterly, having a radius of 382.25 feet, through a central angle of 14° 39' 04" (tangent to said curve at last mentioned point bears North 24° 57' 43" East, and chord of said curve bears North 32° 17' 15" East, 97.48 feet) through an arc length of 97.75 feet to an end point on the northeasterly line of said Block 43.

Containing 1,366 square feet.

APN 011-201-001

Union Pacific Railroad Company
Real Estate Department, Omaha, NE
Date 11-27-2018
Fld. No. 01633-17
RRM

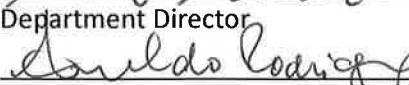


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-9

SUBJECT:

Consideration of a Resolution Approving the Award of Contract for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. CML 5157 (108), in the Amount of \$183,502 to Witbro Inc. DBA Seal Rite Paving.

RECOMMENDATION:

1. That the City Council (Council) approves Resolution
 - a. Awarding of Contract for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. 5157 (108) ("Project"), in the Amount of \$183,502 to Witbro, Inc. DBA Seal Rite Paving and Grading ("Seal Rite").
 - b. Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.
 - c. Authorizing funding of up to 15 percent of the contract amount for construction inspection and management as approved by the City Engineer.
 - d. Authorizing funding of up to 5 percent of the contract amount for third party testing, surveying, biological or consulting services as approved by the City Engineer.
 - e. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

In early January, the City received 10 bids for the Project. Seal Rite submitted the lowest responsive and responsible bid that meets the contract requirements; therefore, it is recommended that the Council award the project to Seal Rite. The funds needed to complete the project are programmed in the 2018/2019 Fiscal Budget and Capital Improvement Program.

DISCUSSION:

The proposed project will provide concrete improvements for portions of National Avenue, Williams Avenue, Third Street and Howard Road within the City of Madera. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for the installation of concrete sidewalk, concrete American with Disabilities Act (ADA) accessible ramps, driveway approaches, alley approaches, minor asphalt repairs and all other work as shown on the Project plans and required by the specifications.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on December 8th and 15th of 2018. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority

Contractors Association in Bakersfield. The plans and specifications were also posted on EBidBoard.com, a projects online listing service for contractors accessible from the City's website as well as to other contractors that regularly access EBidBoards own website.

On January 8, 2019, the City received 10 bids in response to the City's Request for Proposal (RFP). All bids were checked for accuracy with the bidding requirements of the specifications and for validity of licenses and bid security. In addition, the three lowest bidders were required to submit additional bid documents required within three days of bid to be considered responsive, bidders two and three failed to meet the requirement. Any bidder that wishes to be considered if the three lowest bidders should be found nonresponsive, could also submit the additional documents.

The qualified bidders and bids received are listed below:

Witbro, Inc. DBA Seal Rite Paving and Grading	\$ 183,502.00
Marty Owen DBA Marty The Concrete Guy	\$ 199,800.00*
Don Berry Construction, Inc.	\$ 217,276.25*
Taylor Backhoe Service, Inc.	\$ 223,871.40
Avison Construction, Inc.	\$ 226,085.00*
Machado & Sons Construction, Inc.	\$ 226,585.00*
Steve Dovali Construction, Inc.	\$ 228,841.25*
JT2, Inc. DBA Todd Companies	\$ 264,265.00*
FBD Vanguard Construction, Inc.	\$ 290,388.00*
V&G Builders, Inc.	\$ 341,327.74*
Engineers Opinion of Cost	\$ 193,425.00

* Denotes a non-responsive bid due to required form(s) not being submitted. These bids are rejected.

Seal Rite submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the Council award the project to Seal Rite.

FINANCIAL IMPACT:

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

Funding for the project is programmed in FY2018/2019 including Congestion Mitigation & Air Quality (CMAQ) funding in Account 41705070 in the amount of \$218,619.70 and Local Transportation Fund (LTF) funding in Account No. 42005330 in the amount of \$29,108.00.

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:

1. Reject all bids.
2. Modify the scope of the project which will result in the RFP being recirculated.
3. Provide Staff with additional feedback.

ATTACHMENTS:

1. Resolution
2. Project Maps
3. Agreement

ATTACHMENT NO. 1

RESOLUTION NO. 19-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY PROJECT NO. R-62, FEDERAL PROJECT NO. CML 5157 (108), IN THE AMOUNT OF \$183,502.00 TO WITBRO INC. DBA SEAL RITE PAVING.

WHEREAS, on December 8, 2018 and on December 15, 2018, the City of Madera (City) Engineering Department advertised a solicitation for bids for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. 5157 (108) , hereinafter referred to as “the Project”; and

WHEREAS, 10 sealed bids were received on January 8, 2019, and opened by the City Engineer; and 8 bids were rejected.

WHEREAS, funding for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. 5157 (108) - is programmed in the Capital Improvement Projects Budget for FY 2018/19, and

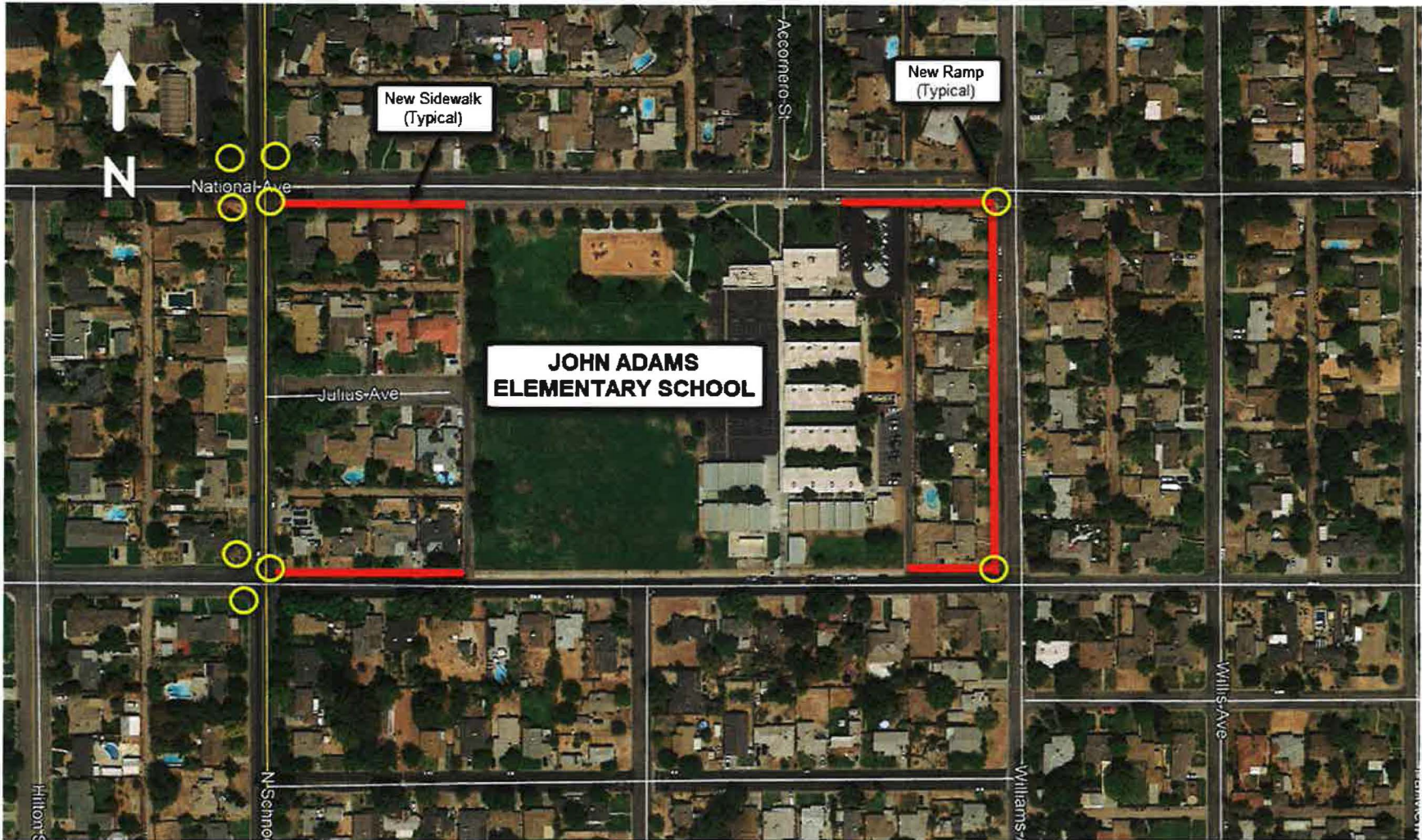
NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Council has reviewed and considered all of the information presented including the report to the City Council from the Engineering Department.
3. The City finds that Witbro, Inc. DBA Seal Rite Paving and Grading, is the lowest responsible and responsive bidder.
4. The contract for Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. 5157 (108) in the amount of \$ 183,502.00 with Witbro, Inc. DBA Seal Rite Paving and Grading, a copy of which is on file in the Office of the City Clerk and referred to for particulars, is approved.
5. Authorizing Construction Contingencies of up to 15 percent as approved by the City Engineer.
6. Authorizing Funding of up to 15 percent of the Contract Amount for Construction Inspection and Management as approved by the City Engineer.
7. Authorizing Funding of up to five percent of the Contract Amount for Third Party Testing, Surveying, Biological or Consulting services as approved by the City Engineer.

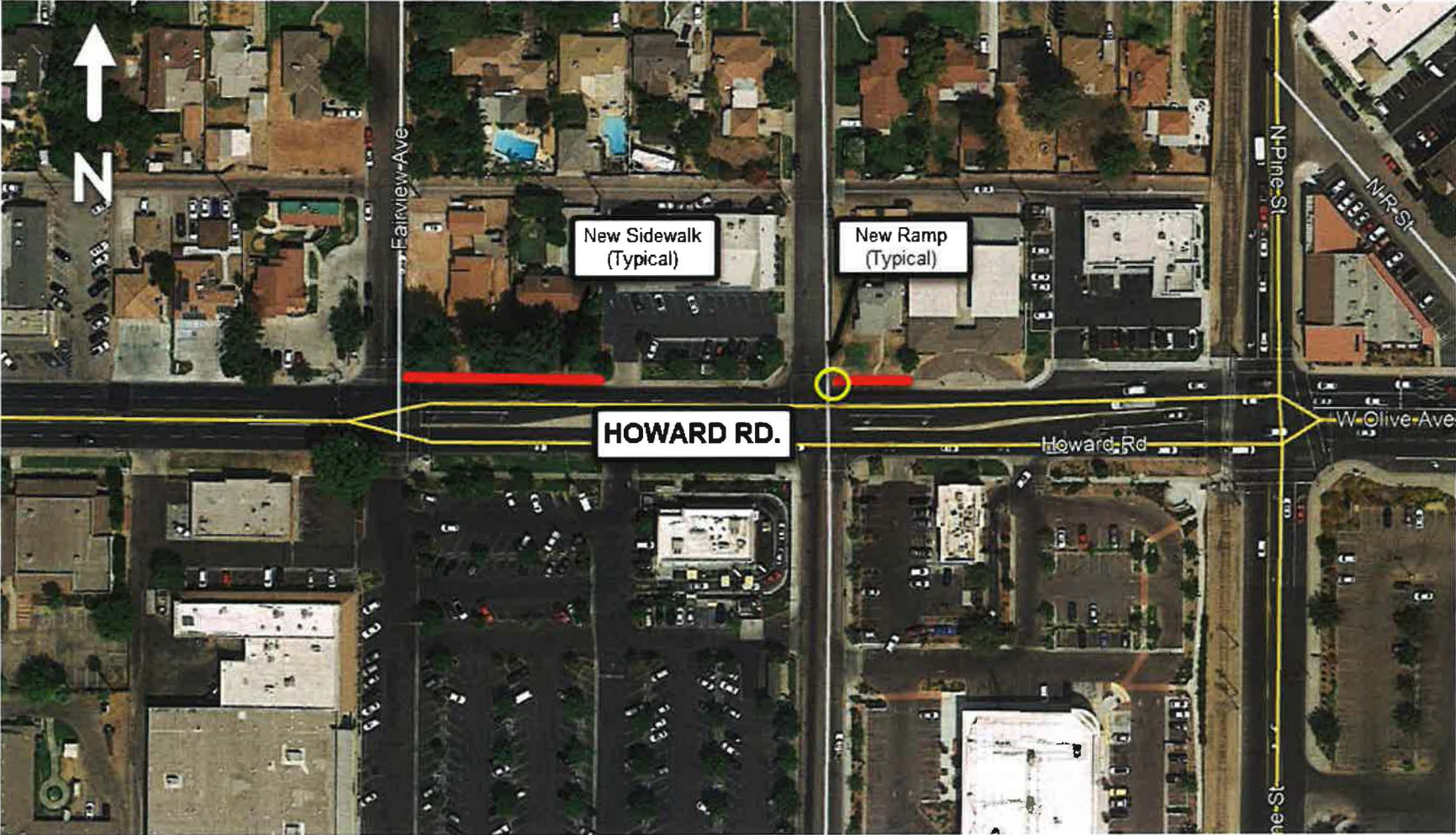
8. The Mayor is hereby authorized to execute the contract on behalf of the City.
9. This Resolution is effective immediately upon adoption.

ATTACHMENT NO. 2

LOCATION 1



LOCATION 2



PEDESTRIAN FACILITIES AT SCHOOLS AND COMMERCIAL AREAS
CITY PROJECT NO. R-62

ATTACHMENT NO. 3

AGREEMENT

THIS AGREEMENT, made this 6th day of February, 2019, between the City of Madera, hereinafter called "**OWNER**", and Witbro, Inc. DBA Seal Rite Paving, doing business as (an individual), or (a partnership), or (a corporation), hereinafter called "**CONTRACTOR**".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The **CONTRACTOR** shall commence and complete all **WORK** required for the "**PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY PROJECT NO. R-62, FEDERAL PROJECT NO. CML-5157(108)**"
2. The **CONTRACTOR** shall furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the **WORK** described herein.
3. The **CONTRACTOR** shall commence the **WORK** required by the **CONTRACT DOCUMENTS** within 10 calendar days after the date of the **NOTICE TO PROCEED** and will complete the same within the time period set forth in the **CONTRACT DOCUMENTS**. The **CONTRACTOR** shall submit a Payment Bond and Performance Bond in the amount of \$183,502.00, each and Insurance Certificates as specified in the **CONTRACT DOCUMENTS** prior to commencing any **WORK**.
4. The **CONTRACTOR** **agrees** to perform all of the **WORK** described in the **DOCUMENTS** for the unit and lump sum prices set forth in the Bid Schedule.
5. The term "**CONTRACT DOCUMENTS**" means and includes the following:
 - (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid Proposal
 - (D) Bid Bond
 - (E) Agreement
 - (F) Payment Bond
 - (G) Performance Bond
 - (H) Insurance Requirements for Contractors
 - (I) General Conditions
 - (J) Special Conditions
 - (K) City of Madera Standard Specifications and Drawings
 - (L) State Standard Plans and Specifications
 - (M) **PLANS and SPECIFICATIONS prepared or issued by CITY OF MADERA, entitled "PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY PROJECT NO. R-62, FEDERAL PROJECT NO. CML-5157(108)" dated December 2018.**

Addenda Nos. 1, dated 12/31/18
Addenda Nos. , dated
Addenda Nos. , dated
6. In the event the **CONTRACTOR** does not complete the **WORK** within the time limit specified herein or within such further time as authorized, the **CONTRACTOR** shall pay to the **OWNER** liquidated damages in the amount of **Six Hundred Dollars (\$600.00)** per day for each and every calendar day delay in finishing the **WORK** beyond the completion date so specified.

7. The **OWNER** will pay to the **CONTRACTOR** in the manner and at such times as set forth in the General Conditions such amounts as required by the **CONTRACT DOCUMENTS**. For any moneys earned by the **CONTRACTOR** and withheld by the **OWNER** to ensure the performance of the Contract, the **CONTRACTOR** may, at his request and expense, substitute securities equivalent to the amount withheld in the form and manner and subject to the conditions provided in Division 2, Part 5, Section 22300 of the Public Contract Code of the State of California.

8. In the event of a dispute between the **OWNER** and the **CONTRACTOR** as to an interpretation of any of the specifications or as to the quality or sufficiency of material or workmanship, the decision of the **OWNER** shall for the time being prevail and the **CONTRACTOR**, without delaying the job, shall proceed as directed by the **OWNER** without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation, and should the **CONTRACTOR** be finally determined to be either wholly or partially correct, the **OWNER** shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the **OWNER'S** directions as aforesaid. In the event the **CONTRACTOR** shall neglect to prosecute the work properly or fail to perform any provisions of the **CONTRACT**, the **OWNER**, after three days written notice to the **CONTRACTOR**, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due to the **CONTRACTOR**, subject to final settlement between the parties as in this paragraph herein above provided.

9. Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical conditions, marital status, or sex of such persons except as provided in Section 12940 of the Government Code, and every contractor for public works violating this section is subject to all the penalties imposed for by violation of this chapter".

10. In accordance with the provisions of Article 5, Chapter 1, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part 1, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

The undersigned **CONTRACTOR** is aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against Liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions before commencing the performance of the **WORK** of this Agreement.

11. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1775 of the Labor Code of the State of California. The **CONTRACTOR** shall, as a penalty to the **OWNER**, forfeit fifty dollars (\$50.00) for each calendar day, or portion thereof, for each workman paid less than the prevailing rates for such work or craft in which such workman is employed for any public work done under the Contract by him or by any **SUBCONTRACTOR** under him. The difference between such prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter 1, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all

SUBCONTRACTORS keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

13. Attention is directed to the provisions in Sections 1777.5 and 1777.6 of the Labor Code concerning the employment of apprentices by the **CONTRACTOR** or any **SUBCONTRACTOR** under him. It is the **CONTRACTOR'S** responsibility to ensure compliance by both itself and all **SUBCONTRACTORS**.

Section 1777.5 provides, in part, as follows:

The **CONTRACTOR** or **SUBCONTRACTOR**, if he is covered by this section, upon the issuance of the approval certificate, or if he has been previously approved in the craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeyman stipulated in the apprenticeship standards. Upon proper showing by the **CONTRACTOR** that he employs apprentices in the craft or trade in the State on all of his/her contracts on an annual average of not less than one hour of apprentice work for every five hours of labor performed by a journeyman, or in the land surveyor classification, one apprentice for each five journeyman, the Division of Apprenticeship Standards may grant a certification exempting the **CONTRACTOR** from the one (1) to five (5) hourly ratio as set forth in this section. This section shall not apply to contracts of general **CONTRACTORS** or to contracts of specialty contractors not bidding for work through a general or prime **CONTRACTOR**, when the contracts of general **CONTRACTORS**, or those specialty **CONTRACTORS** involve less than thirty thousand dollars (\$30,000). Any work performed by a journeyman in excess of eight hours per day or forty (40) hours per week shall not be used to calculate the hourly ratio required by this section.

Apprenticeable craft or trade, as used in this section, shall mean a craft or trade determined as an apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council. The joint apprenticeship committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting a **CONTRACTOR** from the 1 to 5 ratio set forth in this section when it finds that any one of the following conditions is met:

- (a) In the event unemployment for the previous three-month period in such area exceeds an average of 15 percent, or
- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or

- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

When such exemptions are granted to an organization which represents **CONTRACTORS** in a specific trade from the 1 to 5 ratio on a local or statewide basis the member **CONTRACTORS** will not be required to submit individual applications for approval to local joint apprenticeship committees, provided they are already covered by the local apprenticeship standards.

The **CONTRACTOR** is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in apprenticeable trade on such contracts and if other **CONTRACTORS** on the public work site are making such contributions. The **CONTRACTOR**, and any **SUBCONTRACTOR** under him, shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices. Information relative to number of apprentices, identifications, wages, hours of employment and standards of working conditions shall be obtained from the Division of Apprenticeship Standards. Consult the white pages of your telephone directory under California, State of, Industrial Relations, Apprenticeship Standards, for the telephone number and address of the nearest office. Willful failure by the **CONTRACTOR** to comply with the provisions of Sections 1777.5 will subject the **CONTRACTOR** to the penalties set forth in Section 1777.7 of the Labor Code.

14. Pursuant to California Labor Code Section 1813, eight hours in any one calendar day and forty (40) hours in any calendar week shall be the maximum hours any workman is required or permitted to work, except in cases of extraordinary emergency caused by fires, flood, or danger to life and property. The **CONTRACTOR** doing the work, or his duly authorized agent, shall file with **OWNER** a report, verified by his oath, setting forth the nature of the said emergency, which report shall contain the name of said worker and the hours worked by him on the said day, and the **CONTRACTOR** and each **SUBCONTRACTOR** shall also keep an accurate record showing the names and actual hours worked of all workers employed by him in connection with the work contemplated by this Agreement, which record shall be open at all reasonable hours to the inspection of the **OWNER**, or its officer or agents and to the Chief of all Division of Labor Statistics and Law Enforcement of the Department of Industrial Relations, his deputies or agents; and it is hereby further agreed that said **CONTRACTOR** shall forfeit as a penalty to the **OWNER** the sum of Twenty-Five Dollars (\$25.00) for each laborer, workman or any **SUBCONTRACTOR** under him for each calendar day during which such laborer, workman or mechanic is required or permitted to labor more than eight (8) hours in violation of this stipulation.

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and

overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

15. The **CONTRACTOR** shall comply with Division 2, Chapter 4, Part 1 of the Public Contract Code relating to subletting and subcontracting, specifically included but not limited to Sections 4104, 4106, and 4110, which by this reference are incorporated into this Agreement as though fully set forth herein.

16. The **CONTRACTOR** and the **OWNER** agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the **OWNER** and the **CONTRACTOR**. It is specifically agreed that the **OWNER** shall have the right to request any alterations, deviations, reductions or additions to the contract or the plans and specifications or any of them, and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be held to be completed when the work is finished in accordance with the original plans and specifications as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

17. **Contractor** shall indemnify, defend with legal counsel approved by City, and hold harmless City, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, and cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with **Contractor's** negligence, recklessness, or willful misconduct in the performance of work hereunder, or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage caused by the sole active negligence or willful misconduct of the City. Should conflict of interest principles preclude a single legal counsel from representing both City and **Contractor**, or should City otherwise find **Contractor's** legal counsel unacceptable, then **Contractor** shall reimburse the City its costs of defense, including without limitation, reasonable legal counsel fees, expert fees, and all other costs and fees of litigation. The **Contractor** shall promptly pay any final judgment rendered against the City (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of the **Contractor's** negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of City under any provision of this agreement, **Contractor** shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of **Contractor** will be for that entire portion or percentage of liability not attributable to the active negligence of City.

Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section from each and every Subcontractor and Subconsultant, of every Tier. In the event the **Contractor** fails to do so,

Contractor agrees to be fully responsible to provide such defense and indemnification according to the terms of this Section.

18. Contractor must comply with the insurance requirements as described in the section "INSURANCE REQUIREMENTS FOR **CONTRACTOR**", pages 40-41 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Witbro, Inc. DBA Seal Rite Paving**, may only be effected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such writing.

20. Termination.

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

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

1. An illegal use of funds by **Witbro, Inc. DBA Seal Rite Paving**;
2. A failure by **Witbro, Inc. DBA Seal Rite Paving** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Witbro, Inc. DBA Seal Rite Paving** to City.

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

Notice of termination shall be mailed to the City:

City of Madera
Engineering Department
205 W. 4th Street
Madera, Ca 93637

To the Contractor **Witbro, Inc. DBA Seal Rite Paving**
4237 West Swift Avenue
Fresno, CA 93722

Notices. All notices and communications from the **Witbro, Inc. DBA Seal Rite Paving** shall be to City's designated Project Manager or Principal-In-Charge. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as soon as possible, but not later than thirty (30) days after termination.

21. Compliance With Laws- City shall comply with all Federal, State and local laws, ordinances, regulations and provisions applicable in the performance of City's services.

Wherever reference is made in this Agreement to standards or codes in accordance with

which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

22. Attorneys' Fees/Venue- In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorneys' fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County or as appropriate in the U.S. District Court for the Eastern District of California, located in the City of Madera.

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

24. City's Authority- Each individual executing or attesting to this Agreement on behalf of the City hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's articles of incorporation or charter and bylaws; (ii) that this Agreement is binding upon such corporation; and (iii) that Contractor is a duly organized and legally existing municipal corporation in good standing in the State of California.

25. Contractor's Legal Authority - Each individual executing or attesting this Agreement on behalf of **Witbro, Inc. DBA Seal Rite Paving** hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that **Witbro, Inc. DBA Seal Rite Paving** is a duly organized and legally existing corporation in good standing in the State of California.

26. Remedies for Default. Failure by a party to perform any term, condition or covenant required of the party under this Agreement shall constitute a "default" of the offending party under this Agreement. In the event that a default remains uncured for more than ten (10) days following receipt of written notice of default from the other party, a "breach" shall be deemed to have occurred. Any failure or delay by a party in asserting any of its rights and remedies as to any default shall not operate as a waiver of any default or of any rights or remedies associated with a default.

27. Independent Contractor. In performance of the work, duties, and obligations assumed by the Contractor under this Agreement, it is mutually understood and agreed that the City, including any and all of City's officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of **City**. Furthermore, **City** shall have no right to control or supervise or direct the manner or method by which City shall perform its work and functions. The City shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, City shall have absolutely no right to employment rights and benefits available to **City** employees. City shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, City shall be solely responsible and hold **City** harmless from all matters relating to payment of City's employees, including compliance with Social Security, withholding and all other regulations governing such matters. It is acknowledged that during the term of this

Agreement, City may be providing services to others unrelated to **City** or to this Agreement.

28. Sole Agreement- This instrument constitutes the sole and only Agreement between City and **Witbro, Inc. DBA Seal Rite Paving** in connection to the Project and correctly sets forth the obligations of the City and **Witbro, Inc. DBA Seal Rite Paving** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

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

28. Caltrans is required by 23 code of Federal Regulations (CFR), part 200, Section 200.9 (b)(7) to conduct reviews of sub-recipients (Local Agencies) of federal-aid to ensure compliance with Title VI of the Civil Rights Act of 1964 and the related statutes (Title VI) through the requirements under the Federal Highway Administration (FHWA), the U.S. Department of Transportation (USDOT), and the U.S. Department of Justice (USDOJ) regulations and guidance materials related to the implementation of Title VI.

The scope of the process reviews conducted by Caltrans focuses on the Local Agency's adherence to the FHWA's Title VI Program (Race, Color and National Origin) and the related statutes protecting additional classes as required under

- Federal-Aid Highway Act of 1973 (Sex)
- The Age Discrimination Act of 1975 (Age), and
- The Americans with Disabilities Act of 1990 (ADA)(Disability) and Section 504 of the Rehabilitation Act of 1973 (Disability).

29 This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in THREE copies, each of which shall be deemed an original on the date first above written.

City of Madera
Herein Called OWNER

By: _____
Andrew J. Medellin, Mayor

APPROVE AS TO FORM:

Brent Richardson, City Attorney

ATTEST:

Sonia Alvarez, City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

Attachment A) **General Wage Decision No. CA180029 12/28/18 CA29**

Attachment B) **Form FHWA 1273 required to be incorporated into all contracts with Contractors and Subcontractors.**

NOTE: This Notary Acknowledgment on the following page is required for verification of Contractor's signature.

Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of _____)

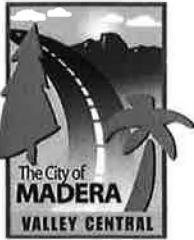
On _____, 2018 before me, _____
(insert name and title of officer)

Personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ (Seal)



REPORT TO CITY COUNCIL

Approved by:

John Scarborough FOR
John Scarborough, Interim Public Works Director

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-10

SUBJECT:

Informational Report on Procurement of Emergency Services by Madera Pumps, Inc. in the Amount of \$23,666.71 at City of Madera Well #20.

RECOMMENDATION:

It is recommended that City Council (Council) review the information provided regarding emergency procurement of services needed while City Well #20 was shut down for maintenance in accordance with City of Madera Purchasing Policy.

SUMMARY:

During August and September 2018, staff obtained quotes for the rehabilitation of City Well #20. Madera Pumps, Inc. (Madera Pumps) provided the lowest responsive quote for the well rehab. They were issued a Purchase Order on October 4, 2018 for the total bid amount of \$49,965.15. Madera Pumps began the rehab on October 17th. During the course of work on the well, several additional items outside of the original scope of services unexpectedly emerged. Staff directed Madera Pumps to complete these repairs on an emergency basis to prevent further damage to the well equipment. Staff is presenting this informational report to the Council detailing the nature of the emergency repair items and the associated expenditures in accordance with City of Madera Purchasing Policy.

DISCUSSION:

As part of the rehab of Well #20, the well casing was cleaned of iron and calcium deposits and bacteria growth. After this cleaning, video inspection of the well casing was performed to determine the efficacy of the cleaning process. During this video inspection, several breaks in the casing were discovered. Staff and Madera Pumps agreed that the integrity of the well was

compromised and the repairs required immediate attention; leaving the pumping equipment removed from the well for an extended period of time could result in further damage. Once the repair was complete, and Madera Pumps moved forward with reinstalling the pump back into the well, it became apparent that the casing patches needed to repair the breaks had effectively reduced the diameter of the overall casing. As a result, the original pump bowls were determined to be too large to reinsert into the well and needed to be upgraded to smaller, more modern bowls. These repairs to Well #20 were outside the scope of the original rehabilitation services quote.

The unexpected repairs were necessary to preserve the long-term reliability of the well and reduce the chance of future catastrophic loss. Since Madera Pumps was already on site, with the pump equipment removed from the well, they were able to complete these repairs in a timely and cost-effective manner. The above listed action is consistent with the City of Madera Purchasing Policy which allows for immediate action to be taken by staff in response to emergency conditions, including the "procurement of materials or supplies to complete a maintenance project already in progress which was unforeseeable prior to starting the project." When emergency procurement occurs, the Purchasing Policy calls for an informational report to be presented to the Council at the first available opportunity detailing the nature of the expenditure.

FINANCIAL IMPACT:

The total additional cost for the well repair is \$23,666.71, increasing the total well rehabilitation cost to \$73,631.86. These expenses will be paid for from the Water Fund - Contracted Services and will have no impact to the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

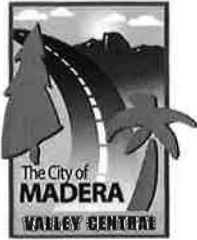
This proposed action is consistent with the Madera Vision Plan, specifically, Strategy 115: "Ensure sufficient economic resources to provide adequate City services and prepare for future growth."

ALTERNATIVES:

This report is for informational purposes only. There are no foreseeable alternatives.

ATTACHMENTS:

There are no attachments.



REPORT TO CITY COUNCIL

Approved by:

Maury Amaha FOR

John Scarborough, Interim Public Works Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-11

SUBJECT:

Consideration of a Resolution Appointing Felipe Grimaldo Jimenez to the City of Madera Airport Advisory Commission.

RECOMMENDATION:

Staff recommends the City Council (Council) adopt a Resolution appointing Felipe Grimaldo Jimenez to the City of Madera Airport Advisory Commission (AAC).

SUMMARY:

Councilman Santos Garcia has indicated that he would like to appoint Felipe Grimaldo Jimenez to the City of Madera AAC. Each Council Member, inclusive of the Mayor, nominates one member to serve on this Committee. Formal appointment occurs through action by the full Council. If approved, Mr. Jimenez will be eligible to attend the AAC meeting set for May 2019.

DISCUSSION:

The City of Madera AAC is a Council appointed advisory body established to serve in an advisory capacity to Council and staff on matters involving the Madera Municipal Airport (Airport). The AAC is tasked with reviewing the annual budget, recommending capital projects, reviewing and recommending Airport policies and operation procedures, and reviewing and recommending action regarding land use surrounding the Airport. The Commissioners are nominated by an individual Council Member and serve a term of four years, concurrent with the Council Member. The term of office for the following Commissioners have expired, therefore new appointments or reappointments are necessary:

Council District 1 (Foley Gallegos)	Sam Weis
Council District 3 (Montes)	Nick Davis

Councilman Garcia has indicated a desire to nominate and would like to appoint Felipe Grimaldo Jimenez to the AAC to serve a term concurrent with his own. Mr. Jimenez would be new member to the AAC. Per the AAC Rules of Procedure, Mr. Jimenez has the necessary experience and knowledge to be a beneficial addition to the Commission (Attachment 2). Mr. Jimenez has aeronautical experience through his military service in the United States Marine Corp.

It has been determined that he possesses the necessary experience as required in the AAC Rules of Procedures, "1. Membership: ... All members shall reside in Madera County, should have some knowledge or connection to aeronautics and at least four members shall be residents of the City of Madera..."

FINANCIAL IMPACT:

There is no financial impact from the recommended action, as the Commission serves without compensation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

While this item does not directly implement a Vision action item, it is not in conflict with one either.

ALTERNATIVES:

Should Council choose to not appoint Mr. Jimenez to the AAC, the vacancy would remain open and Councilman Garcia would have to return to a future meeting with an alternative nomination request.

ATTACHMENTS:

1. Resolution
2. AAC Application – Felipe Grimaldo Jimenez

RESOLUTION NO. 19 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPOINTING FELIPE GRIMALDO JIMENEZ TO THE
CITY OF MADERA AIRPORT ADVISORY COMMISSION**

WHEREAS, the City Council, in previous action, has adopted an Ordinance that specifies nomination procedures, appointment procedures, and terms of office for members of City Boards and Commissions; and

WHEREAS, a vacancy exists in the City of Madera Airport Advisory Commission; and

WHEREAS, Felipe Grimaldo Jimenez has been duly nominated to fill the vacancy for Council Member Garcia in District 5; and

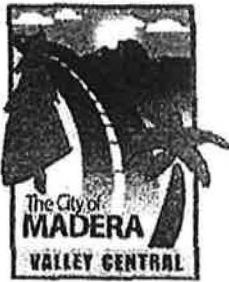
WHEREAS, the nominee has the requisite experience and desire to fulfill the responsibilities of the post.

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. Felipe Grimaldo Jimenez is hereby appointed to the Airport Advisory Commission of the City of Madera for the term prescribed by Ordinance.
3. This Resolution is effective immediately upon adoption.

* * * * *

RECEIVED
By Sonia Alvarez at 9:28 am, Jan 04, 2019



**CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE**

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- | | |
|---|---|
| <input type="checkbox"/> ADA Advisory Council | <input checked="" type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

Grimaldo Jimenez	Felipe	
LAST NAME	FIRST NAME	M.I.
██████████	Madera, CA 93636	██████████
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
		██████████
MAILING ADDRESS	CITY, STATE, ZIP	E-MAIL ADDRESS
Valley Forward	Program Director	██████████
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA?	HAVE YOU EVER BEEN CONVICTED OF A FELONY?
<u>2</u> YEARS <u>6</u> MONTHS	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

EDUCATIONAL BACKGROUND:

University of California Davis, Davis, CA BA - Political Science (Emphasis in Public Service), Graduated - May 2013 Gerritos College, Norwalk, CA AA - Liberal Arts and Sciences, Graduated - May 2011 United States Marine Corps 1833 Amphibious Assault Vehicle Crewman April 2003 - April 2007
--

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

Madera County Democratic Central Committee, Member
Madera Democratic Club, Vice-President
CADEM Affirmative Action Committee, Appointed Member
CADEM Veterans Caucus, Member

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

As an active member of our county of Madera, I can attest that I am a proud parent, devoted husband, and an enlightened political activist. I am known to be a person that studies and deliberates any cause that I am passionate in. Recently, I put my activism to the test as the head of Valley Forward, a nonprofit that allowed for up to 34 scholar interns to educate and organized communities throughout our Central Valley. During my two deployments to Iraq, I assisted in airwing gear loading logistics and was an in flight pallet rider from Kuwait to Iraq. I plan to bring my education and experience to the Airport Advisory Commission, and continue my ethic of service on our local level.

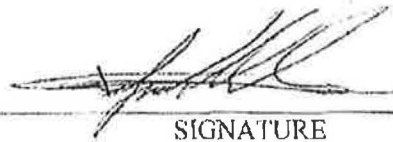
REFERENCES (Optional):

Dillon Savory [REDACTED]

Santos Garcia [REDACTED]

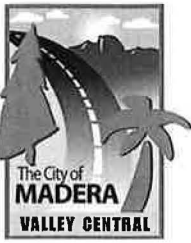
Louis Jamerson [REDACTED]

01/03/2019
DATE


SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax



REPORT TO CITY COUNCIL

Approved by:

Donia Alvarez
Department Director

Archie Carrizo
City Administrator

Council Meeting of: 02/06/19

Agenda Number: B-12

SUBJECT: Consideration of a Resolution Appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District

RECOMMENDATION: Staff requests that the Council adopt a resolution appointing Donald Horal to the Board of Trustees of the Madera County Mosquito and Vector Control District.

SUMMARY: The attached letter was received from the Madera County Mosquito and Vector Control District (District) requesting consideration of appointing Donald Horal to a new term as the City's representative on the District's Board of Trustees. Mayor Medellin would like to appoint Mr. Horal to a new term.

The term of office for Donald Horal expired on January 1, 2018. He has been serving two year terms as the City's representative since March 15, 2006 and is interested in continuing to serve.

The Board of Trustees for the District is comprised of seven (7) members. The selected individual must be a registered voter and resident of the City.

The District is responsible for conducting effective programs for the surveillance, prevention, abatement, and control of mosquitoes and other vectors. The Board of Trustees is the governing body charged with establishing the policies and guidelines for the operation of the District.

FINANCIAL IMPACT: There is no financial impact.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN - Appointments to boards are not specifically addressed in the Vision Plan; the action however, does support Strategy 111 – Local Agencies Share Vision: Promote greater alignment of local government agencies under a shared community vision.

ALTERNATIVES:

1. Adopt the resolution appointing Don Horal as the City's representative on the District Board.
2. Should the Council not adopt the resolution to appoint Mr. Horal, staff will request that the Council submit a new nomination(s) for action at a future meeting.

ATTACHMENTS:

1. Resolution
2. Letter from Madera County Mosquito and Vector Control District.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPOINTING DONALD HORAL TO THE BOARD OF
TRUSTEES OF THE MADERA COUNTY MOSQUITO AND VECTOR
CONTROL DISTRICT**

WHEREAS, Division 3, Chapter 1, of the California Health and Safety Code (the "Law") sets forth the provisions for the creation and formation of the Madera County Mosquito and Vector Control District, its Board of Trustees, and selection of its members to the Board of Trustees; and

WHEREAS, the Law sets forth appointment and membership requirements, terms of office and removal of trustees to the Madera County Mosquito and Vector Control District; and

WHEREAS, Section 2021(b) of the Law authorizes the governing body of the City of Madera to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the City Council of the City of Madera is the governing body within the electorate of the City of Madera and authorized to appoint a trustee to the Madera County Mosquito and Vector Control District; and

WHEREAS, the term of office of the City's current representative on the Board of Trustees of the Madera County Mosquito and Vector Control District expired January 1, 2018; and

WHEREAS, it is the desire and intention of the Madera City Council to appoint Donald Horal as its representative to the Madera County Mosquito and Vector Control District.

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

1. The above recitals are true and correct.
2. Donald Horal is hereby appointed to the Office of Trustee to the Board of Trustees of the Madera County Mosquito and Vector Control District.
3. The term of appointment shall be through January 1, 2020.
4. This resolution is effective immediately upon adoption.



**MADERA COUNTY MOSQUITO
AND VECTOR CONTROL DISTRICT**

3105 AIRPORT DRIVE
MADERA, CALIFORNIA 93637
TELEPHONE (559) 662-8880
FAX NUMBER (559) 662-8883
E-MAIL alexs_mmvcd@unwiredbb.com

BOARD OF TRUSTEES

NICHOLAS SALINAS, PRESIDENT
PETER FRY, VICE PRESIDENT
MINNIE AGUIRRE
DAVID BUMP
JEFF COULTHARD
DONALD HORAL

DISTRICT PERSONNEL

ALEX SCALZO Manager
ISTVAN MENYHEY, FIELD FOREMAN
TERESA HAMILTON, SECRETARY/BOOKKEEPER
GABINO PRADO, DATA ANALYST
CHRISTOPHER RUCKMAN, MAINTENANCE
TRINIDAD REYES, ASSISTANT BIOLOGIST

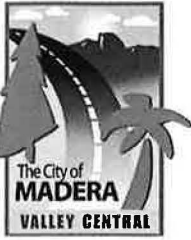
January 16, 2019

Dear Sonia,

The District's Board Member Donald Horal's term representing the City of Madera has expired as Trustee appointed by the City Council? Donald would like to serve another term and has done an excellent job in the past. Please put this on the City Council's Agenda for approval as soon as possible?

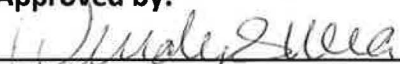
Best Regards

*Alex Scalzo
District Manager*

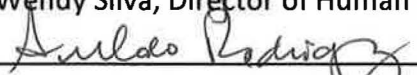


REPORT TO CITY COUNCIL

Approved by:



Wendy Silva, Director of Human Resources



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-13

SUBJECT:

Consideration of a Resolution Appointing Dennis Smith to the Americans with Disabilities Act Advisory Council (MADAAC)

RECOMMENDATION:

Staff recommends the City Council (Council) take action on the resolution approving Councilmember Garcia's appointment of Dennis Smith to MADAAC.

SUMMARY:

The proposed action will appoint Dennis Smith to MADAAC to serve for a term not to exceed the term of the recommending Council member.

DISCUSSION:

MADAAC was established by the Council in 2006 to advise the City on matters relating to providing accessible facilities, services, programs, and infrastructure. MADAAC consists of seven members appointed by the Council. Each member of the Council may recommend an appointment, with the appointment to be confirmed by the Council as a whole. Councilmember Garcia is recommending appointment of Dennis Smith.

FINANCIAL IMPACT:

Appointees to MADAAC serve in a volunteer capacity.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

MADAAC plays an integral role in helping the City to achieve vision action items related to accessibility. Specifically:

- 113.1 After update of General Plan, update existing City Accessibility Plan.
- 113.4 Provide parking with easy access for the handicapped.
- 138.1 Update the City of Madera's ADA program.
- 138.2 Inventory those public structures currently not in ADA compliance and develop a plan to bring them into compliance.

ALTERNATIVES:

The Council may approve the appointment or may choose to not take action on the resolution. If the Council does not take action on the resolution, existing appointees continue to serve until replacements are appointed or until the Council member who appointed them no longer desires their service.

ATTACHMENTS:

1. Resolution appointing Dennis Smith to MADAAC.
2. Application from Dennis Smith to serve on MADAAC.

RESOLUTION No. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
APPOINTING DENNIS SMITH TO THE CITY OF MADERA
AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL**

WHEREAS, the City of Madera has established an Americans with Disabilities Act (ADA) Advisory Council to serve in an advisory capacity to the City Council and City staff; and

WHEREAS, the ADA Advisory Council is comprised of seven citizens appointed individually by members of the City Council and subject to confirmation by the Council as a whole; and

WHEREAS, Councilmember Santos Garcia wishes to appoint Dennis Smith to the ADA Advisory Council for a term concluding December 2022 or until Council Member Garcia is no longer on the City Council, whichever occurs first; and

WHEREAS, Mr. Smith has expressed his desire to serve on the ADA Advisory Council.

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

1. The above recitals are true and correct.
2. Dennis Smith is appointed to the ADA Advisory Council for a term concluding December 2022 or until Councilmember Garcia is no longer on the City Council, whichever occurs first.
3. This resolution is effective immediately upon adoption.

* * * * *

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

- ① MADERA Kiwanis Club 2002 - Present, President 2007
Board of Directors 2005 - present
- ② Big Brothers Big Sisters, Board of Directors 2004

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

- ① Community Action Partnership of Madera County
Board of Directors since 12/09
- ② MADERA/MARIPOSA REGIONAL HEAD START Policy Council board member
2011

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

A voice from the majority is needed to help the minority. This is how I want to live my life.

REFERENCES (Optional):

Robert Poythress
Brett Frazier

5-24-11

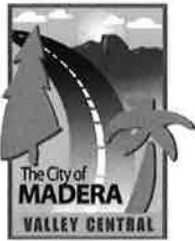
DATE



SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-0446 Fax

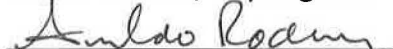


REPORT TO CITY COUNCIL

Approved by:



Keith Helmuth, City Engineer



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-14

SUBJECT: **Consideration of a Resolution Approving Agreement with Mark Thomas and Company, Inc. in the Amount of \$219,349 for Professional Engineering Design Services for a Multi Modal Transportation Plan for the State Route (SR) 145 as Downtown Main Street Project (TRANS-09) and Authorizing Optional Services Up to \$10,000 for the City of Madera, and Authorizing the Mayor to Execute the Agreement**

RECOMMENDATION:

Staff recommends that the City Council (Council):

1. Adopt Resolution approving an agreement with Mark Thomas and Company, Inc. for engineering design services related to the State Route 145 Multi-Modal Transportation Plan
2. Authorize the Mayor to execute the agreement.

SUMMARY:

Staff presented an informational report to Council on September 5, 2018 introducing the Multi Modal Transportation Plan for the State Route (SR) 145 as Downtown Main Street Project ("Project"). Following Council recommendation, staff met with the City Beautification Committee, the Madera Downtown Association and the Madera Transit Advisory Board in preparing the formal Request for Proposal (RFP). The RFP was issued on November 21, 2018 with a due date of December 28, 2018. Based on the results of a ranking process, Staff recommends adoption of a resolution approving an agreement with Mark Thomas and Company, Inc. (Mark Thomas) for professional engineering design services for the State Route (SR) 145 (Yosemite Avenue) as Downtown Main Street (TRANS-09) multi modal transportation plan for the City of Madera (City).

DISCUSSION:

The City received notification in May of 2018 that it was an official recipient of a 2017/18 Sustainable Communities Grant from Caltrans in the amount of \$308,000. Of that amount, \$272,672 is from the State’s Road Maintenance & Rehabilitation Account – Sustainable Communities and \$35,328 would be from local funds. The intention of this planning grant is to improve transportation efficiency by reducing congestion, vehicle miles traveled by City residents, reduce greenhouse gas emissions and ultimately make Downtown a more attractive destination to live, work and play. Within the RFP, it was emphasized that the community’s desire was to use the grant to address and enhance the transportation backbone of downtown Madera and create a plan that improves the operations, aesthetics and perceptions of the Downtown.

The City received four responses for our RFP:

Fehr & Peers	\$253,765
TJKM Transportation Consultants	\$168,380
Opticos Design, Inc	\$219,400
Mark Thomas & Company, Inc	\$219,349

The proposals were initially reviewed by the Project Executive Team comprised of members from City of Madera Engineering, City of Madera Planning, City of Madera Grants, and the Madera County Transportation Commission.

The proposals were then reviewed by members of the Project Steering Committee. At that meeting, representation was from Darin Camarena Health Centers, Successor Agency to the former Madera Redevelopment Agency, Madera County Economic Development Commission, and the Madera County Transportation Commission.

Both committees recommended Mark Thomas and Company, Inc as the proposal to bring forward to Council for an agreement. The selection of Mark Thomas and Company, Inc was based on a number of factors that included their experience on these types of projects, the approach that best addresses the City’s goals for Downtown and their ability to provide these services within the funding limits of the grant.

FINANCIAL IMPACT:

Funds in the amount of \$272,672 will be received from the Sustainable Communities Caltrans Grant, and \$35,328 is scheduled to be from local funds. The local match represents 11.47% of the total amount. City has received a grant from the Sierra Health Foundation in the amount of \$2,500. This amount will offset a portion of the local match. For similar plans to the TRANS-09 project, the City authorizes an average of 10 per cent for optional services. Staff has lowered the amount due to current project funding and the need to offset the match with local funding.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The Caltrans Sustainable Communities Grant supports the objectives of **Strategy 115** by seeking sufficient economic resources to provide adequate City services, **Strategy 115.3** by seeking and retaining grants, **Strategy 121** by developing a city-wide multi-modal plan and **Strategy 151** by promoting a revitalization of downtown Madera.

ALTERNATIVES:

The grant is set to expire February of 2020. The grant timeline is going to be challenging with current timeframe. The Council may direct other vendors that responded to the grant be considered, but two committees associated with the grant both recommend Mark Thomas and Company Inc.

Staff does not view extending the decision as an alternative.

ATTACHMENTS:

1. Resolution
2. Agreement

ATTACHMENT 1

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH MARK THOMAS AND COMPANY, INC., IN THE AMOUNT OF \$219,349 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR STATE ROUTE 145 (YOSEMITE AVENUE) AS DOWNTOWN MAIN STREET (TRANS-09) AND AUTHORIZING OPTIONAL SERVICES UP TO \$10,000 FOR THE CITY OF MADERA, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has identified the *State Route 145 (Yosemite Avenue) as Downtown Main Street Project* (“Project”) and the need to validate options; and

WHEREAS, professional engineering services are necessary for completion of the Project; and

WHEREAS, the City of Madera has programmed Sustainable Communities Grant Funds in the 2018/19 Budget for such services; and

WHEREAS, the City of Madera has prepared an agreement for such services with Mark Thomas and Company, Inc., that is on file in the office of the City Clerk of the City of Madera (the “Agreement”) and referred to for full particulars.

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 Agreement for professional engineering services as described above is necessary to carry out the project.
3. The Agreement with Mark Thomas and Company, Inc., is approved for a Basic Fee amount of \$219,349 and \$10,000 for Optional Services as approved by the City Engineer.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

ATTACHMENT 1

Standard Professional Services Agreement

&

Consultant Acknowledgment

AGREEMENT WITH MARK THOMAS AND COMPANY, INC. IN THE AMOUNT OF \$219,349 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR STATE ROUTE 145 (YOSEMITE AVENUE) AS DOWNTOWN MAIN STREET (TRANS-09) AND AUTHORIZING OPTIONAL SERVICES UP TO \$10,000 FOR THE CITY OF MADERA

This Agreement made and entered into this 6th day of February, 2019 between the City of Madera, a municipal corporation of the State of California, hereinafter called "CITY", and Mark Thomas and Company, Inc., located in Fresno, CA, hereinafter called "CONSULTANT".

WITNESSETH

WHEREAS, CITY plans to improve transportation efficiencies by reducing congestion, vehicle miles traveled by City residents, reduce greenhouse gas emissions and make it a more attractive destination to live, work and play on the State Route 145 (Yosemite Ave) as Downtown Main Street in Madera, California, hereinafter called "Project"; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering design services to address and enhance the transportation backbone of the downtown; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering design services and is knowledgeable of the principals and practices of the industry associated with the creation of a plan that improves the operations, aesthetics and perceptions of the Madera downtown area and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering design services as set forth herein in connection with the Project. Said work to be

performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT B, "Manpower Schedule and Fee Summary", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$219,349.

City and Consultant agree on the rates shown in EXHIBIT C, "Hourly Rate Schedule". It is understood and agreed by both parties that all expenses incidental to

Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of ten thousand dollars (\$10,000).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

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

against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT D, "Project Timeline."

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2020, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

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

liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

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

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable

provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu or personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA
Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT
Mark Thomas and Company, Inc
7571 N. Remington Ave. Ste 102
Fresno, Ca 93711

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

* * * * *

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

CONSULTING FIRM

By: _____
Mark Thomas and Company, Inc

94-1451490

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

EXHIBIT A



SCOPE OF WORK-SR 145 (YOSEMITE AVENUE) AS MAIN STREET

TASK 1. DATA COLLECTION AND IDENTIFY EXISTING CONDITIONS

Task 1.1 Meetings

Mark Thomas management approach includes Project Development Team (PDT) meetings with the City of Madera and other agencies/organizations deemed appropriate by the City Project Manager. The meetings will be centered around key project milestones.

Mark Thomas will take the lead in Project Development Team (PDT) meetings. This work includes preparation of meeting agenda in consultation with City's Project Manager, distribution of approved meeting agenda, arrangement of attendance of meeting participants, and preparation and distribution of meeting minutes, including recap of actions to be taken prior to the next meeting. This scope assumes a total of 6 Client meetings and 6 PDT meetings

The following meetings are anticipated:

- 1.1.1 Kick-off
- 1.1.2 Client Meetings
- 1.1.3 PDT Meetings

Task 1.2 Background Research and Data Gathering

The Mark Thomas team will review and assess existing plans from the City of Madera, MCTC, Caltrans, and other sources, conduct field reconnaissance, gather existing conditions and background data by identifying opportunities and constraints as well as standards that should be used to guide preparation of the plan.

The Mark Thomas team will develop google level base maps based on available data, review environmental constraints, land uses, socioeconomic conditions including population projections, employment, commuting characteristics, transportation modes, green space and open space planning, public safety, air quality, traffic calming, and housing. Review existing and planned developments impacting the project area.

Through on-site reconnaissance, aerial maps, and recently completed studies and plans, identify locations of existing facilities such as pedestrian and bicycle infrastructure, bus stops, and parking locations. Identify right of way, sight distances and obstructions, on street parking restrictions, transit circulation, and school circulation.

EXHIBIT A



TASK 2. REVIEW AND APPROVAL OF EXISTING CONDITIONS REPORT

Task 1.1 Safety Analysis

The Mark Thomas team will review safety data along the corridor and identify common collision types, severities and hot spot locations are discovered. A prioritization of segments and intersections will be developed by analyzing metrics, which includes crash rate, total number of collisions, and Life Benefit dollar amount. The Mark Thomas team will identify appropriate countermeasures to mitigate common collision types. Finally, collision severity and benefit/cost ratios will be evaluated.

Task 1.2 Prepare Draft Existing Conditions, Issues and Opportunities Report

Mark Thomas will prepare an existing conditions summary report and annotated list of studies and plans to be incorporated into the Plan. The report will also include an identification of the issues, opportunities and gaps to be addressed through the Plan. This report will establish the framework and technical analysis that will form the foundation for the Plan development that will be used to engage the public in the next phases of the planning process.

Task 1.3 Prepare Final Existing Conditions, Issues and Opportunities Report

Mark Thomas will revise the existing conditions summary report based on feedback from the Task 1.2.

DELIVERABLE
• Meeting Notes (6)
• Safety Analysis Memo
• Existing Conditions Report

TASK 3. PUBLIC PARTICIPATION AND OUTREACH PLAN (PPOP)

Task 3.1 Public Outreach Workshops and Stakeholder Outreach

The key to a successful outreach and engagement program is the development of a Public Participation and Outreach Plan (PPOP) containing strategies and tactics to actively engage and inform key stakeholders and community residents in the planning process.

The Rios Company will draft a PPOP for the SR 145 (Yosemite Avenue) as Main Street Project to outline a comprehensive strategy that seeks to ensure community stakeholders and residents are well engaged and informed about the project. Also, to receive effective input from the public once they have an understanding of the issues that surround the project. The PPOP will be in compliance with all state and federal regulations.

The Plan will be drafted in coordination with the City and be based on an outline developed during the first Steering Committee Kick-off Meeting. The Plan will at a minimum include:

EXHIBIT A



- Coordination and facilitation of two (2) community workshop meetings.
- An outreach timeline, budget, and process to identify and engage city residents as well as key stakeholders, including agencies and organizations, for the purpose of providing input on potential project design issues and local needs.
- A communication strategy to reach the desired populations which has a consistent, unified theme and message to communicate to the target audiences identified in the proposal.
- Information and education provided to the target audiences, particularly traditionally underrepresented and hard-to-reach populations such as the elderly, monolingual Spanish speakers, and transportation disadvantaged to encourage their participation in the public review phase.

The Rios Company will work with City to develop a network of contacts and extensive database to compile a comprehensive list of stakeholders representing a variety of public interests and broad segments of the population in the City.

A database of contacts will be created and continuously updated to serve as a resource for project activities. The data base will be available in electronic and hard copy format. The Plan's initial target stakeholders will include staff managers and residents from selected sectors of the community.

One of the first key tasks in developing the PPOP is to identify target audiences. Various stakeholders will be continuously identified that represent a variety of public interests. This process will ensure that every effort will be made to involve those citizens and/or interest groups that accurately represent the full range of issues and opinions.

Task 3.2 Public Participation Events

Community workshops/public meetings should serve to educate and inform the public about the SR 145 (Yosemite Avenue) as Main Street Master Plan. Extensive public outreach activities should motivate public interest in the project and lead to greater attendance and involvement at the public meetings. This tactic provides a useful opportunity for stakeholders and the general public to submit formal, written or oral comments on issues surrounding the planning activities. It also provides an opportunity for the project team to learn of public needs and opinions on various issues. The public meetings will also be for the benefit of the Project Team who will have the opportunity to actively engage the community in discussions about traffic safety improvements and how the proposed street design might impact stakeholders.

The Consultant Team will conduct a walking tour/community workshop to introduce the project to the public, define project parameters, inform the community of project opportunities and constraints, and encourage attendance at community meetings. A second workshop will be conducted once the project team has collected sufficient data and developed preliminary concept for the project design.

Logistics and Coordination of Community/Stakeholder Meetings

The community workshops and stakeholder meetings will be held at centrally accessible venues at which community members, property owners, businesses and other organizations will have an opportunity to express their views, concerns and identify potential problems caused by the proposed project design.

EXHIBIT A



The Rios Company will handle the logistics of overall preparation and dissemination of announcements and flyers for both workshops; identify organizations to target; maintain a database; and schedule appointments to speak and present to groups, organizations, and gathering places about the upcoming workshops. Different types of visual aids will be created and used in public presentations.

The general public meetings will be held at familiar and convenient locations. They will be held in the evening, if necessary (after 5 pm), to accommodate community members' work schedules and at locations that are in full compliance with the Americans with Disabilities Act of 1990. The meeting spaces may include community centers, schools, churches or a local restaurant with meeting capacity that are well known and have ample public parking.

To the extent feasible, all meetings will be promoted through traditional English and ethnic media outlets (print, radio, TV), local organization newsletters and websites, email notifications and flyers. Additionally, email blasts, PSAs and public affairs shows will be considered as ways to reach the target populations.

Professionals will be on hand to provide interpreting services for monolingual Spanish and other languages as needed. Where appropriate, collateral materials with information about the project will be made available in English, Spanish and other languages as needed. Comment cards/evaluation forms in the appropriate languages will be available for participants to provide written feedback. Sign-in sheets will be used to track attendees at all meetings.

Additional logistics for the meetings and events could include, but not limited to: planning and coordination of site/facility logistics, catering, room layout/arrangements, audio/visual equipment and registration; assisting with event correspondence and communications notices (letters, emails, e-blasts, etc.); identifying and recruiting participants/attendees; managing communications with participants/attendees; and identifying, developing and maintaining a database of contacts.

One-on-One and Small Group Contacts

To ensure a high level of inclusiveness, The Rios Company will employ one-on-one and small group contact to effectively target diverse ethnic communities, including monolingual Latino/Hispanic populations who typically do not actively participate in public meetings. Trusted messengers, respected leaders and organizations in low-income minority communities who have a relationship with residents will be engaged. Trusted messengers can assist in communicating with these groups in a non-threatening environment that facilitates a useful exchange of information. This strategy is an effective method for communicating with hard to reach stakeholders and members of the community.

Business Outreach

Every effort will be made to keep interested businesses informed of the project activity, including public meetings and project schedules. Direct one-on-one meetings will be held with all businesses along the impacted route.

Cooperative partnerships may be established with each of the businesses identified to post information, distribute flyers or in some appropriate way use their facility to reach customers to distribute information regarding the project. Some meetings for businesses could be held in the morning to accommodate the schedule of the businesses. We learned from similar projects that most businesses preferred to meet in the

EXHIBIT A



morning starting around 8:30 am and ending no later than 10:30 am. Wednesday was a preferred day to meet.

Informational Material/Project Flyers

The Rios Company will develop culturally and linguistically appropriate flyers, media advisories and/or promotional materials to notify the public of upcoming workshops and encourage participation. Items such as flyers will be posted at locations frequented by the public. A flyer will be developed that gives an overview of the project and its purpose, contact information, and public/community meeting details. Translations will be provided for Spanish and other languages as needed.

Flyers will be distributed to the City Council, Planning Commission, School Board, Parks and Recreation, Chamber of Commerce, and local civic and community-based organizations to name a few. Flyers will be distributed at all above-mentioned meetings, local schools, City government offices, and the City Library.

PSAs/Media Relations

Relationships with the local media, Madera Tribune and Madera Record, will be cultivated to generate publicity for the project. Special methods of targeting the non-English speaking audience will be implemented by accessing ethnic media outlets, in particular, Spanish language media. The following media tools could be utilized:

- Public Meeting Notices
- News Releases
- Public Service Announcements

Local media outlets tend to have a vested interest in the community they serve. The most credible means to reach and motivate an audience is through a trusted and credible messenger. By using appropriate outreach efforts, community publications and media vehicles to deliver the message, a level of comfort is fostered because people expect to receive relevant messages through these outlets. In addition, a public affairs campaign can be designed, utilizing appropriate community media vehicles to raise awareness community-wide. Media advisories for upcoming meetings will be sent electronically to the press for publication in community calendars, across print, television and online media.

Electronic Website and Social Media

In conjunction with the City, project information material suitable for posting on the Madera Tribune and Madera Record, an on-line news website, the City's website and Facebook site and other appropriate online sites will be utilized. The material will be kept up to date and relevant to inform the public in real-time regarding the project process and timeline.

The Rios Company will also create digital marketing materials, and working with other agencies and organizations, distribute to various community listservs. Email communication and telephone follow-up will be used to notify stakeholders, partnering agencies and organizations about upcoming public meetings and will reference the various digital marketing mediums for further information.

EXHIBIT A



The appropriate websites will be used as the primary repositories of project information for the public. They will house information about public meetings, the goals and timeline of the plan phase, general contact information, digital versions of collateral and media advisories, and link the websites to social media to distribute information about upcoming meetings.

DELIVERABLE
<ul style="list-style-type: none">• <i>Public Outreach Workshops and Stakeholder Interview (2 meetings total)</i>
<ul style="list-style-type: none">• <i>Summary Notes from Public Participation Events (2 meetings)</i>

TASK 4. SR 145 (YOSEMITE AVENUE) AS MAIN STREET PLAN

Task 4.1 Conceptual Design Alternatives

Mark Thomas will prepare conceptual design alternatives for transforming SR 145 (Yosemite Avenue) and downtown Madera into a Complete Streets corridor inclusive of, and or in coordination with, Caltrans Operational Improvements. Alternatives will be based upon existing conditions and community input. Consultant will use before and after visualizations and renderings of the proposed alternatives to clearly communicate the impacts of new facilities and develop consensus around desired outcomes. Alternatives seek to improve facilities to enhance multimodal options for residents and business patrons within the project area.

Mark Thomas will develop multimodal and streetscape Design Guidelines identifying and incorporating community character and streetscapes. This will build upon Madera's Vision 2025. All alternatives will be presented for Steering Committee and community feedback.

Complete Streets and Safe Mobility Plan

Mark Thomas shall incorporate the feedback of the Steering Committee and the community on concept alternatives with facilitation of community consensus for the preferred scenario identified within the Plan. The Plan is to develop a report describing complete streets deficiencies, safety issues, and recommended improvements with a prioritized listing of projects. The Plan should include the following:

Establish conceptual designs for improvements to:

- Provide improved facilities for all users and make connections to existing and planned operational improvements.
- Demonstrate how complete streets principles can be applied around downtown Madera.
- Improve safety for all users and reduce vehicle speeds.
- Promote active living.
- Utilize graphs, tables, figures, and photos, to convey the results of the analysis and prioritization recommendations.
- Enhance and protect the recent investments along SR 145.
- Provide recommended policies for the City of Susanville consideration.

EXHIBIT A



DELIVERABLE
<ul style="list-style-type: none">• <i>Conceptual Design Alternatives (2)</i>
<ul style="list-style-type: none">• <i>Draft Complete Streets and Safe Mobility Plans</i>

Task 4.2 Prepare Draft Report

Mark Thomas will prepare a Administrative Draft Main Street Plan incorporating concepts from prior tasks, including at a minimum:

1. Goals and Objectives
2. Existing Conditions: Analysis of existing conditions, land use, plans, safety data, studies, etc.
3. Analysis of future conditions- Population and employment growth, traffic, land use, attractors, recreation, etc.
4. Summary of Public Outreach
5. Recommended Policies
6. Complete Streets Conceptual Designs and Design Guidelines
7. Implementation/Next Steps and Financial Plan including project prioritization process and funding strategy

The drafts will be reviewed by the City and Steering Committee and the plans will then be revised and finalized to go before the public for review and comment.

Task 4.2.1 Public Review Draft Plan

The Mark Thomas team will incorporate feedback/comments and revise the administrative draft plan into a public review draft. The draft will be released to the public in conjunction with the final round of public workshops for review and feedback. The Consultant team will present the Public Draft Plan to the City Council.

Mark Thomas will provide 15 hard copies of the Draft Plan for distribution to the Project Team, City Council, and MCTC Board.

Task 4.2.2 Implementation

Mark Thomas will develop a list of programs and projects; identifying next steps needed to implement the Plan. Preliminary costs estimates will be developed for proposed projects and or programs.

Project Prioritization

This portion of the Plan will lay out the strategy for implementing the projects and programs. The Mark Thomas team, with input from the Steering Committee, will develop a project evaluation strategy including scoring criteria and ranking. Priority projects will represent the projects and programs intended for near-term implementation.

EXHIBIT A



The intent of an evaluation strategy is to identify achievable, priority projects for near-term implementation as well as projects for mid- and longer-term implementation. In order to do so, evaluation criteria needs to be developed to measure how strongly a project meets the Plan’s goals and policies as well as how well it adheres to best practices.

Financial Plan

Implementation of the projects and programs identified will take a significant amount of funding and time to implement. For the prioritized project list, develop planning level cost assumptions that will be used to determine project cost estimates. The financial plan will also include a funding strategy of potential funding sources and mechanisms.

DELIVERABLE
<ul style="list-style-type: none">• <i>Administrative Draft Master Plan</i>
<ul style="list-style-type: none">• <i>Draft Master Plan</i>

Task 4.3 Final Plan

The Mark Thomas team will incorporate feedback for the public, City of Madera, and MCTC into a Final Plan. The Consultant will provide 1 CD or thumb drive of all final deliverables and 15 hard copies of the Final Plan for Project Team, City Council, and MCTC Board.

Task 4.4 Prepare Final Plan

Based on feedback from the City, Steering Committee, and community, Mark Thomas team will revise and finalize the plan and submitted to the City for adoption.

DELIVERABLE
<i>Final Plan (1 CD of all final deliverables and 15 hard copies)</i>
<i>Presentation materials</i>

Assumptions and Exclusions:

- No surveying or mapping is included with this scope of work.
- No detailed designs are included with this scope.
- No economic analysis will be conducted with this scope of work.
- No grant applications will be prepared with this scope of work.

EXHIBIT B

COST PROPOSAL FOR PROJECT SCOPE: State Route 145 (Yosemite Avenue) as Main Street

	Mark Thomas											Subconsultants			TOTAL COST		
	Engineering				Landscape Architecture			Project Support				Total Hours	Total MT Cost	The Rios Company		JLB Traffic	Sub Mark-Up 5%
	Engineering Manager	Project Manager	Design Engineer II	Design Engineer I	Sr. LAUD Division Manager	Sr. Project Landscape Architect	Landscape Designer	Sr. Funding Specialist	Project Coordinator	Sr. Graphic Designer							
\$258	\$177	\$116	\$93	\$229	\$132	\$89	\$155	\$89	\$106								
1.0 DATA COLLECTION/IDENTIFY EXISTING CONDITIONS																	
1.1 Meetings									16			16	\$1,424			\$0	\$1,424
1.1.1 Kick-off		6			6							12	\$2,922			\$0	\$2,922
1.1.2 Client Meetings		12		16	12							40	\$7,700			\$0	\$7,700
1.1.3 PDT Meetings		12			12							24	\$5,844			\$0	\$5,844
1.2 Background Research and Data Gathering				16			16					32	\$3,968			\$0	\$3,968
Subtotal Phase 1	30	0	32	0	30	16	0	0	16	0	124	\$21,858	\$0	\$0	\$0	\$21,858	
2.0 REVIEW AND APPROVAL OF EXISTING CONDITIONS REPORTS																	
2.1 Safety Analysis				8	16							24	\$2,416		1,123	\$56	\$3,595
2.2 Draft Existing Conditions, Issues, and Opportunities Report	2	10	40	10	8	40	40					150	\$18,528		814	\$41	\$19,383
2.3 Final Existing Conditions, Issues, and Opportunities Report	2	4	20		4	20	20					70	\$6,880			\$0	\$6,880
Subtotal Phase 2	4	14	68	26	12	60	60	0	0	0	244	\$29,824	\$0	1937	96,85	\$318,575	
3.0 PUBLIC PARTICIPATION AND OUTREACH PLAN (PPOP)																	
3.1 Prepare PPOP	2											2	\$516	4,825		\$241	\$5,582
3.2 Outreach												0	\$0				\$0
3.2.1 Press Advisories/Media Materials												0	\$0	1,250			\$1,250
3.2.2 Social Media Communication Tools												0	\$0	2,600			\$2,600
3.2.3 Creative/Printing (English/Spanish)												0	\$0	2,150			\$2,150
3.2.4 Cultural Brokes												0	\$0	6,250			\$6,250
3.3 Public Outreach Workshops												0	\$0				\$0
3.3.1 Public Workshop #1 (Walking Tour)	8				8							16	\$3,896	8,500		\$425	\$12,821
3.3.2 Public Workshop #2 (Presentation of Alternatives)	8				8							16	\$3,896	8,500		\$425	\$12,821
3.3.3 Public Workshop #3 (Presentation of Report for Public Comment)	8				8							16	\$3,896	8,500		\$425	\$12,821
Subtotal Phase 3	26	0	0	0	24	0	0	0	0	0	50	\$12,204	\$42,575	\$0	\$1,516	\$56,295	
4.0 SR 145 (YOSEMITE AVENUE) as MAIN STREET PLAN																	
4.1 Develop Conceptual Alternatives	8	16	80	90	8	100	100				60	462	\$52,838		1,104	\$55	\$53,997
4.2 Prepare Draft Report												0	\$0				\$0
4.2.1 Draft Report	8		40	40	16	40						144	\$19,368			\$0	\$19,368
4.2.2 Implementation and Financial Plan	8								40			48	\$8,264		1,104	\$55	\$9,423
4.3 Prepare Final Report	8		40	40	16							104	\$14,088			\$0	\$14,088
Subtotal Phase 4	32	16	160	170	40	140	100	40	0	60	758	\$94,558	\$0	\$2,208	\$110	\$96,876	
TOTAL HOURS	92	30	260	196	106	216	160	40	16	60	1176						
Anticipated Salary Increases													\$0	\$0	\$0	\$0	\$0
OTHER DIRECT COSTS													\$6,961	\$5,500			\$12,461
TOTAL COST	\$23,736	\$5,310	\$30,160	\$18,228	\$24,274	\$28,512	\$14,240	\$6,200	\$1,424	\$6,360		\$165,405	\$48,075	\$4,145	\$1,724	\$219,349	

Exhibit C - Hourly Rate
EXHIBIT A
Mark Thomas & Company, Inc. Rate Schedule

Expires June 30, 2019*

HOURLY CHARGE RATES
Engineering Services

Sr. Principal	\$387
Principal	\$358
Sr. Engineering Manager	\$302
Engineering Manager	\$258
Practice Area Leader	\$258
Sr. Project Manager	\$216
Sr. Technical Lead	\$216
Project Manager	\$177
Technical Lead	\$177
Sr. Project Engineer	\$152
Sr. Technical Engineer	\$152
Project Engineer	\$133
Design Engineer II	\$116
Design Engineer I	\$93
Sr. Technician	\$112
Technician	\$83
Intern	\$54

Survey Services

Sr. Survey Manager	\$203
Survey Manager	\$172
Sr. Project Surveyor	\$156
Project Surveyor	\$141
Sr. Surveyor	\$120
Surveyor	\$99
Lead Survey Technician	\$129
Sr. Survey Technician	\$107
Survey Technician	\$77
Survey Intern	\$53
Single Chief	\$131
Single Chainman	\$109
Apprentice	\$77
1 Person Field Crew	\$130
2 Person Field Crew	\$255
3 Person Field Crew	\$340

Urban Planning/Landscape Architecture Services

Sr. LAUD Division Manager	\$229
LAUD Division Manager	\$209
Sr. LAUD Project Manager	\$182
LAUD Project Manager	\$162
Landscape Architect II	\$132
Landscape Architect I	\$97
Landscape Designer II	\$89
Landscape Designer I	\$66
Intern	\$54

Project Support/Coordination Services

Sr. Project Accountant	\$118
Project Accountant	\$94
Sr. Project Coordinator	\$113
Project Coordinator	\$89
Sr. Project Assistant	\$86
Project Assistant	\$60
Sr. Technical Writer	\$97
Technical Writer	\$62
Sr. Graphic Designer	\$106
Graphic Designer	\$76

District Management Services

Deputy District Manager	\$225
Sr. Inspector	\$113
Inspector	\$82

Grant Writing Services

Sr. Funding Specialist	\$155
Funding Specialist	\$125

Construction Management Services

Resident Engineer	\$215
Construction Inspector	\$145

Special Services

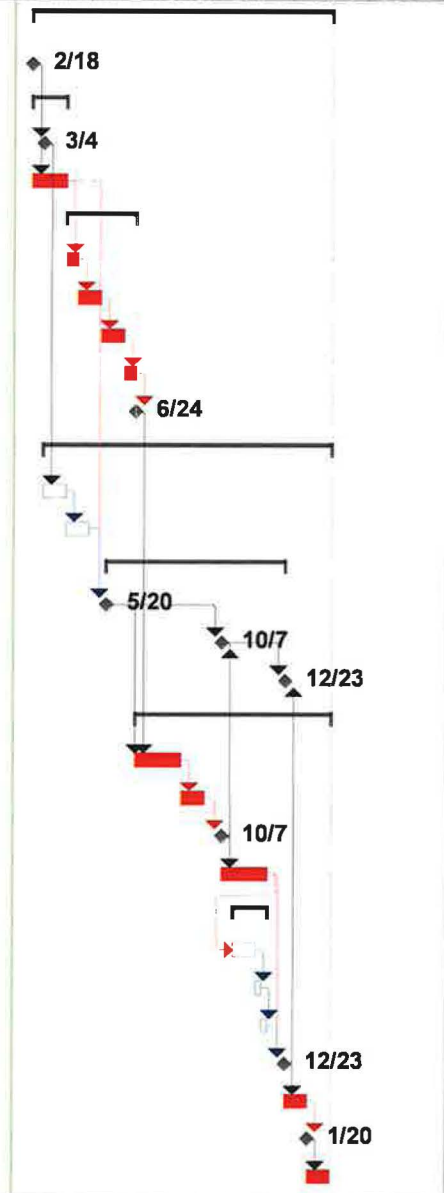
Expert Witness	\$405
Strategic Consulting	\$405

OTHER DIRECT COSTS
Reimbursables including, but not limited to:

Reproductions, Filing Fees and Field Expenses	Cost Plus 5%
Mileage	Per IRS Rate
Outside Consultant Fees	Cost Plus 5%

**State Route 145 (Yosemite Avenue) as
Downtown Main Street
Exhibit D - Project Timeline**

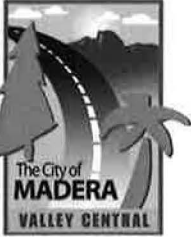
ID	Task Name	Duration	Start	Finish	2019		2020	
					Qtr 3	Qtr 4	Qtr 1	Qtr 2
1	SR 145 (Yosemite Avenue) as Downtown Main Street	260 days	Mon 2/18/19	Mon 2/17/20				
2	Notice to Proceed	0 days	Mon 2/18/19	Mon 2/18/19				
3	Task 1 - Data Collection/Identify Existing Conditions	30 days	Tue 2/19/19	Mon 4/1/19				
4	Project Kick Off and Staff Coordination	0 days	Mon 3/4/19	Mon 3/4/19				
5	Background Research and Data Gathering	6 wks	Tue 2/19/19	Mon 4/1/19				
6	Task 2 - Review and Approval of Existing Conditions Reports	60 days	Tue 4/2/19	Mon 6/24/19				
7	Safety Analysis	2 wks	Tue 4/2/19	Mon 4/15/19				
8	Prepare Draft Existing Conditions, Issues and Opportunities Report	4 wks	Tue 4/16/19	Mon 5/13/19				
9	Review Draft Existing Conditions Report	4 wks	Tue 5/14/19	Mon 6/10/19				
10	Revise Existing Conditions Report for Final Submittal	2 wks	Tue 6/11/19	Mon 6/24/19				
11	Submit Final Existing Conditions Report	0 wks	Mon 6/24/19	Mon 6/24/19				
12	Task 3 - Public Participation and Outreach Plan (PPOP)	250 days	Tue 3/5/19	Mon 2/17/20				
13	Prepare PPOP	4 wks	Tue 3/5/19	Mon 4/1/19				
14	Review/Approve PPOP	4 wks	Tue 4/2/19	Mon 4/29/19				
15	Public Outreach Workshops	155 days	Mon 5/20/19	Mon 12/23/19				
16	Public Workshop #1 (Walking Tour)	0 days	Mon 5/20/19	Mon 5/20/19				
17	Public Workshop #2 (Presentation of Alternatives)	0 days	Mon 10/7/19	Mon 10/7/19				
18	Public Workshop #3 (Presentation of Report of Public Comment)	0 days	Mon 12/23/19	Mon 12/23/19				
19	Task 4 - SR 145 (Yosemite Avenue) as Main Street Plan	170 days	Tue 6/25/19	Mon 2/17/20				
20	Develop Conceptual Design Alternatives	8 wks	Tue 6/25/19	Mon 8/19/19				
21	Review Conceptual Design Alternatives	4 wks	Tue 8/20/19	Mon 9/16/19				
22	Present Alternatives to Public	0 days	Mon 10/7/19	Mon 10/7/19				
23	Prepare Draft Report	8 wks	Tue 10/8/19	Mon 12/2/19				
24	Implementation and Financial Plan	30 days	Tue 10/22/19	Mon 12/2/19				
25	Recommended Projects and Programs	4 wks	Tue 10/22/19	Mon 11/18/19				
26	Project Prioritization	1 wk	Tue 11/19/19	Mon 11/25/19				
27	Financial Plan	1 wk	Tue 11/26/19	Mon 12/2/19				
28	Present Draft Report for Public Review/Comment	0 days	Mon 12/23/19	Mon 12/23/19				
29	Prepare Final Report	4 wks	Tue 12/24/19	Mon 1/20/20				
30	Submit for Caltrans Review/Approval	0 days	Mon 1/20/20	Mon 1/20/20				
31	Prepare Final Report for City Council Review/Approval	4 wks	Tue 1/21/20	Mon 2/17/20				



Project: SR 145 (Yosemite Avenue)
Date: Tue 1/29/19

Task Summary Critical

Milestone Project Summary



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in black ink, appearing to read "Keith Helmuth".

Keith Helmuth, PE, City Engineer

A handwritten signature in black ink, appearing to read "Arnaldo Rodriguez".

Arnaldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-15

SUBJECT: Consideration of a Resolution Approving Agreement with Beyaz & Patel, Inc. in the Amount of \$84,487.81 for Professional Engineering Design Services and Authorizing Optional Services up to \$8,448 for the "D" Street Water Tower Evaluation for the City of Madera, and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council):

1. Adopt a resolution approving an agreement with Beyaz & Patel, Inc. for design services related to the "D" Street water tower evaluation
2. Authorize the Mayor to execute the agreement

SUMMARY:

Staff presented an informational report to the City Council (Council) on August 15, 2018 and sought direction on how to proceed with the "D" Street Water Tower (Tower). Staff presented that an in-depth structural evaluation could range up to \$125,000. A formal Request for Proposals (RFP) was issued on October 18, 2018 with a due date of November 30, 2018, for professional engineering design services for the project. The proposed professional services agreement with Beyaz & Patel addresses the direction given by Council to evaluate the seismic and physical integrity of the "D" Street Water Tower and to present alternatives for the project. The cost proposed by Beyaz & Patel, Inc is \$84,487.81

DISCUSSION:

The "D" Street Water Tower, located at the corner of "D" Street and 7th Street next to the Frank Bergon Senior Center was constructed in 1911, is 133 feet tall, and, when functional, had a

capacity of 80,000 gallons. The Tower was decommissioned in 1976 and is no longer in use. A visual assessment was completed in 1994 at which time it was noted the Tower leaned nine inches from plumb, had loose rivet and bracing connections, and most likely would not meet then 1994 code standards. During this preliminary structural survey, it was also noted the steel tank structure was constructed with lead seals and painted with lead pigment paints. At that time, the consulting engineer recommended a more thorough structural evaluation (with calculations) be completed.

In 2011, the City Council directed Staff to begin collecting funds to demolish and remove the water tower. The current water rate structure approved in 2015 includes a budget of \$300,000 for demolition of the tower.

In August of 2018, staff met with representatives of the Madera County Historical Society to discuss the potential demolition. While the Historical Society opposes the loss of the community feature, they reiterated that they do not have funding to assist with the rehabilitation of the Tower. They felt strongly about the preservation of the tower and appreciated City staff informing them of the agenda item. The Historical Society supported Council's direction to conduct a thorough investigation of the tower and to obtain information on the options discussed at the August 15 meeting.

Council directed staff to circulate a RFP so that options could be identified in conjunction with projected estimates. Bayez & Patel, Inc. was the sole firm that responded to the RFP. A review of their proposal showed, based on experience, that they are qualified for the evaluation. The agreement with Bayez & Patel, Inc. will evaluate the three alternatives below and provide recommendations for the feasibility of each:

- 1. Retain at present location.** A seismic and physical integrity evaluation will be performed. The evaluation will include field exploratory and testing work for dimensions and member sizes, size and depth of the existing footing, material properties of the steel and concrete, and the presence of lead paint
- 2. Demolish and Remove.** Complete demolish of the Water Tower and removal from the site.
- 3. Deconstruct and Remove.** Deconstruct the Tower and remove from the site while retaining the ability to secure and reconstruct only the water tank as a cultural amenity at a new location in the future.

FINANCIAL IMPACT:

The recommended options as part of this evaluation would have no fiscal impact to the City's General Fund. It will cost the city \$84,487.81 of the water fund. The cost of the evaluation has been included in budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This effort supports this strategy to create a safe and healthy environment for all Maderans which is included in the Vision Statements Summary.

ALTERNATIVES:

1. Elect to not study the alternatives as discussed.
2. Provide additional guidance which would require that staff recirculate the RFP.
3. Reject the proposal and leave the tower as-is.

ATTACHMENTS:

1. Photo of tower
2. Resolution
3. Agreement

ATTACHMENT 1

D STREET WATER TOWER



ATTACHMENT 2

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BEYAZ & PATEL, INC. IN THE AMOUNT OF \$84,487.81 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND AUTHORIZING OPTIONAL SERVICES UP TO \$8,448 FOR THE "D" STREET WATER TOWER EVALUATION FOR THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, the City of Madera has identified the "*D*" Street Water Tower Evaluation Project and the need to validate options; and

WHEREAS, professional engineering services are necessary for completion of the Project; and

WHEREAS, the City of Madera has programmed Water System Utility Funds in the Fiscal Year 2016/17 Budget for such services; and

WHEREAS, the City of Madera has prepared an agreement for such services with Beyaz & Patel, Inc. that is on file in the office of the City Clerk of the City of Madera (the "Agreement") and referred to for full particulars.

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 Agreement for professional engineering services as described above is necessary to carry out the project.
3. The Agreement with Beyaz & Patel, Inc., is approved for a Basic Fee amount of \$84,487.81 and \$8,448 for Optional Services as approved by the City Engineer.
4. The Mayor is authorized to execute the agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 3

ATTACHMENT 1

Standard Professional Services Agreement

&

Consultant Acknowledgment

AGREEMENT WITH BEYAZ & PATEL, INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR “D” STREET WATER TOWER (WATER TOWER) EVALUATION FOR THE CITY OF MADERA

This Agreement made and entered into this 6TH day of February, 2019 between the City of Madera, a municipal corporation of the State of California, hereinafter called “CITY”, and Beyaz & Patel, Inc., located in Walnut Creek, CA, hereinafter called “CONSULTANT ”.

WITNESSETH

WHEREAS, CITY plans to conduct seismic analysis and demolition of the “D” Street Water Tower located on “D” Street in the City of Madera, California, hereinafter called “Project”; and

WHEREAS, CITY needs the services of a professional engineering firm to provide professional engineering design services for the evaluation and demolition of the water tower; and

WHEREAS, CONSULTANT is qualified and certified to provide the required professional engineering design services and is knowledgeable of the principals and practices of the industry associated with the design of water towers and

WHEREAS, CITY desires to hire CONSULTANT for such professional engineering design services.

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

CITY hereby hires CONSULTANT to provide professional engineering design services as set forth herein in connection with the Project. Said work to be performed pursuant to this agreement is more particularly described in the Scope of Work.

2. SCOPE OF WORK:

CONSULTANT shall provide the professional engineering services as set forth in EXHIBIT A, "Scope of Work", attached hereto and incorporated herein by reference.

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

CONSULTANT shall communicate and meet with CITY staff at project progress meetings at intervals mutually agreed to between CITY and CONSULTANT to verify, refine and complete the project requirements and review the progress of the project. Such meetings shall be as set forth in the Scope of Work, EXHIBIT A.

4. CITY'S OBLIGATIONS

The CITY shall provide the consultant with the following:

- a. Provide a Project Manager to work with CONSULTANT;
- b. Review all submittals timely;
- c. Pay all fees for permits;

5. COMPENSATION

The basic fee based on the estimated hours of work shown in EXHIBIT B, "Proposed Fee ", attached hereto and incorporated herein by reference, for the work tasks itemized in the Scope of Work is \$84,487.81.

City and Consultant agree on the rates shown in EXHIBIT C, "Hourly Rate Schedule". It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee shown in EXHIBIT B.

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT'S invoice with a copy of the sub-consultant's invoice attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Scope of Work or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of eight thousand four hundred forty eight dollars (\$8,448).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

Without limiting Consultant's indemnification of City, and prior to commencement of Work, Consultant shall obtain, provide, and continuously maintain at its own expense during the term of the Agreement, and shall require any and all Subcontractors and

Subconsultants of every Tier to obtain and maintain, policies of insurance of the type and amounts described below and in form satisfactory to the City.

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$1,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$2,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$1,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, it's officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a

period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City, its elected or appointed officers, agents, officials, employees, and volunteers, or shall specifically allow Consultant, or others providing insurance evidence in compliance with these specifications, to waive

their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against the City and shall require similar written express waivers and insurance clauses from each of its subconsultants or subcontractors.

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

All original papers, documents, reports, drawings and other work product of CONSULTANT are instruments of service. All reports and legal documents shall include the professional's registration number and be stamped, signed and dated. All instruments of service shall, upon payment in full to CONSULTANT, become the property of the City whether the project for which they are prepared is executed or not. CONSULTANT shall be permitted to retain copies, including reproducible copies, of the instruments of service for information and reference. The instruments of service shall not be used by the CONSULTANT on other projects, except by agreement in writing by the City. In the event the City reuses such instruments of service, CONSULTANT shall be released and held harmless by the City from any and all liability, including legal costs and attorneys' fees, with respect to the reuse of such instruments of service.

Reuse of documents for any purpose other than as intended under this Agreement shall be at CITY'S sole risk. CITY shall indemnify CONSULTANT for any damages incurred as a result of such reuse, including use of incomplete documents.

11. TIME OF COMPLETION:

A. Based on an agreed upon Notice to Proceed date, CONSULTANT shall complete the work as shown in EXHIBIT D, "Project Timeline."

B. CONSULTANT shall not be held responsible for delays caused by CITY review or by reasons beyond CONSULTANT'S control. Also, CONSULTANT shall not stop his work, including work unrelated to any extra services request, unless it can be shown that the project work cannot proceed while a claim or request for extra services is being evaluated.

C. Time is of the essence in the completion of the services covered by this Agreement. Failure of CONSULTANT to comply with the above time schedule by more than fourteen (14) calendar days, unless the delay is not attributable to CONSULTANT or is attributable to CITY, is sufficient cause to terminate this Agreement, at the option of CITY, in accordance with Section 13.

D. CONSULTANT shall complete all services required under this Agreement and this Agreement shall expire on December 31, 2019, unless extended by mutual agreement.

12. TERMINATION OF AGREEMENT:

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

B. CITY may immediately suspend or terminate this Agreement in whole or in part by written notice where, in the determination of CITY, there is:

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

In no event shall any payment by CITY or acceptance by CONSULTANT constitute a waiver by such party of any breach of this Agreement or any default which

may then exist on the part of either party. Neither shall such payment impair or prejudice any remedy available to either party with respect to such breach or default. CITY shall have the right to demand of CONSULTANT the repayment to CITY of any funds disbursed to CONSULTANT under this Agreement which, as determined by the appropriate court or arbitrator, were not expended in accordance with the terms of this Agreement.

13. APPROVAL:

CITY will give reasonably prompt consideration to all matters submitted by CONSULTANT for approval to the end that there will be no significant delays in CONSULTANT'S program of work. An approval, authorization or request to CONSULTANT given by CITY will only be binding upon CITY under the terms of this Agreement if in writing and signed on behalf of CITY by a CITY representative or designee.

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

Indemnity for Other Than Professional Liability: Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend, and hold harmless Agency, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses,

expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel's fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or Agency for which Consultant is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Consultant

15. RESPONSIBILITY FOR OTHERS:

CONSULTANT shall be responsible to CITY for its services and the services of its sub consultants. CONSULTANT shall not be responsible for the acts or omissions of other parties engaged by CITY nor for their construction means, methods, techniques, sequences, or procedures, or their health and safety precautions and programs.

16. PROFESSIONAL RESPONSIBILITY:

CONSULTANT shall be obligated to comply with applicable standards of professional care in the performance of the Services. CONSULTANT recognizes that opinions relating to environmental, geologic, and geotechnical conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data are obtained, despite the use of due professional care.

17. PARTIES BOUND BY AGREEMENT:

This Agreement shall be binding upon CITY, CONSULTANT, and their successors in interest, legal representatives, executors, administrators and assigns with respect to all covenants as set forth herein. CONSULTANT shall not subcontract, assign, or transfer any of the work except as otherwise provided for in this agreement.

18. COMPLETE AGREEMENT OF PARTIES:

This Agreement, including attachments incorporated herein by reference, represents the entire Agreement and understanding between the parties. Any modifications of this Agreement shall be in writing and signed by authorized

representatives of the parties. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.

19. ASSIGNMENT WITH APPROVAL:

It is understood that neither party shall assign, sublet, subcontract or transfer its rights or obligation under this Agreement without the prior express, written consent of the other party.

20. INDEPENDENT CONTRACTOR:

In performance of the work, duties and obligations assumed by CONSULTANT under this Agreement, it is mutually understood and agreed that CONSULTANT, including any and all of CONSULTANT'S officers, agents and employees will, at all times, be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner or associate of CITY. Furthermore, CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and function. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions hereof. CONSULTANT and CITY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over the subject matter hereof.

Because of its status as an independent contractor, CONSULTANT shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee to others unrelated to CITY or to this Agreement.

21. GOVERNING LAW:

Any controversy or claim arising out of, or relating to, this Agreement which cannot be amicably settled without court action shall be litigated either in the appropriate State

court for Madera County, California, or as appropriate in the U. S. District Court for the Eastern District of California, located in Fresno County. The rights and obligations of the parties and all interpretations and performance of this Agreement shall be governed in all respects by the laws of the State of California.

22. AMENDMENTS:

Any changes to this Agreement requested either by CITY or CONSULTANT may only be affected if mutually agreed upon in writing by duly authorized representatives of the parties hereto. This Agreement shall not be modified or amended or any rights of a party to it waived except by such in writing.

23. COMPLIANCE WITH LAWS AND WAGE RATES:

CONSULTANT shall comply with all Federal, State, and local laws, ordinances, regulations and provisions applicable in the performance of CONSULTANT'S services. CONSULTANT may use professional practices and standards regarding the interpretation of these laws.

Wherever reference is made in this Agreement to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such corporation's articles of incorporation or charter and by-laws; (ii) that this Agreement is binding upon such corporation; and (iii) that CONSULTANT is a duly organized and legally existing corporation in good standing in the State of California.

25. NOTICES:

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either party to this Agreement by the other party shall be in writing, and shall be deemed duly served and given when personally delivered to the party to whom it is directed or any managing employee or that party or, in lieu of personal service, when deposited in the United States mail, first class postage prepaid, addressed as follows:

CITY OF MADERA

Engineering Division
205 W. 4th Street
Madera, CA 93637

CONSULTANT

Beyaz & Patel, Inc
1280 Civic Dr., Ste. 204
Walnut Creek, Ca 94596

26. SOLE AGREEMENT:

This instrument constitutes the sole and only agreement between CONSULTANT and CITY respecting the Project and correctly sets the obligations of the CONSULTANT and CITY to each other as of this date. Any agreements or representations respecting the above project, not expressly set forth in this instrument are null and void.

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

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Andrew J. Medellin, Mayor

By: _____

Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

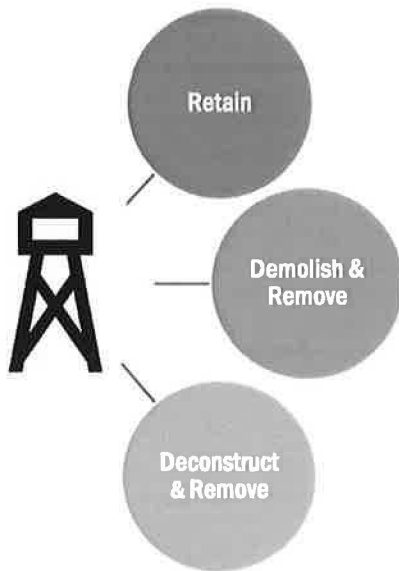
ATTEST:

By: _____
Sonia Alvarez, City Clerk

- The general behavior of the tower and foundation structure will be evaluated and critical component demand-to-capacity (DCRs) will be computed. To assist in the tower evaluation, we plan to develop a three-dimensional finite element computer model using the structural analysis software SAP 2000 computer program. We will be able to determine which structural component is overstress and deficient, and will require strengthening.
- Determine why the Water Tower is leaning approximately eight inches.
- Develop strengthening measures to mitigate the deficient structural components.

Task 4: Alternative Analysis

- Evaluate the feasibility of the three alternatives as list below. The assessment will provide the advantages and disadvantages of each option, develop conceptual drawings and develop engineering estimate of the construction cost.



Option 1: Retain the Water Tower at its present location. Seismic and physical integrity evaluation will be performed for the “D” Street site. Field exploratory work will be required to determine the size and depth of the existing footing. This option will include evaluating the feasibility and cost impact to reduce the overall height of the Water Tower.

Option 2: Complete demolition of the Water Tower and removal from the site.

Option 3: Deconstruct the Water Tower and removal from the site while retaining the ability to secure and reconstruct only the water tank as a cultural amenity at a new location in the future.

- Attend alternative analysis review meeting with the City.

Task 5 Deliverables (2): Assessment Report
 Engineering Estimate

Task 5: Preliminary Design Report

- Prepare Preliminary Design Report (PDR), documenting findings and recommendations with estimated engineering cost estimates, to City for review. Geotechnical report will be included as an appendix to the PDR.
- Attend PDR review meeting with City

Task 5 Deliverables (2): Preliminary Design Report
 Geotechnical Report

Beyaz & Patel

Engineering expertise since 1975

1280 Civic Drive
Suite 204
Walnut Creek, CA 94596

(925) 934-0707
www.beyazpatel.com

EXHIBIT B

PROPOSED FEE

Below is our proposed fee for the City of Madera "D" Street Water Tower Evaluation.

City of Madera "D" Street Water Tower Evaluation

	BEYAZ & PATEL						Total Labor Cost	ODC 3%	TOTAL COST
	Principal in Charge	Project Manager	Senior Engineer	Engineer	CAD Designer	Admin. Assistant			
Hourly Billing Rates	\$236.00	\$206.00	\$161.00	\$134.00	\$127.00	\$73.00			
SCOPE OF WORK									
Task 1-Project Management									
1.1 Project Management		24					\$4,944.00	\$148.32	\$5,092.32
1.2 Develop Detail Work Plan		2	4			1	\$1,129.00	\$33.87	\$1,162.87
1.4 QA/QC Review	8						\$1,888.00	\$56.64	\$1,944.64
1. Total	8	26	4	0	0	1	\$7,961.00	\$238.83	\$8,199.83
Task 2-Data Collection Phase									
2.1 Review Available Documents		1	4				\$850.00	\$25.50	\$875.50
2.2 Attend Kick-off Meeting		8					\$1,648.00	\$49.44	\$1,697.44
2.3 Field Investigation/Survey Work		12	8				\$3,760.00	\$112.80	\$3,872.80
2.4 Geotechnical Investigation/Evaluate		1	4				\$850.00	\$25.50	\$875.50
2. Total	0	22	16	0	0	0	\$7,108.00	\$213.24	\$7,321.24
Task 3-Seismic and Structural Evaluation Phase									
3.1 Seismic Evaluation		24	80	40			\$23,184.00	\$695.52	\$23,879.52
3.2 Develop Strengthening Measures		6	20	12	8		\$7,080.00	\$212.40	\$7,292.40
3. Total	0	30	100	52	8	0	\$30,264.00	\$907.92	\$31,171.92
Task 4-Alternative Analysis									
4.1 Evaluate the Feasibility of the 3 Options		6	20	8	24		\$8,576.00	\$257.28	\$8,833.28
4.2 Cost Estimate for the 3 Options		2	24				\$4,276.00	\$128.28	\$4,404.28
4.3 Attend Alternative Analysis Review Mtg		8					\$1,648.00	\$49.44	\$1,697.44
4. Total	0	16	44	8	24	0	\$14,500.00	\$435.00	\$14,935.00
Task 5-Preliminary Design Report									
5.1 Prepare PDR		4	16		10	12	\$5,546.00	\$166.38	\$5,712.38
5.2 Attend PDR Review Meeting		8					\$1,648.00	\$49.44	\$1,697.44
5. Total	0	12	16	0	10	12	\$7,194.00	\$215.82	\$7,409.82
Other Direct Costs									
Geotechnical Services							\$12,000.00	\$360.00	\$12,360.00
Field Survey Work							\$3,000.00	\$90.00	\$3,090.00
SUBTOTAL ALL TASK	8	106	180	60	42	13	\$82,027.00	\$2,460.81	\$84,487.81

Beyaz & Patel

Engineering expertise since 1975

1280 Civic Drive
Suite 204
Walnut Creek, CA 94596

(925) 934-0707
www.beyazpatel.com

EXHIBIT C

BEYAZ & PATEL FEE SCHEDULE

Professional Classification	Hourly Billing Rates
Principal Engineer	\$236.00
Senior Structural Engineer	\$206.00
Senior Engineer	\$161.00
Engineer	\$134.00

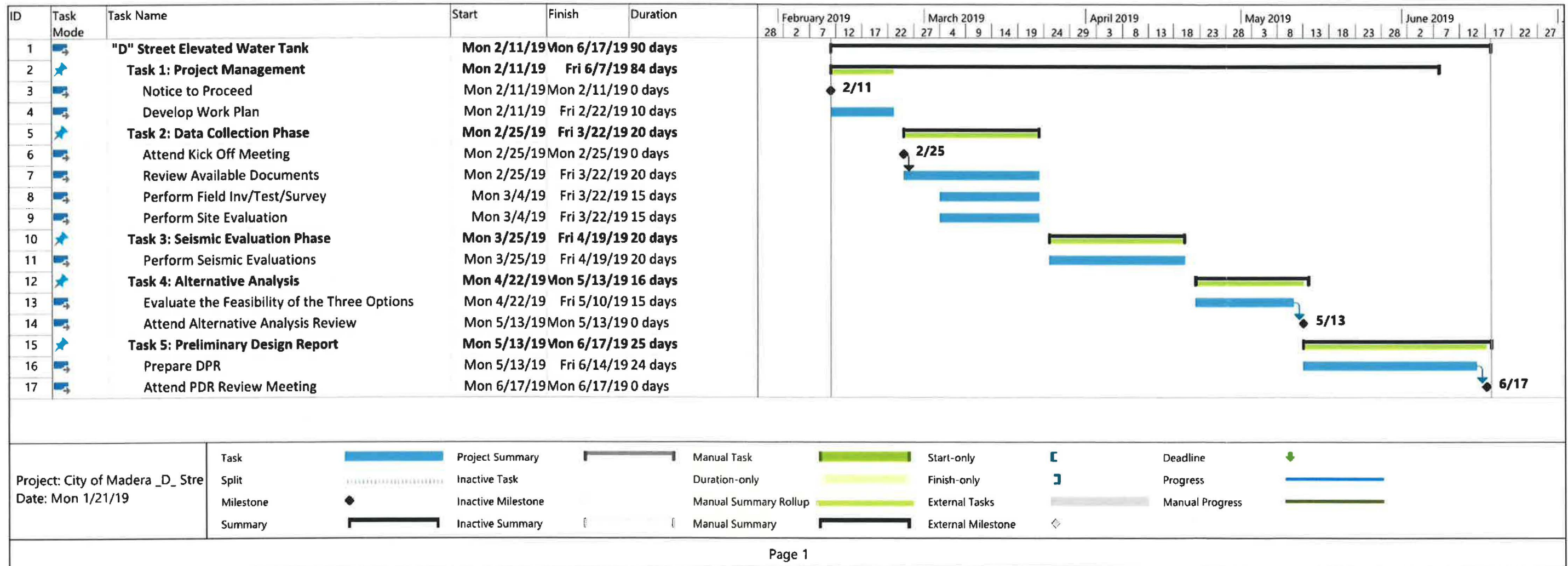
Technical Classification	Hourly Billing Rates
CAD Designer	\$127.00

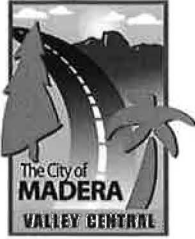
Administrative Classification	Hourly Billing Rates
Clerical/Word Processing	\$73.00

Notes:
1. Hourly billing rates are adjusted annually at the beginning of the fiscal year.
2. Other Direct Costs will be billed at 3%.
3. Mileage will be billed at Federal standard mileage rate.

EXHIBIT D

City of Madera "D" Street Elevated Water Tower Project Schedule



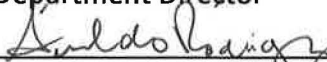


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-16

SUBJECT: CONSIDERATION OF A RESOLUTION APPOINTING EVA MEDINA TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

RECOMMENDATION: Staff recommends that City Council (Council) approve a resolution appointing Eva Medina to the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC).

SUMMARY: The RAC meets quarterly. Meetings consist of an evaluation and discussions of funded programs and activities. This committee makes recommendations for the annual CDBG allocations each year, that are consistent with the priorities in the five-year CDBG Consolidated Plan and the Vision Madera 2025 Action Plan. Staff and the Chair of the RAC then takes these recommendations to Council, which ultimately decides the final allocation of this grant. To continue to allow for greater community input and oversight of the CDBG allocation process, Council appointments to the Review and Advisory Committee are necessary.

DISCUSSION: The RAC provides recommendations for the allocation of CDBG funds through a public hearing process that allows for greater community involvement. The appointment criteria provide for a representative nominated by each Council Member and the Mayor. This seven-member committee composition ensures a wider selection of potential candidates. The appointment criteria align with policies of other community advisory bodies and the composition of the Council. The Committee is a discretionary part of the City's CDBG process and the Department of Housing and Urban Development neither requires its formation nor prescribes its policies. The Council is highly encouraged to be bound by the recommendations, yet the Council may allocate CDBG funds according to their own preferences.

Mayor Pro Tem Montes is nominating Eva Medina. The RAC appointees serve for a period consistent with the Mayor's and Council Members' terms. The Mayor and Council Members have the option to reappoint existing RAC appointees.

FINANCIAL IMPACT: The RAC operates as a volunteer advisory committee and its members do not receive compensation for their services. As a result, the RAC composition will not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the committee performs a valuable role in the community input process.

ALTERNATIVES: Alternatives available for the City Council to consider are as follows:

1. Reject the nomination. This alternative has the potential to create a lack of progress on this year's CDBG allocation process; thereby, not meeting milestones and jeopardizing funding.
2. Dissolve the RAC and return to presentations by applicants followed by Mayor and Council Member agreed upon allocations.
3. Refer the item back to staff for additional information.
4. Elect to fund Administrative and Capital Projects/Public Improvements exclusively.

ATTACHMENTS:

1. Resolution
2. Eva Medina's Committee Application

RESOLUTION NO. 19_____

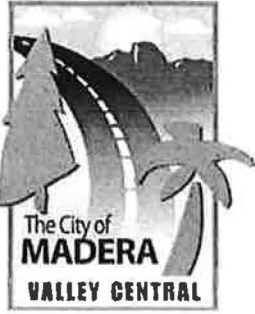
**A RESOLUTION, OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPOINTING EVA MEDINA TO THE COMMUNITY DEVELOPMENT
BLOCK GRANT REVIEW AND ADVISORY COMMITTEE**

WHEREAS, the City of Madera established the Community Development Block Grant (CDBG) Review and Advisory Committee (RAC) to provide greater public input in the grant allocation process; and

WHEREAS, Mayor Pro Tem Montes has nominated Eva Medina as his representative on the CDBG RAC.

NOW, THEREFORE, the City Council of the City of Madera, California, hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The City Council hereby appoints Eva Medina to the CDBG RAC of the City of Madera for the term prescribed by Ordinance.
3. This resolution is effective immediately upon adoption.



Madera City Clerk

RECEIVED

By: D. Alvarez
Date: 1/16/19

**CITY OF MADERA
COMMISSION, BOARD, AND COMMITTEE**

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- | | |
|--|--|
| <input type="checkbox"/> ADA Advisory Council | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input checked="" type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee |
| <input type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

Medina LAST NAME	Eva FIRST NAME	 M.I.
HOME ADDRESS Same	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS Retired	CITY, STATE ZIP	E-MAIL ADDRESS
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA 24 YEARS ____ MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	--

EDUCATIONAL BACKGROUND:

Orosi High School Diploma
College of Sequoias
California State University Fresno, Bachelor of Science Degree

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

CCPOA, California Correctional Peace Officers Association
Big Brothers, Big Sisters Organization (Fresno/Madera)

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

None

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

I am interested in serving because I want to be involved in assisting the City of Madera, by reviewing, implementing grants and or programs, that will enhance the community of Madera. I want Madera to be a stronger and safer city, so that it's residents, can have more opportunities to grow and prosper in their own community.

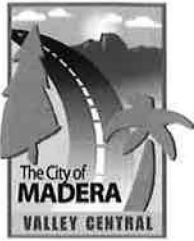
REFERENCES (Optional):

1-16-19
DATE


SIGNATURE

PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

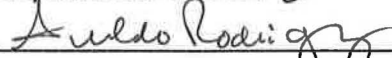


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: B-17

SUBJECT:

Consideration of a resolution appointing Ryan Cerioni to the City of Madera Planning Commission (Commission).

RECOMMENDATION:

Staff recommends that the City Council (Council) accept the recommendation of Councilmember Santos Garcia and adopt the resolution appointing Ryan Cerioni to fill the current vacancy in the Commission.

SUMMARY:

The term of office for Planning Commissioner (Commissioner) Robert Gran, Jr. ended in December, 2018 in conjunction with the election of Santos Garcia to the District No. 5 seat of the Council. After consideration, it is the desire of Councilmember Garcia to nominate Ryan Cerioni to serve as his appointment to the Commission.

Staff recommends Council adoption of a resolution appointing Ryan Cerioni to the Commission. The appointment terms will run through December of 2022.

DISCUSSION:

The Commission is comprised of seven members. Commissioners are nominated individually, one by the Mayor and one by each of the six Councilmembers. Appointments to the Commission are for a term of four years or until the Councilmember who nominated the Commissioner is no longer serving as a Councilmember, whichever period is less. When a Commissioner vacates his/her office, their replacement completes the original term of office. With the appointment of Ryan Cerioni to the Commission, the current appointments to the Commission will be as follows:

Council Member	Appointee	Term Expires
Mayor Andy Medellin	Ramon Lopez-Maciel	12/20
Council Member Cece Foley Gallegos	Robert Gran Jr.	12/22
Council Member Jose Rodriguez	Israel Cortez	12/20
Council Member Steve Montes	Alexander Salazar	12/22
Council Member Derek Robinson	Richard Broadhead	12/20
Council Member Santos Garcia	Ryan J. Cerioni	12/22
Council Member Donald Holley	Pamela Tyler	12/20

FINANCIAL IMPACT:

There is no significant financial impact to the City. Serving as a Commissioner is an unpaid position, although training opportunities for Commissioners is supported by the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

Council appointments to the Commission are recommended to the Council by the individual appointing Councilmembers, for appointment by the whole of the Council. The Council can affirm or reject the recommended appointee. If rejected, the appointing Councilmember may recommend a different citizen for appointment, to again be affirmed or rejected by the whole of the Council.

ATTACHMENTS:

1. Application of Ryan Cerioni
2. Resolution

RESOLUTION NO. _____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPOINTING RYAN CERIONI TO THE CITY OF
MADERA PLANNING COMMISSION**

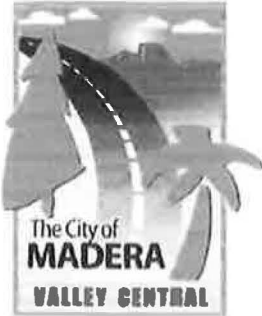
WHEREAS, Ryan Cerioni has been nominated by Councilmember Santos Garcia to serve on the City of Madera Planning Commission; and

WHEREAS, it is the intention and desire of the City Council to appoint Ryan Cerioni to the Planning Commission,

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

1. The above recitals are true and correct.
2. Ryan Cerioni is appointed to serve on the City of Madera Planning Commission as a Commissioner for the term provided by law.
3. This resolution is effective immediately upon adoption.

* * * * *



CITY OF MADERA COMMISSION, BOARD, AND COMMITTEE

APPLICATION

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

PLEASE CHECK ONE OR MORE:

- | | |
|---|--|
| <input type="checkbox"/> ADA Advisory Council | <input type="checkbox"/> Airport Advisory Commission |
| <input type="checkbox"/> Beautification Committee | <input type="checkbox"/> Civil Service Commission |
| <input type="checkbox"/> CDBG Review and Advisory Committee | <input type="checkbox"/> Loan Review Committee |
| <input checked="" type="checkbox"/> Planning Commission | <input type="checkbox"/> Transit Advisory Board |
| <input type="checkbox"/> Other: _____ | |

Please type or print in ink.

<u>CERIONI</u>	<u>RYAN</u>	<u>J</u>
LAST NAME	FIRST NAME	MI
HOME ADDRESS	CITY, STATE, ZIP	HOME PHONE
MAILING ADDRESS	CITY, STATE ZIP	E-MAIL ADDRESS
<u>MADERA BUILDERS SERVICES, LLC</u>	<u>MANAGING MEMBER</u>	<u>559-673-7002</u>
EMPLOYER	JOB TITLE	BUSINESS PHONE

LENGTH OF RESIDENCE IN CITY OF MADERA <u>LIFE</u> <u>40</u> YEARS <u> </u> MONTHS	ARE YOU A REGISTERED VOTER OF THE CITY OF MADERA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	HAVE YOU EVER BEEN CONVICTED OF A FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--	--

EDUCATIONAL BACKGROUND:

MHS GRAD - 1997
FINANCE DEGREE - CSU FRESNO - 2003

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

MADERA COMMUNITY HOSPITAL FOUNDATION
- PRESIDENT
- VICE PRESIDENT

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

N/A

I AM INTERESTED IN SERVING FOR THE FOLLOWING REASONS:

REFERENCES (Optional):

1-25-19

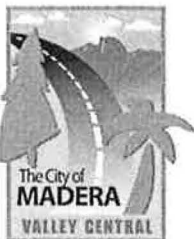
DATE



SIGNATURE

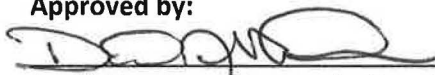
PLEASE RETURN COMPLETED APPLICATION TO:

CITY OF MADERA
OFFICE OF THE CITY CLERK
205 West Fourth Street
Madera, CA 93637
(559) 661-5405
(559) 674-2972 Fax

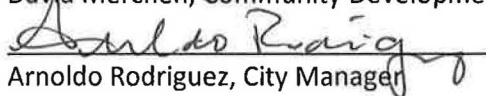


REPORT TO CITY COUNCIL

Approved by:



David Merchen, Community Development Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: C-1



Bob Wilson, Successor Agency Executive Director

SUBJECT:

Consideration of a Resolution Consenting to Assignment of Real Estate Option Agreement Between the City of Madera and Madera Opportunities for Resident Enrichment and Services, Inc. for the Property at 200 and 204 N. "C" Street to Pacific West Communities;

And

Consideration of a Resolution Consenting to Assignment of the Agreement Between the Successor Agency to the Former Madera Redevelopment Agency and Madera Opportunities for Resident Enrichment and Services, Inc. for Purchase and Sale of Real Property and Escrow Instructions for the Property at 121 and 125 N. "C" Street to Pacific West Communities

RECOMMENDATION:

Staff recommends that the City Council (Council) take following actions regarding previously executed real estate agreements for the properties involved with the Downtown Veterans and Family Housing Project:

1. Adopt a resolution consenting to the assignment of rights pursuant to the real estate option agreement for the property at 200 and 204 N. "C" Street to Pacific West Communities.
2. Acting as the Successor Agency to the Former Madera Redevelopment Agency (Successor Agency), adopt a resolution consenting to the assignment the real estate agreement for the property at 121 and 125 N. "C" Street to Pacific West Communities.

SUMMARY:

In October of 2018, the City and the Successor Agency entered into separate real estate agreements ("Agreements") with Madera Opportunities for Resident Enrichment and Services, Inc (MORES) for City properties at 200 and 204 N. "C" Street and Successor Agency properties at 121 & 125 North "C" Street ("the Properties"). MORES is proposing to develop the Downtown Veterans and Housing Project ("Project") on the Properties and a grant application to fund the Project through the Affordable Housing Sustainable Communities (AHSC) program is being completed. MORES is proposing to add Pacific West Communities ("Pacific West") as lead development partner for the Project and co-applicant for the grant. MORES is also proposing to assign rights under the both Agreements to Pacific West to grant them site control as required by the AHSC program.

DISCUSSION:

A key requirement for competitive AHSC grant applications is the ability to demonstrate recent, relevant development experience. Based on criteria just released for the AHSC program, it appears that neither MORES or the City will be able to cite sufficient experience for the type of project being proposed. To strengthen developer qualifications for the grant submittal, MORES intends to partner with Pacific West, who will become the lead developer for the Project and additional co-applicant for the grant. Pacific West is an experienced developer who has previously worked in Madera with MORES, including the development of the Arborpoint apartment complex at Clark and Sonora Streets.

For the purpose of satisfying grant requirements, MORES is proposing to assign rights under the Agreements to Pacific West, giving them the right and ability to purchase the City and Successor Agency properties. This process is recommended to ensure that grant reviewers can clearly determine that the developer has control over the site and the ability to move forward with the developing the properties if the grant is awarded.

Funds for the purchase of the properties is intended to be supplied by a Grant Agreement between the Successor Agency and MORES. The Grant Agreement will stay with MORES, and MORES and Pacific West will work hand-in-hand to close escrow on the properties if the grant is awarded. Of note, the funds to purchase the property will only be available if Pacific West, MORES, and the City are successful in obtaining AHSC funding to develop the project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

While not specifically identified in the Vision 2025 Action Plan, this recommended action supports Action 101.8: Promote & encourage development & redevelopment of low & moderate-cost housing as part of the Housing Element Update.

FISCAL IMPACT:

Consenting to the assignment of rights under the Agreement will not generate any fiscal impact.

ALTERNATIVES:

The City Council may choose not to consent to the assignment of rights under the Agreement. It is unclear whether the Project could be funded without providing an experienced lead developer with site control.

ATTACHMENTS:

1. City of Madera Resolution Consenting to Assignment
2. Successor Agency Resolution Consenting to Assignment

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONSENTING TO ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. FOR THE PROPERTY AT 200 AND 204 N. "C" STREET TO PACIFIC WEST COMMUNITIES

WHEREAS, the City owns two undeveloped, contiguous parcels located at the northwesterly corner of North "C" Street and 5th Street in downtown Madera (the "Property"); and

WHEREAS, Madera Opportunities for Resident Enrichment and Services, Inc (MORES) is proposing to develop a 28-unit veterans housing project on the Property, and is in the process of preparing an application to fund the housing project through the Affordable Housing Sustainable Communities (AHSC) program; and

WHEREAS, on October 10, 2018, the City entered into a Real Estate Option Agreement ("Agreement") providing MORES with the exclusive right to purchase the Property; and

WHEREAS, MORES intends to partner with Pacific West Communities to strengthen the developer qualifications for the AHSC grant application and MORES desires to assign rights under the Agreement to Pacific West Communities to provide the developer with site control as required by the AHSC program; and

WHEREAS, MORES has requested that the City consent to the assignment of rights pursuant to the Agreement.

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 hereby consents to the assignment of the Real Property Option Agreement Between the City of Madera and Madera Opportunities for Resident Enrichment and Services, Inc for the Property at 200 and 204 N "C" Street, a copy of which is on file in the Office of the City Clerk and referred to for particulars, to Pacific West Communities.
3. In the event the Option specified in the Option Agreement is exercised by Pacific West Communities, Exhibit B of the Option Agreement, the Agreement for Purchase and Sale of the Properties, shall be deemed as "assigned" to Pacific West Communities as contemplated under Section 12 of that document.
4. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 19-_____

A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, CONSENTING TO ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS BETWEEN THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. FOR THE PROPERTY AT 121 AND 125 N. "C" STREET TO PACIFIC WEST COMMUNITIES

WHEREAS, the Agency owns two undeveloped, contiguous parcels located at the southeasterly corner of North "C" Street and 5th Street in downtown Madera (the "Property"); and

WHEREAS, Madera Opportunities for Resident Enrichment and Services, Inc (MORES) is proposing to develop a 20-unit family housing project on the Property, and is in the process of preparing an application to fund the housing project through the Affordable Housing Sustainable Communities (AHSC) program; and

WHEREAS, on October 10, 2018, the Agency entered into an Agreement for Purchase and Sale of Real Property and Escrow Instructions ("Agreement") providing MORES with the right to purchase the Property; and

WHEREAS, MORES intends to partner with Pacific West Communities to strengthen the developer qualifications for the AHSC grant application and MORES desires to assign the Agreement to Pacific West Communities to provide the developer with site control as required by the AHSC program; and

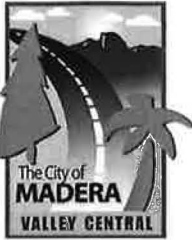
WHEREAS, MORES has requested that the Agency consent to the assignment of the Agreement.

NOW, THEREFORE, THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY hereby resolves, finds, determines and orders as follows:

1. The above recitals are true and correct.
2. The Agency hereby consents to the assignment of the Agreement for Purchase and Sale of Real Property and Escrow Instructions Between the Successor Agency to the Former Madera Redevelopment Agency and Madera Opportunities for Resident Enrichment and Services, Inc. for the Property at 121 and 125 N "C" Street, a copy of which is on file in the Office of the Executive Director and referred to for particulars, to Pacific West Communities.
3. The Agreement for Purchase and Sale of the Real Properties and Escrow Instructions, shall be deemed as "assigned" to Pacific West Communities as contemplated under Section 13 of that document.


4. This resolution is effective immediately upon adoption.

* * * * *

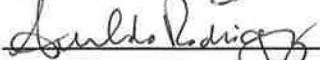


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: C-2

SUBJECT:

1. CONSIDERATION OF A RESOLUTION ACCEPTING \$45,000 IN FUNDING FROM THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY FOR A REROOFING PROJECT AT MILLVIEW COMMUNITY CENTER

AND

2. CONSIDERATION OF A RESOLUTION AMENDING THE FY 2018 – 19 BUDGET TO RECOGNIZE AND APPROPRIATE FUNDS TO A SPECIFIED ACCOUNT

RECOMMENDATION:

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

1. Adopt the resolution accepting \$45,000 in funding from the Community Action Partnership of Madera County (CAPMC).
2. Adopt the resolution approving amendments to the FY 2018-19 Budget to recognize and appropriate funds to be expended on a portion of a reroofing project at Millview Community Center (Center).

SUMMARY:

The City of Madera (City) leases a portion of the Center to CAPMC to operate the Verdell McKelvey Head Start Program. CAPMC and the City have collaborated to fully fund a reroofing project using grant resources from both agencies. The recommended actions from this report are to accept \$45,000 in funding from CAPMC, and to recognize and appropriate those funds in the current Fiscal Year's Budget.

DISCUSSION:

The City applied for Community Development Block Grant (CDBG) funding for the Center reroofing project for Fiscal Year 2018/19 and was awarded \$135,000. There are three distinct sections of the Center's roof: the gymnasium, the kitchen, and section leased by CAPMC for Head Start. The City planned to reroof as much of the roof as available funding would cover.

After learning of the City's intent to engage in a reroofing project at the Center, the Executive Director for CAPMC reached out to Parks & Community Services (PCS) staff to inquire about a cooperative effort. She wanted to extend the project and ensure that the portion of the facility leased by CAPMC would be reroofed. Staff concurred that leveraging resources for an improved result was in the best interests of the City.

The PCS and Public Works teams worked to identify probable costs and advance the project. The most recent estimates show that the project will cost approximately \$175,000 - \$184,000 for all three segments of the roof. They are broken down as follows:

- \$70,000 - \$73,000 for the gymnasium,
- \$60,000 - \$63,000 for the kitchen area, and
- \$45,000 - \$48,000 for the Head Start section.

While the City team advanced the project, CAPMC worked to acquire \$45,000 of grant funding to pair with the City's CDBG resources. They have acquired the resources from the Office of Head Start, Region 9. They are prepared to issue a check to the City in exchange for including their leased section in the final bid award. If approved, staff anticipates completion of the project before April 30, 2019.

FINANCIAL IMPACT:

The resources from CAPMC are geared solely for the reroofing project and do not provide direct General Fund relief. However, the Center's roof needs repair; failure to address existing conditions would likely have unquantified future General Fund impacts.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 111: Promote greater alignment of local government agencies under a shared community vision.

Strategy 115: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

Action 336.1 Continue to collaborate with community groups who provide community use of facilities.

Action 415.2: Continue involvement and coordination of programs between jurisdictions, organizations, and faith-based educational programs.

ALTERNATIVES:

Should the Council choose not to accept the resources from CAPMC, City staff would move ahead with a modified reroofing project exclusive of the Verdell McKelvey Head Start space.

ATTACHMENTS:

There are two attachments to this report:

1. a resolution accepting \$45,000 in funding from the Community Action Partnership of Madera County (CAPMC), and
2. a resolution approving an amendment to the FY 2018-19 Budget to recognize and appropriate funds.

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA ACCEPTING \$45,000 IN FUNDING FROM THE
COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY FOR A
REROOFING PROJECT AT MILLVIEW COMMUNITY CENTER**

WHEREAS, the City of Madera (City) owns and operates the Millview Community Center (Center) located at 1901 Clinton Street; and

WHEREAS, the City leases a portion of the Center to the Community Action Partnership of Madera County (CAPMC); and

WHEREAS, the Center roof needs to be replaced; and

WHEREAS, City and CAPMC have each obtained grant funding for the reroofing project; and

WHEREAS, CAPMC has agreed to issue a check to the City for \$45,000 for a portion of the reroofing project; and

WHEREAS, this action is in the best interests of the City, CAPMC, and the citizens of Madera.

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

1. The above recitals are true and correct.
2. The \$45,000 funding from CAPMC is hereby approved and accepted.
3. This resolution is effective immediately upon adoption.

* * * * *

RESOLUTION NO. 19-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AMENDING THE FY 2018 – 19 BUDGET TO RECOGNIZE
\$45,000 IN FUNDING FROM THE COMMUNITY ACTION PARTNERSHIP OF
MADERA COUNTY AND TO APPROPRIATE FUNDS TO SPECIFIED ACCOUNT**

WHEREAS, the City of Madera (City) owns and operates the Millview Community Center (Center) located at 1901 Clinton Street; and

WHEREAS, the City leases a portion of the Center to the Community Action Partnership of Madera County (CAPMC); and

WHEREAS, the City and CAPMC have each obtained grant funding for a reroofing project at the Center; and

WHEREAS, City staff would like to amend the FY 2018-19 Budget to reflect \$45,000 in new funding and appropriate the funds in the Millview Reroofing Project account.

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

1. The above recitals are true and correct.
2. The appropriate FY 2018-19 Budget accounts are hereby amended as per Exhibit AA attached.
3. The City Clerk is directed to forward a copy of this resolution to the Director of Finance who shall take all necessary steps to implement the amendments.
4. This resolution is effective immediately upon adoption.

* * * * *

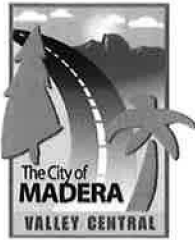
EXHIBIT AA

CITY OF MADERA

Budget Appropriations: Res. 19- 2/6/2019

Budget Adjustments for Fiscal Year 2018/19

<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
<u>Community Action Partnership Madera County</u>				
10206240	4657	Miscellaneous Revenue		45,000
<u>Millview Community Center Re-roof</u>				
10206240	7030	Facilities/Improvements	45,000	
			\$ 45,000	45,000
Partnership grant from Community Action Partnership and apply to Millview Community Center Re-roof Project				



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2018

Agenda Number: C-3

SUBJECT: Public Hearing and Consideration of:

- (1) A Resolution of the City Council (Council) of the City of Madera, California, Authorizing the Annexation of Territory to Community Facilities District No. (CFD) 2005-01 and Authorizing the Levy of a Special Tax and Submitting the Levy of Tax to the Qualified Electors.
- (2) A Resolution of the Council of the City, Calling a Special Election and Submitting to the Voters of Annexation No. 5 of the City's CFD 2005-01 Propositions Regarding the Annual Levy of Special Taxes within Annexation No. 5 to Finance Police Protection Services, Fire Protection and Suppression Services, Park Maintenance, and Storm Drainage System Operation and Maintenance Within the District, and the Establishment of an Appropriations Limit.

Conducting of:

- (3) A Special Election of the Qualified Electors of Annexation No. 5 of the City's CFD 2005-01 and Declaration and Certification of the Results Thereof.

Consideration of:

- (4) A Resolution of the Council of the City, Making Certain Findings, Certifying the Results of an Election and Adding the Territory Identified as Annexation No. 5 to CFD 2005-01.

RECOMMENDATION:

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

SUMMARY:

At the Council's December 19, 2018 meeting, the Council approved a resolution adopting a boundary map depicting the territory proposed for annexation, and approved a resolution declaring the City's intention to annex the proposed territory into CFD 2005-01.

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

DISCUSSION:

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

The Bellava and Burke subdivision is prepared to proceed with the annexation process into CFD 2005-01. The Bellava and Burke subdivision includes 14 lots on 2.26 acres of land located west of the intersection of Adell Street and Merced Street. See Attachment 1 to view a map of the subdivision. As with all residential subdivisions, conditions of approval for the subdivision require annexation into CFD 2005-01 prior to recordation of the final subdivision map. This will comprise the fifth annexation. See Attachment 2 for a history of annexations into CFD 2005-01.

FINANCIAL IMPACT:

The 2018/19 Fiscal Year CFD 2005-01 assessment for single family residential development is approximately \$449 per home. Based on this figure, the estimated annual revenue that will be received by the City (Fund 76650) for all 14 homes in the Bellava and Burke subdivision will be \$6,288. Because CFD 2005-01 includes an annual CPI adjustment, this amount will grow over time. The process for annexation is funded by the developer and no General Fund monies are used for this effort.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

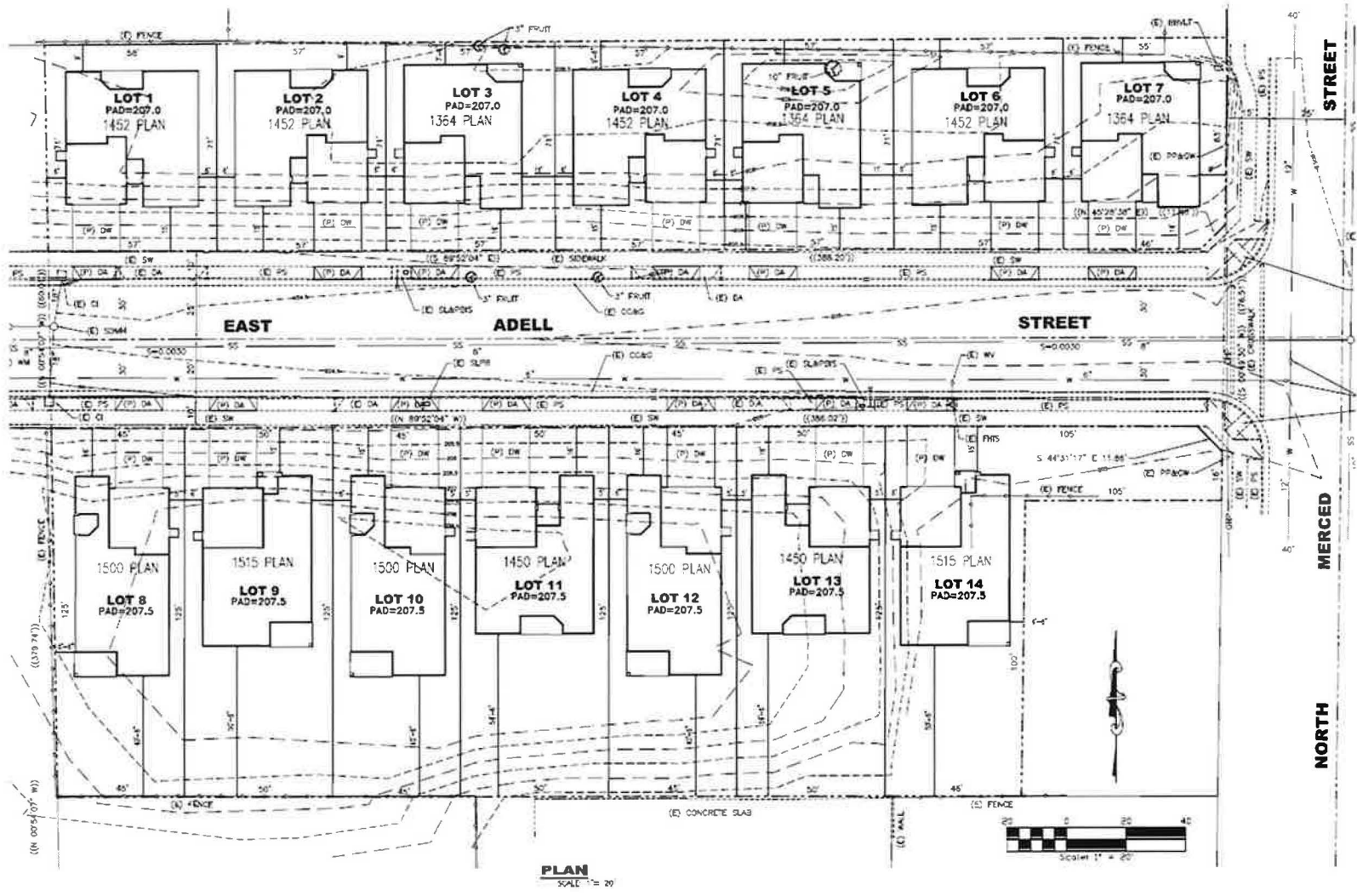
ALTERNATIVES:

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

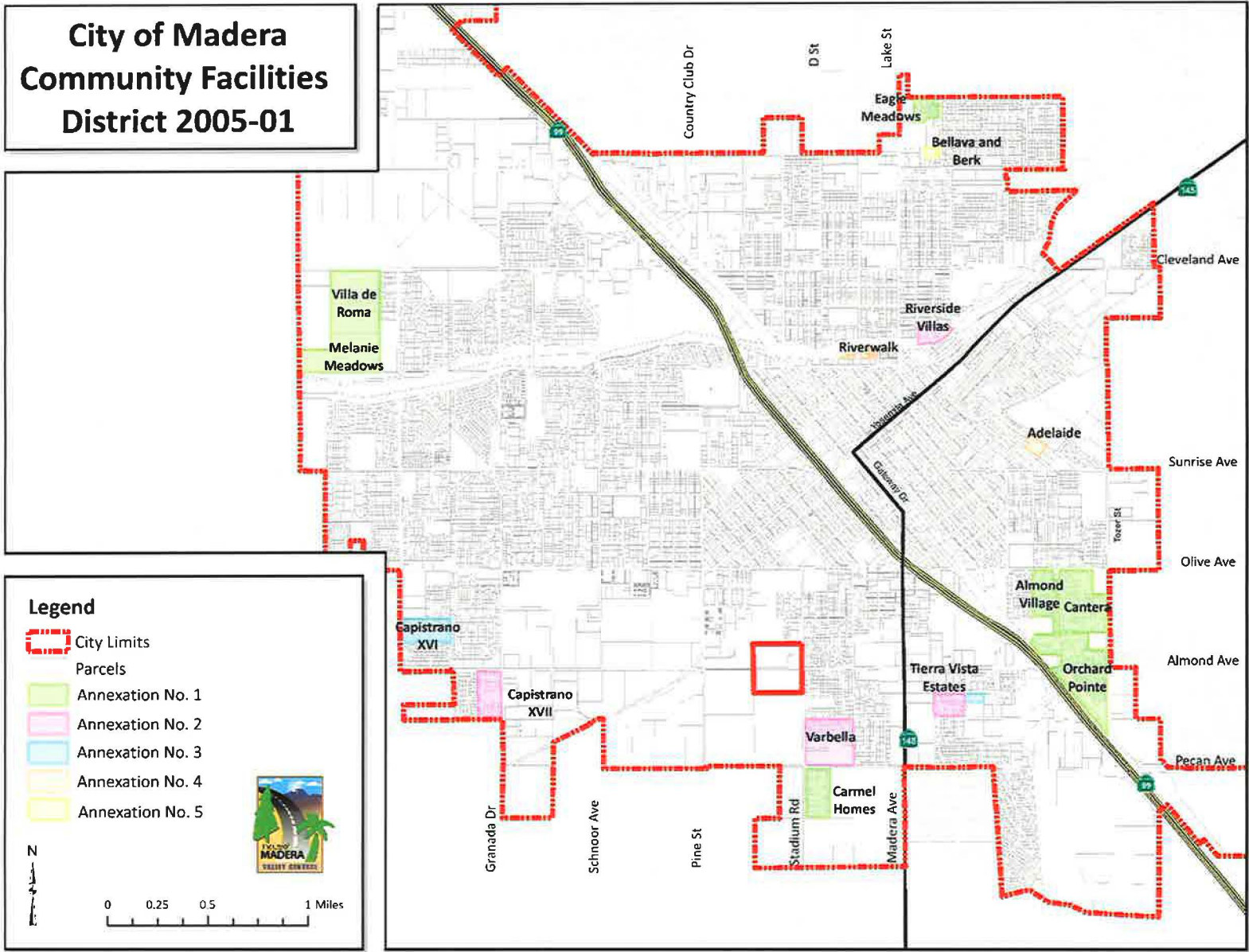
ATTACHMENTS:

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

Attachment 1 – Bellava Subdivision Map



Attachment 2 – CFD 2005-01 Map



RESOLUTION NO. _____

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

WHEREAS, this City Council (Council), on December 19, 2018, adopted Resolution No. 18-246, (hereafter referred to as the "Resolution of Intention") stating its intention to annex territory to City of Madera Community Facilities District No. 2005-01 (hereafter referred to as "CFD No. 2005-01"), pursuant to the Mello-Roos Community Facilities Act of 1982, as amended (hereafter referred to as the "Act");

WHEREAS, a copy of the Resolution of Intention, which states the authorized services to be provided and financed by CFD No. 2005-01, and a description and map of the proposed boundaries of the territory to be annexed to CFD No. 2005-01 ("Annexation No. 5"), is on file with the City Clerk and the provisions thereof are fully incorporated herein by this reference as if fully set forth herein;

WHEREAS, on the 6th of February, 2019, the Council held a noticed public hearing as required by the Act and the Resolution of Intention relative to the proposed annexation of territory to CFD No. 2005-01;

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

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

WHEREAS, a boundary map for Annexation No. 5 to CFD No. 2005-01 has been filed with the County Recorder of the County of Madera, which map shows the territory to be annexed in these proceedings, and a copy thereof is on file with the City Clerk.

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

1. The above recitals are all true and correct.

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

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

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

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

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

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

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

For particulars as to the rate and method of apportionment of the proposed special tax (the "RMA"), reference is made to the attached and incorporated Exhibit "A," which sets forth in sufficient detail the method of apportionment to allow each landowner or resident within the Annexation No. 5 to clearly estimate the maximum annual amount that said person will have to pay on said special tax.

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

(a) Pursuant to the provisions of the Act, the proposition of the levy of the special tax within Annexation No. 5 shall be submitted to the voters within Annexation No. 5 at a special election called therefor as hereinafter provided. This Council hereby finds that fewer than 12 persons have been registered to vote within Annexation No. 5 for each of the 90 days preceding the close of the hearing heretofore conducted and concluded by this Council for the purposes of these annexation proceedings. Accordingly, and pursuant to Section 53326 of the Act, this Council finds that for purposes of these proceedings the qualified electors are the landowners within Annexation No. 5 and that the vote shall be by said landowners, each having one vote for each acre or portion thereof such landowner owns in Annexation No. 5.

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

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

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

7. This resolution is effective immediately.

* * * * *

EXHIBIT A

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

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

A. DEFINITIONS

The terms hereinafter set forth have the following meanings:

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

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

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

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

“Assessor’s Parcel” means a lot or parcel shown in an Assessor’s Parcel Map with an assigned assessor’s parcel number.

“Assessor’s Parcel Map” means an official map of the Assessor of the County designating parcels by assessor’s parcel number.

“Base Year” means Fiscal Year ending June 30, 2007.

“City” means the City of Madera.

“Council” means the City Council of the City of Madera, acting as the legislative body of the District.

“County” means the County of Madera, California.

“Developed Multi-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit has been issued for purposes of constructing a residential structure consisting of two or more residential units that share common walls, including but not limited to, duplexes, triplexes, town homes, condominiums, and apartment units.

“Developed Property” means all Taxable Property, exclusive of Property Owner Association Property, Non-Residential Property, or Public Property, for which a building permit was issued after January 1, 2005, and prior to May 1st preceding the Fiscal Year in which the Special Tax is being levied.

“Developed Single-Family Residence” means all Assessor’s Parcels of Developed Property for which a building permit(s) has been issued for purposes of constructing one single-family residential dwelling unit.

“District Administrator” means an official of the City, or designee thereof responsible for determining the Special Tax Requirement and providing for the levy and collection of the Special Taxes.

“District” means Community Facilities District No. 2005-01 of the City of Madera.

“Entitled Property” means an Assessor’s Parcel and/or Lot in the District, which has a Final Map recorded prior to January 1st preceding the Fiscal Year in which the Special Tax is being levied, but for which no building permit has been issued prior to the May 1st preceding the Fiscal Year in which the Special Tax is being levied. The term “Entitled Property” shall apply only to Assessors’ Parcels and/or Lots, which have been subdivided for the purpose of residential development, excluding any Assessor’s Parcel that is designated as a remainder parcel determined by final documents and/or maps available to the District Administrator.

“Final Map” means an Assessor’s Parcel Map, a final subdivision map, other parcel map, other final map, other condominium plan, or functionally equivalent map that has been recorded in the Office of the County Recorder.

“Fiscal Year” means the period starting July 1 and ending on the following June 30.

“Land Use Class” means any of the classes listed in Table 1.

“Lot” means property within a recorded Final Map identified by a lot number for which a building permit has been issued or may be issued.

“Maximum Special Tax” means the maximum Special Tax, determined in accordance with Section C below that can be levied in the District in any Fiscal Year on any Assessor’s Parcel.

“Non-Residential Property” means all Assessors’ Parcels for which a building permit(s) has been issued for a non-residential use and does not contain any residential units as defined under Developed Single Family Residence or Developed Multi-Family Residence.

“Property Owner Association Property” means any property within the boundaries of the District that is owned by, or irrevocably dedicated as indicated in an instrument recorded with the County Recorder to a property owner association, including any master or sub- association.

“Proportionately” means in a manner such that the ratio of the actual Special Tax levy to the Maximum Special Tax is equal for all Assessor’s Parcels within each Land Use Class.

“Public Property” means any property within the boundaries of the District that is, at the time of the District formation or at the time of an annexation, expected to be used for rights-of-way, parks, schools or any other public purpose and is owned by or irrevocably offered for dedication to the federal government, the State, the County, the City or any other public agency.

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

“Special Tax” means the Special Tax to be levied in each Fiscal Year on each Assessor’s Parcel of Taxable Property to find the Special Tax Requirement, and shall include Special Taxes levied or to be levied under Sections C and D, below.

“Special Tax Requirement” means that amount required in any Fiscal Year for the District to: (i) pay for Service Costs; (ii) pay reasonable Administrative Expenses; (iii) pay any amounts required to establish or replenish any reserve funds; and (iv) pay for reasonably anticipated delinquent Special Taxes based on the delinquency rate for Special Taxes levied in the previous Fiscal Year; less any surplus of funds available from the previous Fiscal Year’s Special Tax levy.

“State” means the State of California.

“Property” means all of the Assessor’s Parcels within the boundaries of the District and any future annexation to the District that are not exempt from the Special Tax pursuant to law or as defined herein.

“Tax Exempt Property” means an Assessor’s Parcel not subject to the Special Tax. Tax- Exempt Property includes: (i) Public Property, (ii) Property Owner Association Property, (iii) Non-Residential Property, and (iv) property designated by the City or District Administrator as Tax-Exempt Property.

“Undeveloped Property” means for each Fiscal Year, all Assessor’s Parcels of Taxable Property not classified as Developed Property or Entitled Property, including an Assessor’s Parcel that is designated as a remainder parcel and is not identified as potential Public Property by any final documents and/or maps available to the District Administrator.

“Unit” means any separate residential dwelling unit in which a person or persons may live, which comprises an independent facility capable of conveyance separate from adjacent residential dwelling units and is not considered to be for commercial or industrial use.

B. ASSIGNMENT TO LAND USE CATEGORIES

Each Fiscal Year using the definitions above, all Taxable Property within the District shall be classified as Developed Property, Entitled Property, or Undeveloped Property. Developed Property shall be further classified as Developed Single-Family Residence or Developed Multi-Family Residence. Commencing with the Base Year and for each subsequent Fiscal Year, all Taxable Property shall be subject to Special Taxes pursuant to Sections C and D below.

C. MAXIMUM SPECIAL TAX RATE

1. DEVELOPED PROPERTY

TABLE 1

**MAXIMUM SPECIAL TAX FOR DEVELOPED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit ¹
1	Developed Single-Family Residence	\$311 per unit
2	Developed Multi-Family Residence	\$285 per unit
¹ Maximum Special Tax includes Administrative Expenses		

2. ENTITLED PROPERTY

**TABLE 2
MAXIMUM SPECIAL TAX FOR ENTITLED PROPERTY
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

Land Use Class	Description	Maximum Special Tax Per Unit ¹
3	Entitled Property	\$166 per lot
¹ Maximum Special Tax includes Administrative Expenses		

On each July 1 following the Base Year (i.e., July 1, 2007), the Maximum Special Tax Rates in Table 1 and Table 2 shall be increased in accordance with the Annual Escalation Factor.

3. UNDEVELOPED PROPERTY

No Special Tax shall be levied on Undeveloped Property.

4. TAX-EXEMPT PROPERTY

No Special Tax shall be levied on Tax-Exempt Property.

5. MULTIPLE LAND USE CLASSES

In some instances an Assessor's Parcel may contain more than one Land Use Class. The Maximum Special Tax levied on an Assessor's Parcel shall be the sum of the Maximum Special Tax levies that can be imposed on all Land Use Classes located on that Assessor's Parcel.

D. METHOD OF APPORTIONMENT OF SPECIAL TAXES

Commencing with Fiscal Year 2006-07, and for each subsequent Fiscal Year, the District Administrator shall calculate the Special Tax Requirement based on the definitions in Section A and levy the Special Tax as follows until the amount of the Special Tax levied equals the Special Tax Requirement. First, the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Developed Property Proportionately between Developed Single- Family Residence and Developed Multi-Family Residence up to 100% of the applicable Maximum Special Tax. Second, if the Special Tax Requirement has not been satisfied by the first step, then the Special Tax shall be levied each Fiscal Year on each Assessor's Parcel of Entitled Property up to 100% of the applicable Maximum Special Tax for Entitled Property.

E. APPEALS

Any taxpayer that believes that the amount of the Special Tax assigned to an Assessor's Parcel is in error may file a written notice with the District Administrator appealing the levy of the Special Tax. This notice is required to be filed with the District Administrator during the Fiscal Year the error is believed to have occurred. The District Administrator or designee will then promptly review the appeal and, if necessary, meet with the taxpayer. If the District Administrator verifies that the tax should be changed, the Special Tax levy shall be corrected and, if applicable in any case, a refund shall be granted.

F. EXEMPTIONS

No Special Tax shall be levied on Non-Residential Property, Undeveloped Property, Property Owner Association Property or Public Property.

G. MANNER OF COLLECTION

Special Tax as levied pursuant to Section D above shall be collected in the same manner and at the same time as ordinary ad valorem property taxes; provided, however, that the District Administrator may directly bill the Special Tax, may collect Special Taxes at a different time or in a different manner if necessary to meet the financial obligations of the District or as otherwise determined appropriate by the District Administrator.

H. TERM OF SPECIAL TAX

After the establishment of the District, the City Council may reexamine, if deemed necessary by City Council, the necessity of the continuance of the Special Tax through the preparation of a Fiscal Impact Analysis, otherwise the Special Tax shall be levied in perpetuity.

EXHIBIT B

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 5

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, February 6, 2019 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO".

For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on December 19, 2018?

YES:

NO:

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 5 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 5 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT

WHEREAS, pursuant to Section 53325.1 of the California Government Code the City Council (the "City Council") of the City of Madera (hereafter referred to as the "City") has adopted the resolution authorizing the annexation of territory to City of Madera Community Facilities District No. 2005-01, County of Madera, State of California (hereafter referred to as "CFD No. 2005-01"); and

WHEREAS, by that resolution, the City Council called a special election on the propositions to be submitted to the voters of the territory proposed to be annexed to CFD No. 2005-01 (hereafter referred to as "Annexation No. 5") with respect to the levy of special taxes therein for the financing of police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within CFD No. 2005-01; and

WHEREAS, pursuant to Section 53326 of the California Government Code, it is necessary that the City Council submit to the voters of Annexation No. 5 the annual levy of special taxes on taxable property within Annexation No. 5; and

WHEREAS, the Community Development Director has advised the City Council that the property owners of the subject parcels have reported to the City staff that all of the subject parcels are uninhabited with no voters registered at the subject parcel. City Staff has personally visited the sites and found that there are no occupied dwellings on the subject parcels. Staff has advised the City Council that the annexation area qualifies as uninhabited as there are less than 12 persons registered to vote within Annexation No. 5;

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 5 as follows:

1. The City Council finds that: (i) the foregoing recitals are true and correct; (ii) 12 persons have not been registered to vote within the territory to be annexed to CFD No. 2005-01 for each of the 90 days preceding the close of the public hearing on February 6, 2019; (iii) pursuant to Section 53326 of the California Government Code, as a result of the findings set forth in clause (ii) above, the vote in the special election called by this resolution shall be by the landowners of the territory to be annexed to CFD No. 2005-01, whose property would be subject to the special taxes if they were levied at the time of the election, and each landowner

shall have one vote for each acre, or portion thereof, which he or she owns within Annexation No. 5 which would be subject to the proposed special taxes if they were levied at the time of the election; (iv) the owners of all of the land in Annexation No. 5 by written consent (a) waived the time limits set forth in Section 53326 of the California Government Code for holding the election called by this resolution and the election on the propositions, (b) consented to the holding of the election on February 6, 2019, (c) waived notice and mailed notice of the time and date of the election, (d) waived an impartial analysis by the City Attorney of the ballot propositions pursuant to Section 9280 of the California Elections Code and arguments and rebuttals pursuant to Sections 9281 to 9287, inclusive, and 9295 of that Code, and mailing of a statement pursuant to Section 9401 of that Code, and (e) waived a synopsis of the measures to be included in the official ballot for said elections pursuant to Section 12111 of that Code; and (v) the City Clerk (hereafter referred to as the "City Clerk") has consented to the holding of the election on February 6, 2019.

2. The City Council hereby calls and schedules a special election for February 6, 2019, on the proposition of the annual levy of special taxes on taxable property within Annexation No. 5 to CFD No. 2005-01 to finance police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within Annexation No. 5 to CFD No. 2005-01.

3. The proposition to be submitted to the voters of Annexation No. 5 at such special election shall be as follows:

Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on December 19, 2018.

4. Except as otherwise provided in Section 6 hereof, the special election shall be conducted by the City Clerk in accordance with the provisions of the California Elections Code governing mail ballot elections of cities, and in particular the provisions of Division 4 (commencing with Section 4000), of that Code, insofar as they may be applicable.

5. The procedures to be followed in conducting the special election on the proposition with respect to the levy of special taxes on taxable property within Annexation No. 5 to CFD No. 2005-01 to pay for police protection services, fire protection and suppression services, park maintenance, and storm drainage system operation and maintenance within the District:

(a) Pursuant to Section 53326 of the California Government Code, ballots for the Special Election shall be distributed to the qualified electors by the City Clerk by mail or by personal service.

(b) Pursuant to applicable sections of the California Elections Code governing the conduct of mail ballot elections of cities, and in particular Division 4 (commencing with Section 4000) of that Code with respect to election conducted by mail, the City Clerk, or designated official shall mail or deliver to each qualified elector an official ballot in the appropriate form attached hereto as Exhibit "A," and shall also mail or deliver to all such qualified electors a ballot pamphlet and instructions to voter, a return identification envelope addressed to the City Clerk for the return of voted official ballots.

(c) The official ballot to be mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the name of the landowner-voter and the number of votes to be voted by the landowner-voter and shall have appended to it a certification to be signed by the person voting the official ballot which shall certify that the person signing the certification is the person who voted the official ballot, and if the landowner-voter is other than a natural person, that he or she is an officer of or other person affiliated with the landowner-voter entitled to vote such official ballot, that he or she has been authorized to vote such official ballot on behalf of the landowner-voter, that in voting such official ballot it was his or her intent, as well as the intent of the landowner-voter, to vote all votes to which the landowner-voter is entitled based on its land ownership on the propositions set forth in the official ballot as marked thereon in the voting square opposite each such proposition, and further certifying as to the acreage of the landowner-voter's land ownership within Annexation No. 5 to CFD No. 2005-01.

(d) The return identification envelope mailed or delivered by the City Clerk to each landowner-voter shall have printed or typed thereon the following: (i) the name of the landowner, (ii) the address of the landowner, (iii) a declaration under penalty of perjury stating that the voter is the landowner or the authorized representative of the landowner entitled to vote the enclosed ballot and is the person whose name appears on the identification envelope, (iv) the printed name and signature of the voter, (v) the address of the voter, (vi) the date of signing and place of execution of the declaration, and (vii) a notice that the envelope contains an official ballot and is to be opened only by the City Clerk.

(e) The information to voter form to be delivered by the City Clerk to the landowner-voters shall inform them that the official ballots shall be returned to the City Clerk properly voted as provided thereon and with the certification appended thereto properly completed and signed in the sealed return identification envelope with the certification thereon completed and signed and all other information to be inserted thereon properly inserted by 6:00 p.m. on the 6th day of February 2019; provided that if all qualified electors have voted, the elections shall be closed with the concurrence of the City Clerk.

(f) Upon receipt of the return identification envelopes, which are returned prior to the voting deadline on the date of the elections, the City Clerk shall canvass the votes cast in the election, and shall file a statement with the City Council as to the results of such canvass and the election on each proposition set forth in the official ballot.

6. This resolution is effective immediately.

* * * * *

EXHIBIT A

City of Madera

Community Facilities District No. 2005-01, (Public Services), Annexation No. 5

OFFICIAL BALLOT

SPECIAL TAX ANNEXATION ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed envelope to the office of the City Clerk of the City of Madera no later than 6:00 o'clock p.m. on Wednesday, February 6, 2019 either by mail or in person. The City Clerk's office is located at City Hall, 205 W Forth Street, Madera, California, 93637.

To vote, mark in the voting square after the word "YES" or after the word "NO". For a list of acceptable marks, please refer to the back of this ballot.

If you wrongly mark, tear, or deface this ballot, return it to the City Clerk of the City of Madera and obtain another.

BALLOT MEASURE: Shall the City of Madera, by and for its Community Facilities District No. 2005-01 (Public Services) (the "CFD"), be authorized to levy special taxes within the territory annexed to the CFD pursuant to and as described in the Resolution of Intention of the City of Madera adopted by its Council on December 19, 2018?

YES:

NO:

By execution in the space provided below, you also confirm your waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326 (a) and 53327 (b) of the California Government Code.

Acres Owned Within Territory Annexed:

Number of Votes:

Property Owner:

Property Owner/ Authorized Representative Signature: _____

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 5 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01

WHEREAS, the City Council of the City of Madera (the "City Council"), has previously formed a Community Facilities District pursuant to the provisions of the "Mello-Roos Community Facilities Act of 1982", being Chapter 2.5, Part 1, Division 2, Title 5 of the Government Code of the State of California, said Article 3.5 thereof. The existing Community Facilities District being designated as Community Facilities District No. 2005-01 (hereafter referred to as CFD No. 2005-01); and,

WHEREAS, the City Council initiated proceedings to annex certain territory to Community Facilities District No. 2005-01 (hereafter referred to as "Annexation No. 5"); and

WHEREAS, at this time the unanimous consent to the annexation of Annexation No. 5 has been received from the property owner or owners of such territory; and

WHEREAS, less than twelve (12) registered voters have resided within the territory of Annexation No. 5 for each of the ninety (90) days preceding February 6, 2019, therefore, pursuant to the Act the qualified electors of Annexation No. 5 shall be the "landowners" of Annexation No. 5 as such term is defined in Government Code Section 53317(f) and each such landowner who is the owner of record, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that she or he owns within Annexation No. 5; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of the special taxes on the property within Annexation No. 5 to the qualified electors of Annexation No. 5 and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of Annexation No. 5; and

WHEREAS, the City Clerk of the City of Madera has caused ballots to be distributed to the qualified electors of Annexation No. 5, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit A hereto and incorporated herein by this reference; and

WHEREAS, at this time the measures voted upon did receive the favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a map showing the territory to be annexed and designated as Annexation No. 5 (hereafter referred to as the "Annexation Map"), a copy of which is

attached as Exhibit B hereto and incorporated herein by this reference, and a list of Assessor Parcel Numbers and landowners, a copy of which is attached as Exhibit C hereto and incorporated herein by this reference, has been submitted to the City Council.

NOW, THEREFORE, BE IT RESOLVED, determined and ordered by the City Council for the City of Madera Community Facilities District No. 2005-01, Annexation No. 5 as follows:

1. The above recitals are all true and correct.
2. This City Council does hereby determine as follows:
 - (a) The unanimous consent to the annexation of Annexation No. 5 to CFD No. 2005-01 has been given by all of the owners within Annexation No. 5 and such consent shall be kept on file in the Office of the City Clerk.
 - (b) Less than twelve (12) registered voters have resided within the territory of Annexation No. 5 for each of the ninety (90) days preceding February 6, 2019, therefore, pursuant to the Act the qualified electors of Annexation No. 5 shall be the "landowners" of such Annexation No. 5 as such term is defined in Government Code Section 53317(f).
 - (c) The qualified electors of Annexation No. 5 have unanimously voted in favor of the levy of special taxes within Annexation No. 5 upon its annexation to CFD No. 2005-01.
3. The boundaries and parcels of territory within Annexation No. 5 and on which special taxes will be levied in order to pay for the costs and expenses of authorized public services are shown on the Annexation Map as submitted to and hereby approved by this City Council.
4. The City Council does hereby determine and declare that Annexation No. 5 is now added to and becomes a part of CFD No. 2005-01. The City Council, acting as the legislative body of CFD No. 2005-01, is hereby empowered to levy the authorized special tax within Annexation No. 5.
5. Immediately upon adoption of this Resolution, notice shall be given as follows:

An Amendment No. 5 to the Amended Notice of Special Tax Lien shall be recorded in the Office of the County Recorder no later than fifteen (15) days after the date of adoption of this Resolution.
6. This resolution is effective immediately.

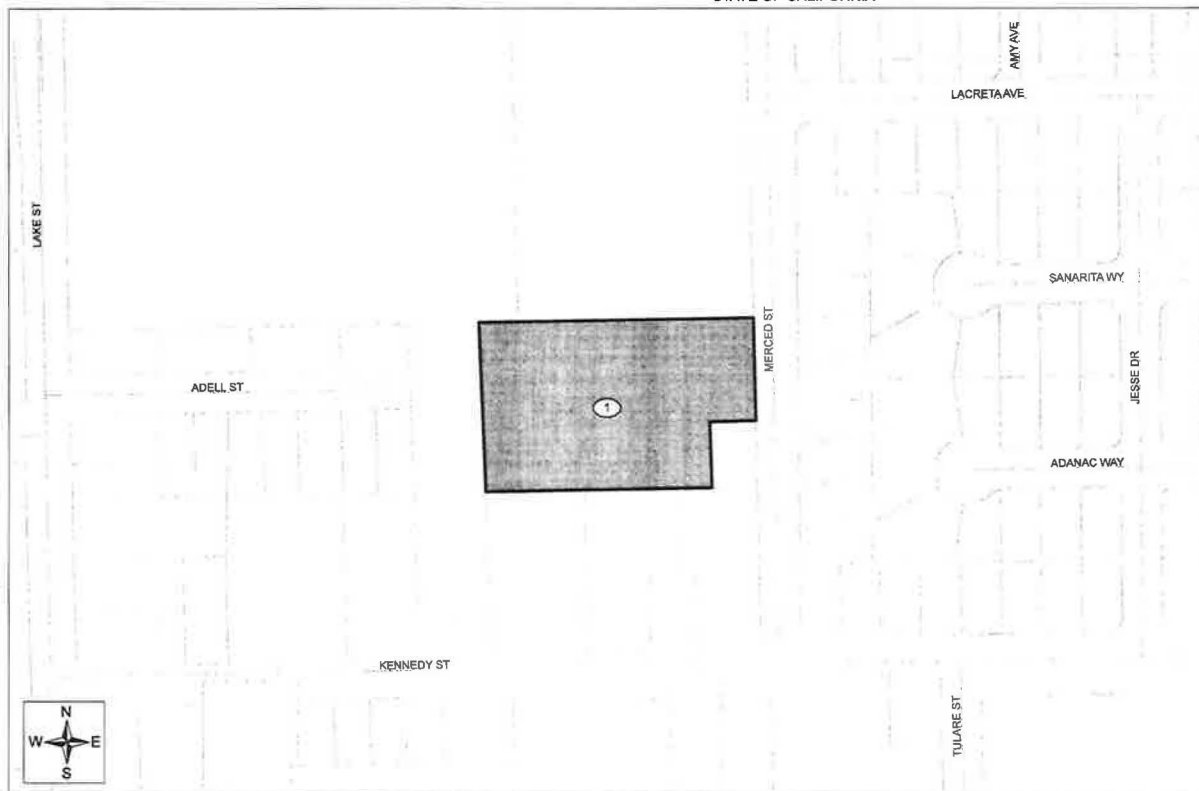
* * * * *

**Exhibit B
Annexation Map**



**ANNEXATION MAP NO. 5
COMMUNITY FACILITIES DISTRICT NO. 2005-01**

SHEET 1 OF 1

CITY OF MADERA
COUNTY OF MADERA
STATE OF CALIFORNIA



Legend

-  Annexation Parcel
-  Map Reference Number

1 in = 100 feet

MAP REFERENCE NUMBER	ASSESSOR'S PARCEL NUMBER
1	005-140-048

FILED IN THE OFFICE OF THE CITY CLERK THIS 20th
DAY OF Dec., 2018

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING PROPOSED BOUNDARIES OF ANNEXATION MAP NO. 5 OF COMMUNITY FACILITIES DISTRICT NO. 2005-01, CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MADERA AT A REGULAR MEETING, THEREOF HELD ON THE 19th DAY OF Dec., 2018 BY ITS RESOLUTION NO. 18-245

Donia Alvarez
CITY CLERK
CITY OF MADERA

FILED THIS 21st DAY OF December
2018 AT THE HOUR OF 10 O'CLOCK A M. IN
BOOK 5 PAGE(S) 23 OF MAPS OF
ASSESSMENT AND COMMUNITY FACILITIES DISTRICT AND
INSTRUMENT NO. 2005-01 IN THE OFFICE OF THE
COUNTY RECORDER IN THE COUNTY OF MADERA, STATE OF
CALIFORNIA Fee: No Fee

Is/Claudia Trujillo
COUNTY RECORDER, Rebecca Martinez
COUNTY OF MADERA
STATE OF CALIFORNIA

FEE WAIVED PER SECTIONS 27383 & 27388.1(a)(2)(D) OF THE GOVERNMENT CODE.

REFERENCE IS MADE TO THAT BOUNDARY OF COMMUNITY FACILITIES DISTRICT NO. 2005-01 OF THE CITY OF MADERA RECORDED WITH THE MADERA COUNTY RECORDER'S OFFICE ON OCTOBER 7, 2005, IN BOOK 4 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICT ON PAGES 42 THROUGH 45.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE MADERA COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

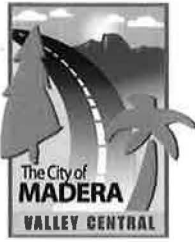
THE MADERA COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAIL CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Exhibit C
List of Assessor Parcel Numbers and Landowners

APN
005-140-048-000

Landowner
Bellava Construction LLC

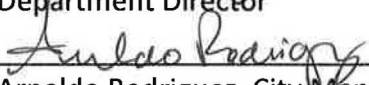


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: C-4

SUBJECT: Public Hearing and Consideration of:

- (1) Introduction of an Ordinance Rezoning Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane from PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District; and
- (2) Consideration of Adoption of a Resolution Amending the General Plan Land Use Map for Two Parcels Located in Proximity to the Intersection of Barnett Way and Gary Lane, Changing the General Plan from the MD (Medium Density) to the HD (High Density) General Plan Land Use Designation (APNs: 012-270-001 and 002).

RECOMMENDATION:

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

SUMMARY:

The applicant proposes an amendment of the General Plan, changing the land use designation on two properties from the MD (Medium Density) to the HD (High Density) land use designation. In conjunction with the General Plan amendment, an ordinance changing the zoning of the subject properties from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District is proposed. Positive action on the requested General Plan amendment and rezoning would enable the development of a 138-unit apartment complex with extensive project amenities.

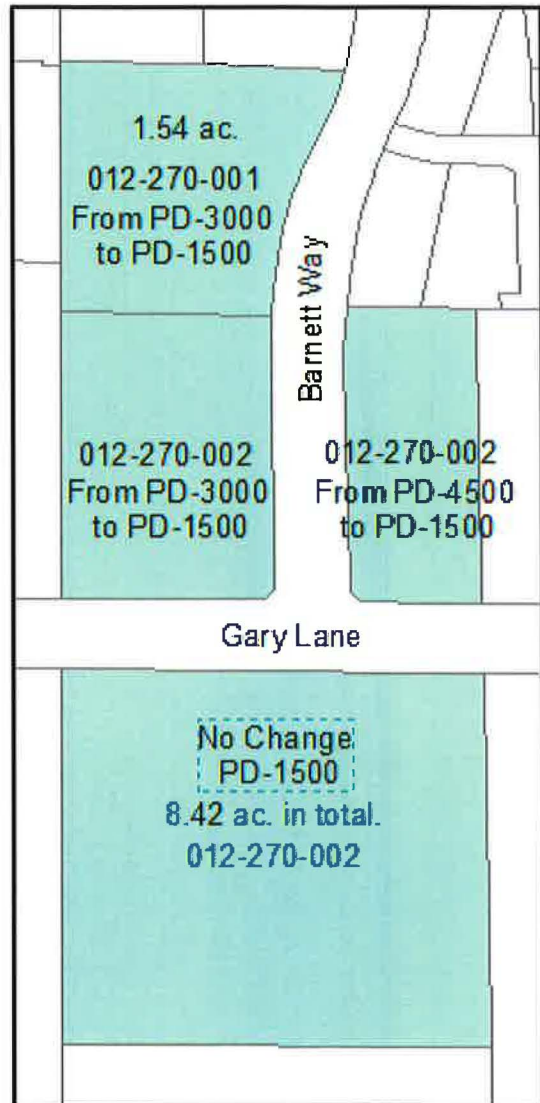
DISCUSSION:

At its January 8, 2019 meeting, the Commission approved a precise plan for the development of a 138-unit apartment complex on three parcels in proximity to the intersection of Barnett Way and Gary Lane (see Attachment 1). In order to provide for a cohesive precise plan design, two of the project parcels required an amendment to the General Plan and a rezoning. The Commission approved a General Plan amendment from the MD (Medium Density) to the HD (High Density) land use designation and a rezone from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District for the two parcels. The General Plan amendment and rezone provide consistency in zoning across all three properties proposed for development, allowing for the required residential density necessary for a high-density multifamily apartment complex. The exhibit to the right illustrates the proposed changes in zoning for the affected two parcels.

The 2016-2024 Housing Element Update’s vacant sites inventory lists both parcels as suitable for market-rate multifamily residential development. At full buildout of the affected parcels, the Housing Element identifies the area as having a realistic capacity of 281 residential units. The proposed 138-unit apartment complex encompasses

approximately 5.42-acres of the overall 12.35-acres of property specified in the Housing Element, making the rezoning and the associated development of the properties consistent with the vacant sites inventory specifically and the Housing Element overall. The project is also consistent with the HD (High Density) General Plan land use designation, which requires a density range between 15.1 and 50 units per acre.

The PD-1500 (Planned Development) Zone District provides for a maximum density of one unit for each 1,500 square feet of site area. Based on the project site area, the Zoning Ordinance requires a density range for development of between 79 and 151 units. The proposal of 138 units is also consistent with the density requirements of the PD-1500 (Planned Development) Zone District.



FISCAL IMPACT:

The applicant remitted \$13,889.00 in Planning Department entitlement fees to offset the costs associated with processing this rezone request, the General Plan amendment, precise plan, and 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 apartment complex, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the precise plan 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 vision statements, "A Well-Planned City," promotes and encourages development of housing. Approval of this project is specifically consistent with the aforementioned vision statement and Strategy 131, which envisions "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 for approval of the General Plan amendment and introduction of the rezone ordinance. Those include:

1. Denial of the request for General Plan amendment and rezone. Should the requests be denied, the project site would remain within the current General Plan and zoning. The approved precise plan would require amendment so as to comply with the current zoning. Revised environmental documentation might be necessary per the California Environmental Quality Act.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Aerial Imagery
2. Apartment Complex Site Plan
3. Apartment Complex Elevations
4. Planning Commission Resolution No. 1838
5. General Plan Amendment Resolution
Exhibit A - General Plan Map
6. Rezone Ordinance
Exhibit A - Zoning Map

Attachment 1: Aerial Imagery



Attachment 2: Apartment Complex Site Plan



N. EMILY WAY

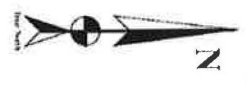
SECTION 16.1000

PROPERTY LINE - 225'

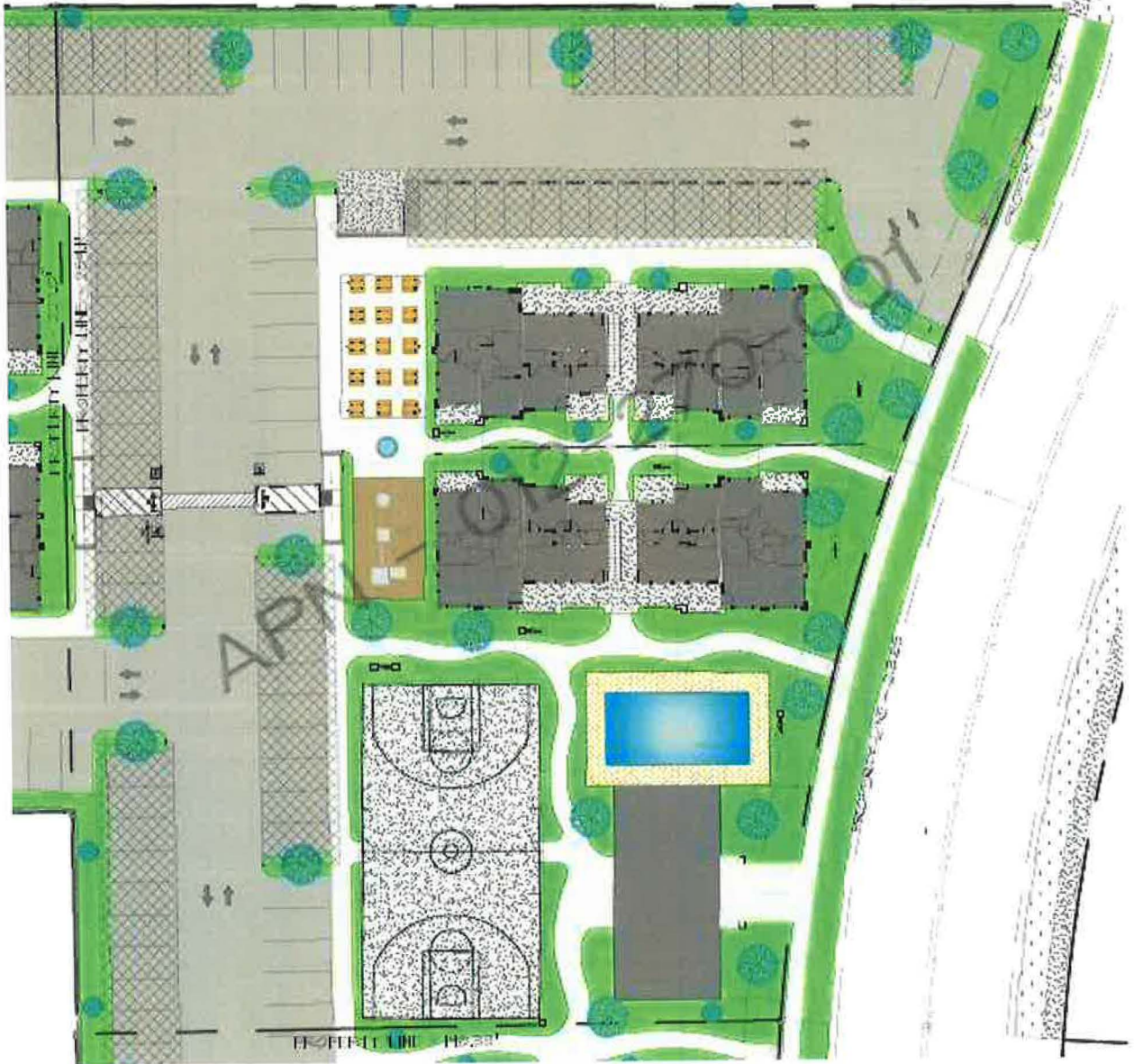
PROPERTY LINE - 450.0'

PROPERTY LINE - 450.0'

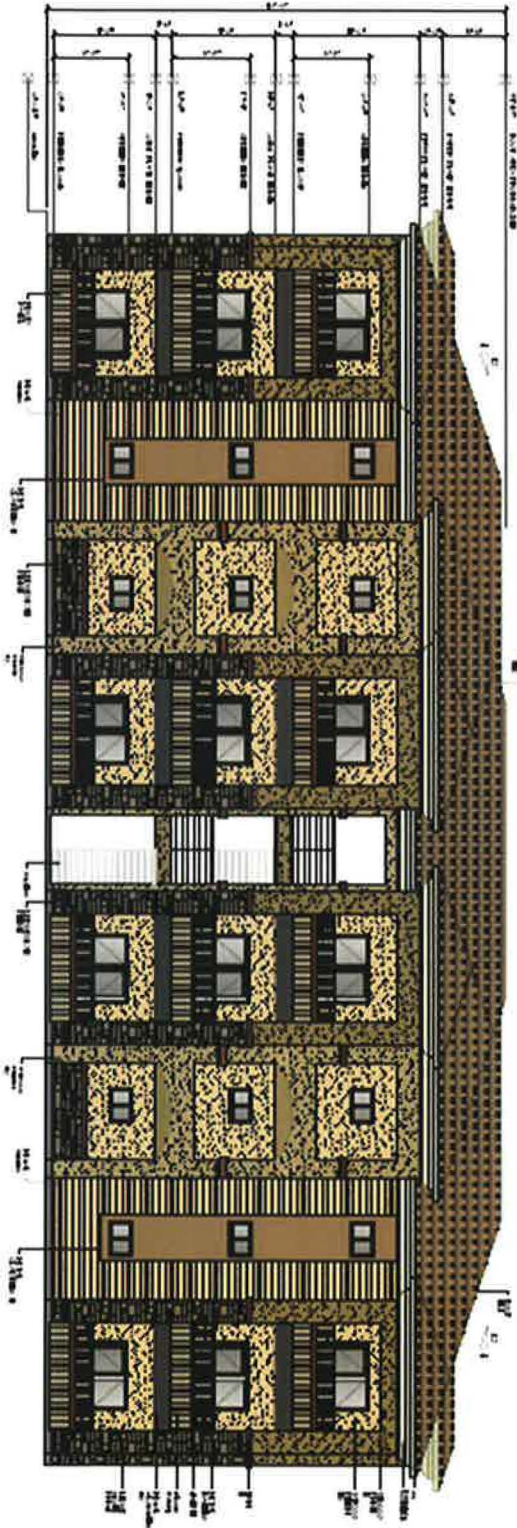
PROPERTY LINE - 254'



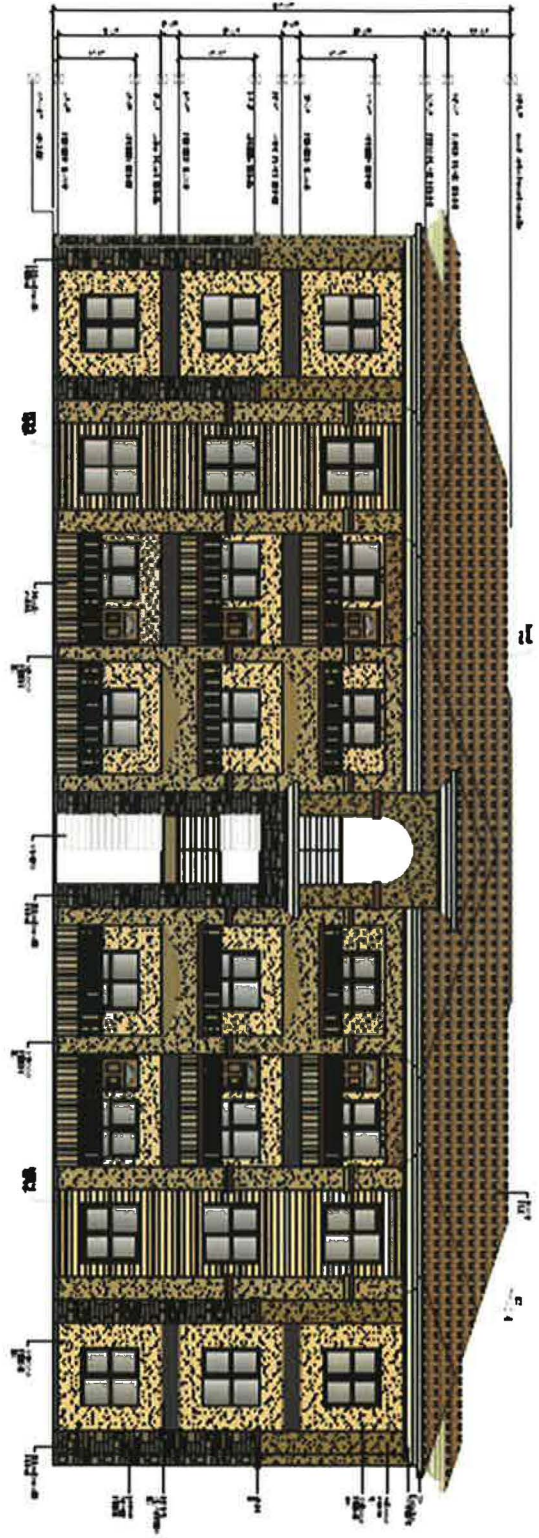
PROPERTY LINE - 205.03'



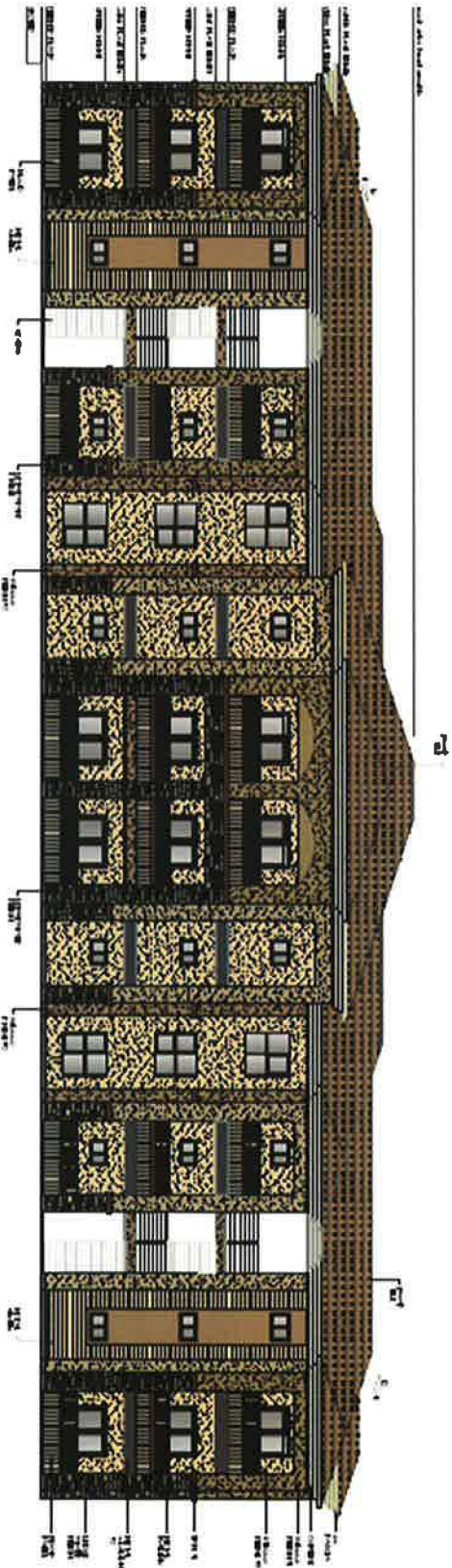
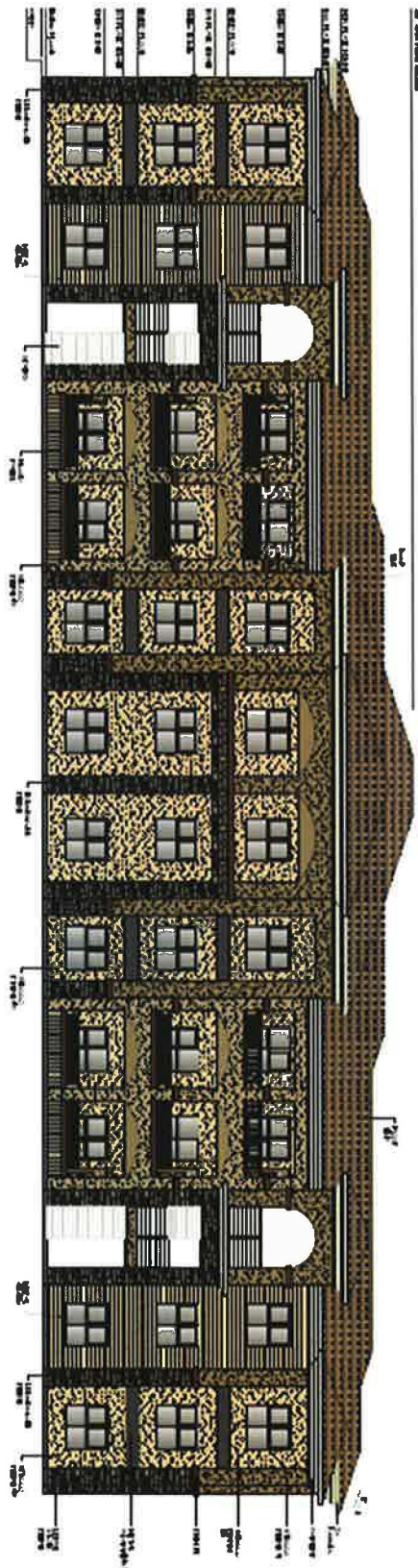
Attachment 3: Apartment Complex Elevations



FRONT ELEVATION



Side Elevation



Attachment 4: Planning Commission Resolution No. 1838

RESOLUTION NO. 1838

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA APPROVAL OF A GENERAL PLAN AMENDMENT CHANGING THE LAND USE DESIGNATION OF TWO PARCELS (APN: 012-270-001 AND 012-270-002) LOCATED IN PROXIMITY TO THE INTERSECTION OF GARY LANE AND BARNETT WAY FROM THE MD (MEDIUM DENSITY) GENERAL PLAN LAND USE DESIGNATION TO THE HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION AND REZONING OF THE PROPERTIES FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS 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, the City has initiated an amendment to the Madera General Plan amending the land use designation for approximately 2.80 acres of property (APNs: 012-270-001 and 012-270-002), located in proximity to the intersection of Gary Lane and Barnett Way from the MD (Medium Density) land use designation to the HD (High Density) land use designation, as shown in the attached Exhibit A; and

WHEREAS, a proposal has been made to rezone approximately 2.80 acres of property (APNs: 012-270-001 and 012-270-002), located in proximity to the intersection of Gary Lane and Barnett Way from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District, as shown in the attached Exhibit B; and

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

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

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

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

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

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

1. The above recitals are true and correct.
2. The Planning Commission hereby recommends that the Madera General Plan land use map be amended as specified within the attached Exhibit "A".
3. The proposed amendment to the Land Use Map is hereby found consistent with all elements of the Madera General Plan.
4. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as indicated on the attached Exhibit "B".
5. The proposed Rezone is hereby found to be consistent with all elements of the Zoning Ordinance, including the Zoning Map as amended by this application.
6. This resolution is effective immediately.

* * * * *

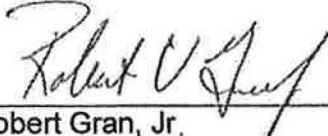
Passed and adopted by the Planning Commission of the City of Madera this 8th day of January 2019, by the following vote:

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

NOES: None

ABSTENTIONS: None

ABSENT: None



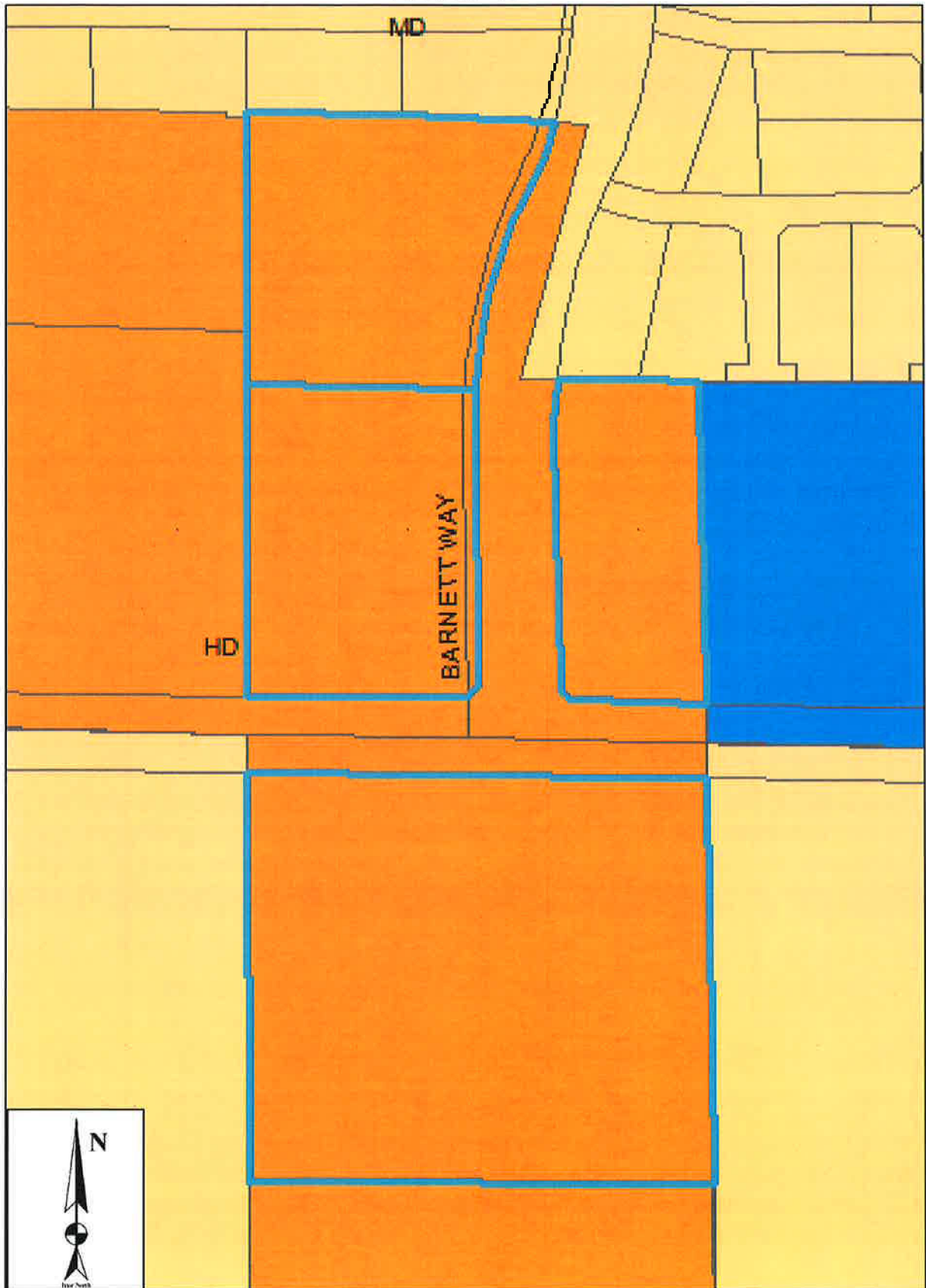
Robert Gran, Jr.
Planning Commission Chairperson

Attest:

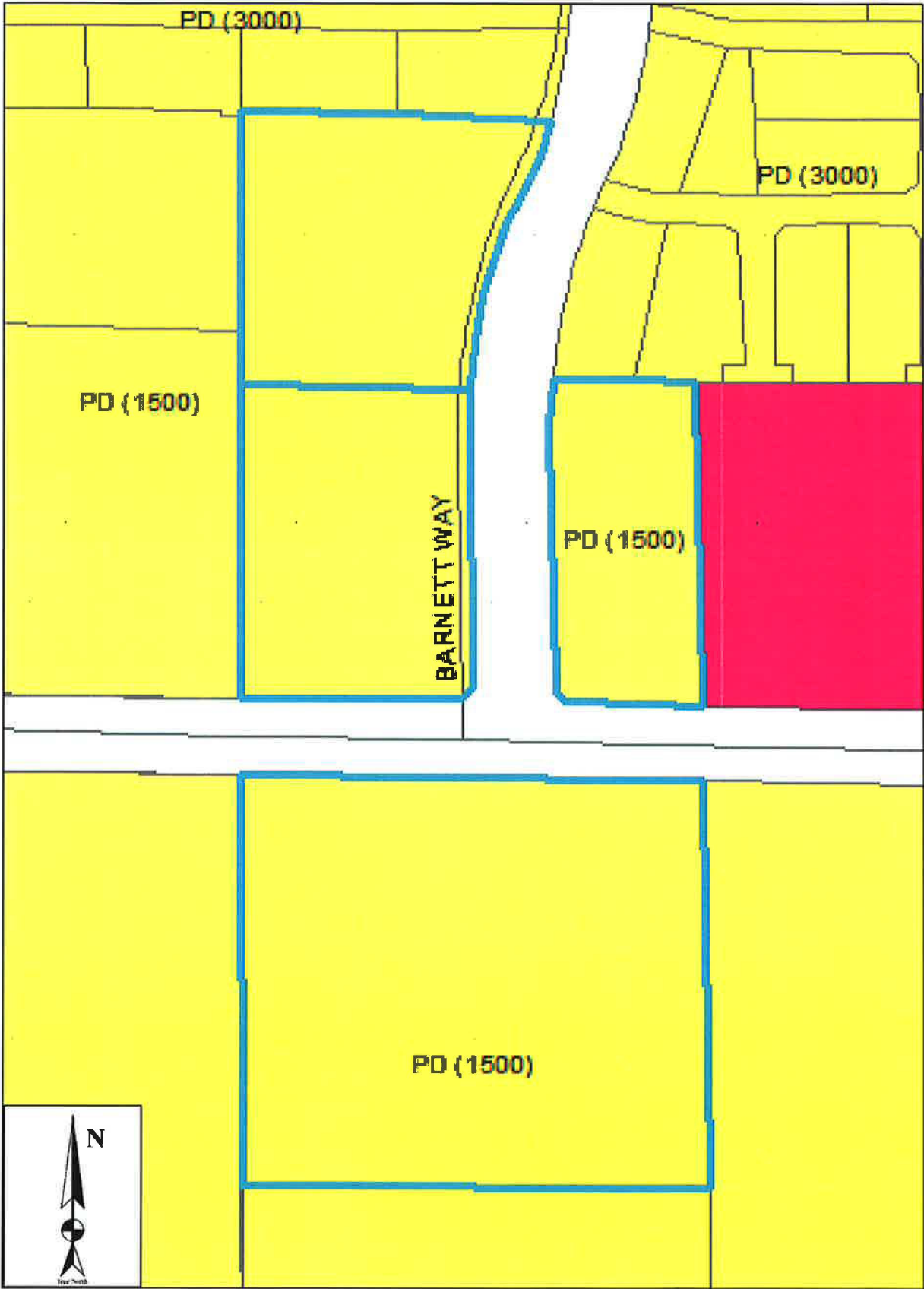


Christopher F. Boyle
Acting Planning Manager

PLANNING COMMISSION RESOLUTION NO. 1838
EXHIBIT "A"



PLANNING COMMISSION RESOLUTION NO. 1838
EXHIBIT "B"



DRAFT ORDINANCE

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING TWO PARCELS (APN: 012-270-001, 012-270-002) FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) 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 these properties and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning 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 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

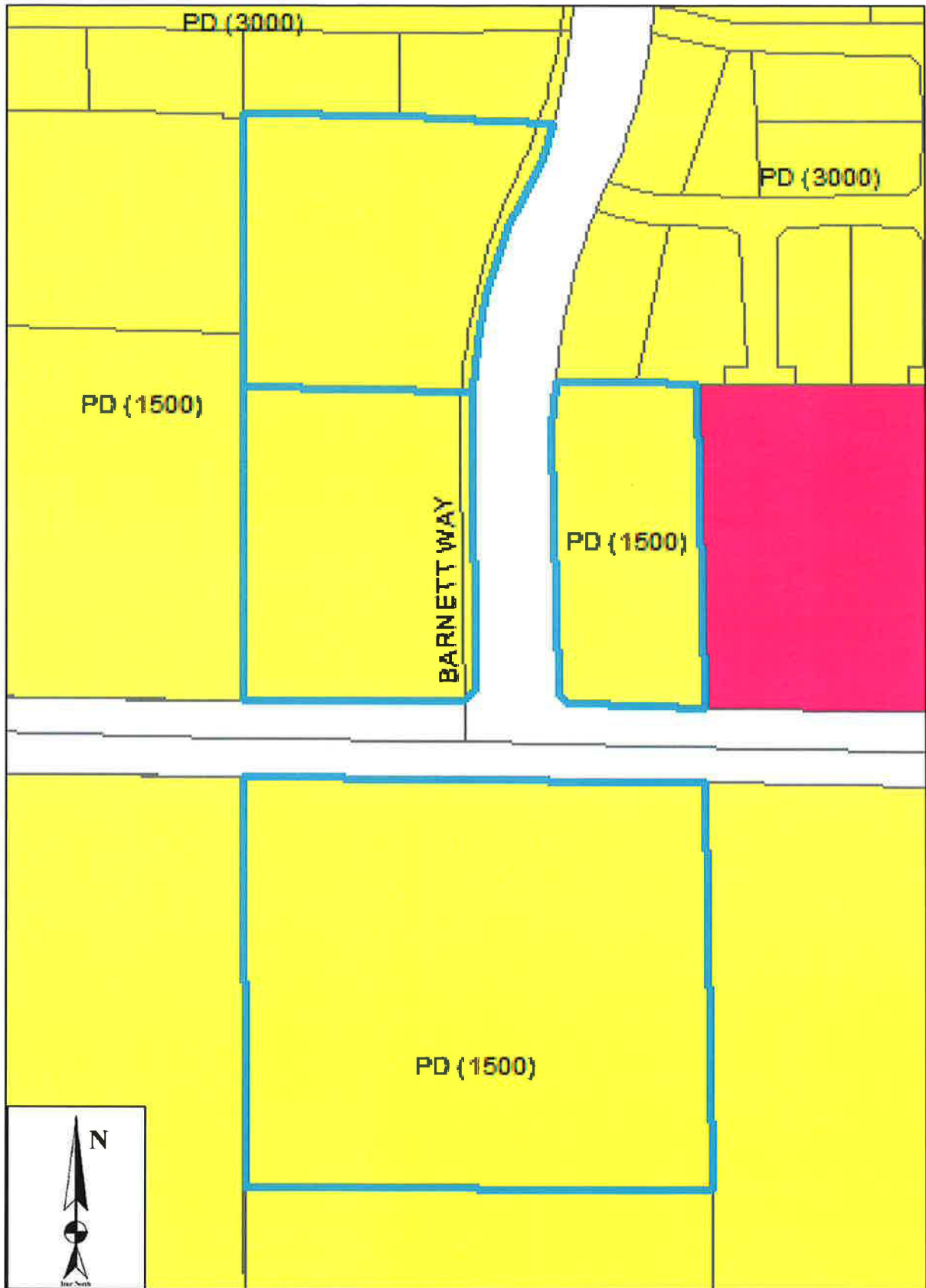
FINDINGS

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE, OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

DRAFT ORDINANCE – EXHIBIT “A”



Attachment 5: General Plan Amendment Resolution

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A GENERAL PLAN AMENDMENT CHANGING THE LAND USE DESIGNATION OF TWO PARCELS (APN: 012-270-001 AND 012-270-002) LOCATED IN PROXIMITY TO THE INTERSECTION OF GARY LANE AND BARNETT WAY FROM THE MD (MEDIUM DENSITY) GENERAL PLAN LAND USE DESIGNATION TO THE HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION

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 is currently in compliance with State mandates relative to Elements of the General Plan; and

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

WHEREAS, the applicant, Nirmal Rai, has initiated an amendment to the Madera General Plan amending the land use designation for approximately 2.80 acres of property (APNs: 012-270-001 and 012-270-002), located in proximity to the intersection of Gary Lane and Barnett Way from the MD (Medium Density) land use designation to the HD (High Density) land use designation, as shown in the attached Exhibit A; and

WHEREAS, the applicant has initiated a rezoning of the subject property from the PD-3000 (Planned Development) and PD-4500 (Planned Development) Zone Districts to the PD-1500 (Planned Development) Zone District; and

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

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

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

WHEREAS, the proposed General Plan amendment, rezone, and negative declaration were distributed for public review and comment to various local agencies; and

WHEREAS, the Planning Commission of the City of Madera held a public hearing on January 8, 2019, and adopted the negative declaration and forwarded a resolution recommending City Council approval of the rezone and general plan amendment; and

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

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

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

1. The above recitals are true and correct.
2. Based on the testimony and information presented at the hearing, and all of the evidence in the whole of the record pertaining to this matter, the City Council hereby approves the amendment of the City of Madera General Plan Land Use Map as specified in attached Exhibit "A".

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

4. This resolution is effective immediately, upon adoption of the ordinance rezoning the subject property.

* * * * *

EXHIBIT A



Attachment 6: Rezone Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP REZONING TWO PARCELS (APN: 012-270-001, 012-270-002) FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) 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 these properties and have determined that the proposed rezoning is consistent with the General Plan as amended and subsequent development will be in conformance with all standards and regulations of the Municipal Code.

SECTION 2. The City of Madera Zoning Map as provided for in Chapter 3 of Title 10 of the Madera Municipal Code is hereby amended as illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning 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 3. Based upon the testimony and information presented at the hearing, the adoption of the proposed rezoning is in the best interest of the City of Madera, and the Council hereby approves the rezoning based on the following findings:

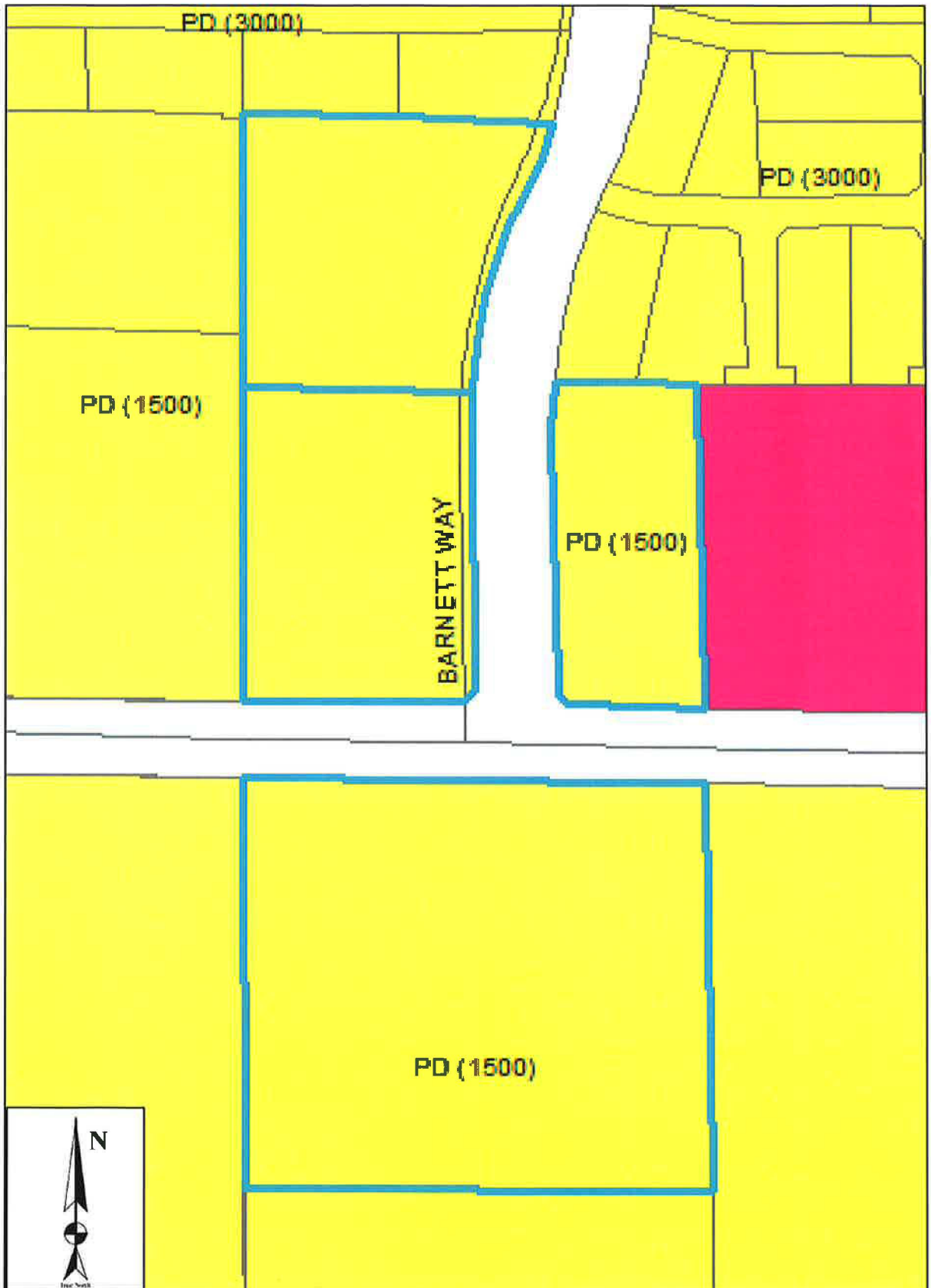
FINDINGS

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING ORDINANCE.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE, OR CAN BE EXTENDED TO SERVE THE AREA.

SECTION 4. This Ordinance shall be effective and of full force and effect at 12:01 a.m. on the thirty-first day after its passage.

* * * * *

EXHIBIT A





REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: C-5

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING A CHANGE OF THE NAME OF THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE; and

REQUEST FOR DIRECTION ON THE ROLE FOR THIS COMMITTEE DURING THE 2019/2020 AND FUTURE CDBG FUNDING ALLOCATION CYCLES

RECOMMENDATION: Staff recommends City Council (Council) 1) rename the Review and Advisory Committee (RAC "Committee") to Block Grant Commission (BGC), 2) reject the RAC's proposal for the appointment of two City Council Members to serve once per year within the Commission, during the Community Development Block Grant (CDBG) allocation process, and 3) provide guidance for the future role of the RAC.

SUMMARY: Since the implementation of the CDBG RAC in 2009, it has served in an advisory capacity making recommendations about the Housing and Urban Development (HUD) CDBG annual funding allocations. Given some concerns from city staff and residents about the use of the acronym RAC, a new name for the Committee is being proposed. In addition to the new name, current Committee Members are suggesting a new format and collaboration between the Committee and Council for upcoming funding cycles. Although the Committee members consider that the proposed format for collaboration with Council seems like it would be efficient and a more effective method for reviewing applications to make funding allocations, Staff does not recommend it. Staff also requests direction on the role of the RAC during this year's and future years' allocation processes.

DISCUSSION: Staff has been receiving feedback about the acronym that is used for the CDBG RAC over some time. A strong aversion to using the acronym RAC was expressed by some residents and City staff. This concern was presented to members of the RAC, and a decision was made to address the concern. During the April 5, 2018, August 16, 2018, October 29, 2018 RAC quarterly meetings, suggestions for a new name were discussed amongst the members. Consensus was achieved by the Committee during its January 14, 2019 quarterly meeting to propose the new name of, Block Grant Task Force (BGTF). Staff discussed the new acronym internally during a department head meeting, including with the Police Chief. It was determined during staff discussions that Task Force has a connotation to military or police operations and maneuvers; therefore, may not be suitable for a block grant committee. Instead it was

suggested that an alternative could be, Block Grant Commission or Committee, thereby using the acronym BGC. Staff recommends that Council address the public's and staff's concerns regarding the use of the acronym RAC and therefore adopt the staff recommended name of Block Grant Commission. In addition, staff is requesting direction from the Mayor and Council Members about the role of the RAC.

History of CDBG RAC

During the March 4, 2009 City Council meeting, a public hearing was held to approve, by a resolution, the implementation of an advisory committee to evaluate and make recommendations on the merits of the applications received for CDBG funding consideration under public services, administration, or capital projects/public improvements categories submitted by local non-profits agencies and City departments. To streamline the allocation process, and to provide specific funding recommendations, staff recommended the formation of a CDBG Review and Advisory Committee. Council concurred with this proposal and directed staff to develop a list of eligible nominees. Following the meeting, Department Heads approached their respective Vision Madera 2025 Action Plan Implementation Committees and selected volunteer nominees for the CDBG review and advisory committee. This resulted in the formation of the RAC as a five-member committee composed of one member of the City Council and one member from each of the four Vision Madera 2025 Action Plan Implementation Committees (A Well-Planned City, Good Jobs and Economic Opportunities, A Strong Community and Great Schools and A Safe, Healthy Environment).

The responsibilities established for the RAC, since its inception, has been to make recommendations for the use of CDBG funds and to ensure that the recommendations be consistent with the goals established by the City of Madera's Consolidated Plan and the Vision Madera 2025 Action Plan. This established a guide to determine funding eligible activities and for documenting compliance with important Federal requirements. In addition, this process aligns with the HUD's Guide to National Objectives and Eligible Activities, the City's CDBG Citizen Participation Plan and all other available sources (networking with staff from nearby cities also allocating CDBG funds). Valuable assistance is also incorporated by keeping abreast of changes with the assistance of the San Francisco HUD field office. The RAC ensures that funding decisions promote the aspirations of the Vision 2025 Action Plan and are consistent with HUD mandates. Staff assures the meetings and notices are conducted in accordance with the Brown Act.

During the December 17, 2014 City Council meeting, staff informed the Council that the pool of volunteers from the Vision Madera 2025 Action Plan Implementation Committees who were willing to serve on the RAC was not enough to fill the expected vacancies. This was based upon the receipt of notices from three of the four Vision Committee members that they no longer were able to serve on the RAC. Staff informed the Council that no other volunteers from these committees had offered to serve as replacements. Staff recommended amending the appointment criteria to provide for representatives nominated by the Mayor and each Council Member. This seven-member body would preserve the role of the RAC, while ensuring a wider selection of potential candidates. Such a change would also align the RAC with other community advisory bodies and the composition of the City Council.

CDBG RAC Proposal

Given a recent evaluation and reflection of the role of the RAC during the most recent CDBG allocation processes, the RAC membership consider that a change to the process may be necessary at this time. The goal in proposing their recommendation to Council is to reduce duplication of roles when vetting the applicants and ensure that Council has more insight and information about the applicants when approving

the allocations. The RAC membership feel that in recent allocation years, the time that they invested into evaluating and ranking applicants to make funding allocation recommendations for Council was not the best use of their time, since Council later desired to vet applicants as a governing body and make independent determinations for the allocations, not necessarily in line with the RAC's recommendations. Therefore, during the April 5, 2018, August 16, 2018, October 29, 2018 and January 14, 2019 quarterly meetings, RAC members held discussions to reach consensus about what the membership wished to recommend to Council. They derived at the following recommendation for the Committee's new role and structure for future annual allocations:

The RAC proposes that an Ad Hoc Committee be formed consisting of 2 City Council Members and the 7-member RAC, to serve at the beginning of the 2019/2020 allocation of CDBG funding process. The two Council Members would serve once a year during the allocation process. Staff expends a lot of effort to compile and distribute the application binders in a timely manner, coordinate with RAC members for an agreed upon meeting date and time, and the RAC undertakes a lot of work and effort to review the applications, interview applicants and provide funding recommendations outside of their normal business working hours. The RAC considers that with the two Council Members present and involved with the allocation process, the RAC and Council recommendations would be more likely upheld when the full Council reviews and approves final allocations for the 2019/2020 CDBG Action Plan. The City Attorney has advised against the addition of Council Members to the advisory committee because it places the Council Members in the advisory position which they have already delegated and then puts them in the capacity of being a decision maker utilizing those same recommendations to make a final allocation of grant funds. This creates potential incompatibility, especially in the instance in which the two bodies might be at odds in the decision-making process. Given the potential for this conflict, Staff recommends that Council reject RAC's proposal for the Ad Hoc Committee.

Ongoing Benefits for an Established Advisory Group

Early into the 2019/2020 Program Year, staff and the RAC plan to begin working with a consultant to carry out input sessions with the public, local State and County Departments, non-profits and Department Heads to compile a draft and, ultimately, a new Five-Year 2020/2024 CDBG Consolidated Plan. Council representation on the RAC during the new Five-Year 2020/2024 CDBG Consolidated Plan development would provide Council representatives with insight into the process and collaboration to eventually compile the new Plan. The proposal for the formation of the Ad Hoc Committee with 2 Council Representatives appointed for the term of the Council Members provides for consistency and overall continuity with the programs and projects funded in accordance with the goals and strategies identified in the new CDBG 2020/2024 Consolidated Plan and related Annual Action Plans.

There is a very important need to provide data and outcomes to HUD on an annual basis that supports programs and projects funded with CDBG consistent with the goals and strategies identified in its Consolidated Plans and reported to HUD through its Integrated Disbursement and Information System and the Consolidated Annual Performance and Evaluation Report available for a 15-day public review period after first submitted to the City Council and then submitted to HUD electronically after approval by the City Council following the 15-day public review period. Creating an opportunity for stronger collaboration by RAC, Staff and Council through the CDBG funding allocation process strengthens the City's ability to address community needs identified in the Consolidated Plans and ongoing Annual Action Plans.

What is Council's Direction?

Staff requests direction on what Council desires regarding the role of the CDBG Review Advisory Committee starting with the 2019/20 allocation cycle.

FINANCIAL IMPACT: The RAC operates as a volunteer advisory committee and its members do not receive compensation for their services. As a result, the RAC composition and new name do not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: The CDBG program has the potential to advance an extensive number of the Vision Plan's objectives and the Committee performs a valuable role in the community input process.

ALTERNATIVES: Alternatives available for the Mayor and City Council to consider are as follows:

1. Reject the new name.
2. Use the word "Commission" or "Committee" instead of Task Force.
3. Discuss and propose a new name.
4. Refer the item back to staff to return with a resolution for the proposed new name.
5. Leave the name as is.
6. Discuss the appointment of two Council Members and provide the agreed upon direction to staff to return with a resolution at the next City Council meeting.
7. Reject the proposed two Council Member recommendation.
8. Disband the RAC.
9. Return to Mayor and Council presentations by applicants for the allocation of CDBG funds.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 19-____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING A CHANGE OF THE NAME OF THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

WHEREAS: During the March 4, 2009 City Council meeting, a public hearing was held to approve by a resolution the implementation of an advisory committee to make allocation recommendations regarding applications submitted for public services carried out by local non-profits and City-sponsored capital projects/public improvements funded by Community Development Block Grant (CDBG) funds; and

WHEREAS: To streamline the allocation process, and to provide specific funding recommendations, staff recommended the formation of the CDBG Review and Advisory Committee (RAC); and

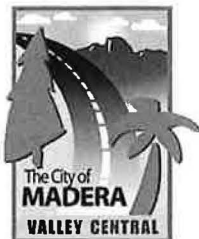
WHEREAS: Staff has been receiving feedback about the acronym that is used for the CDBG RAC over some time, and a strong aversion to using the acronym RAC was expressed by some residents and City staff; and

WHEREAS: During the April 5, 2018, August 16, 2018, October 29, 2018 RAC quarterly meetings, suggestions for the new name were discussed; and

WHEREAS: The new name, Block Grant Task Force (BGTF) was agreed upon during the January 14, 2019 CDBG RAC Quarterly meeting.

NOW, THEREFORE, the City Council of the City of Madera, California, hereby finds, orders, and resolves as follows:

1. The above recitals are true and correct.
2. The name for the CDBG Review and Advisory Committee is hereby changed to Block Grant Commission.
3. The City Clerk and the Grants Administrator are authorized to effectuate the change.
4. This resolution is effective immediately upon adoption.



REPORT TO CITY COUNCIL

Approved by:

Donia Alvarez

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: February 6, 2019

Agenda Number: E-1

SUBJECT: Discussion on Council Conference and Travel Budget

RECOMMENDATION: Following discussion, should the Council wish to amend the City Council Conference and Travel Budget, staff requests Council direction be given for an action item to be brought back at a future meeting.

SUMMARY: At the January 2, 2019 council meeting, Council Member Robinson requested an item be added to the agenda for discussion of the Council Conference and Travel Budget.

DISCUSSION: A summary of the adopted budget for account 10201000 6530 is listed below. The report is presented at the request of Council Member Robinson for Council discussion.

Fiscal Year	Adopted Budget	Amount Allocated for Each Member	Notes
FY 2016/2017	\$13,600	\$1,700 ea. \$3,400 (Robinson)	
FY 2017/2018	\$13,600	\$850 ea. \$1,700 (Robinson)	After 50% reduction 10/18/17
FY 2018/2019	\$5,950	\$850 ea.	
FY 2018/2019	\$5,200		Budget Amendment 12/19/18, Res. 18-248 (New Mayors & Council Members Academy)

FINANCIAL IMPACT: This is a discussion only item therefore, there are no impacts to the budget at this time.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Discussion of the Council Conference and Travel Budget is not specifically identified in the Vision Plan however, it closely aligns with the intent of the Vision Statement, Good Jobs and Economic Opportunity which is inclusive of a well-trained workforce.

ALTERNATIVES:

1. Council may give direction for staff to bring back an action item to increase the Council Conference and Travel Budget for all Council Members or specific member(s).
2. If no direction is given, the adopted budget will remain the same at \$850 for each member along with the budget amendment approved on 12/19/18.

ATTACHMENTS:

1. League of California Cities South San Joaquin Valley Division Calendar.

South San Joaquin Valley Division-League of California Cities 2019 Calendar

<u>January</u>	<u>February</u>	<u>March</u>	<u>April</u>
<p>Executive Board Meeting January 10th 6 PM</p> <p>New Mayors & Councilmembers Academy January 16-18 Sacramento And January 30-Feb 1 Irvine</p> <p>Policy Committee Meetings January 17-18 Sacramento</p>	<p>General Membership Meeting February 7th Madera</p> <p>Board of Directors Meeting February 21-22 Grass Valley</p> <p>City Managers Department Conference February 13-15 San Diego</p>	<p>Executive Board Meeting March 14th 6 PM</p> <p>Policy Committee Meeting March 28-29 Costa Mesa</p>	<p>General Membership Meeting April 11th Location TBD</p> <p>Legislative Action Day April 24th Sacramento</p> <p>Board of Directors Meeting April 25th Sacramento</p>
<u>May</u>	<u>June</u>	<u>July</u>	<u>August</u>
<p>Executive Board Meeting May 9th 6 PM</p> <p>CitiPAC Golf Tournament Dinuba May 17th</p>	<p>General Membership Meeting June 13th Location TBD</p> <p>Policy Committee Meeting June 13-14 Sacramento</p> <p>Mayors & Councilmembers Executive Forum June 19-20 Newport Beach</p>	<p>Executive Board Meeting July 11th 6 PM</p>	<p>General Membership Meeting August 8th Location TBD</p>
<u>September</u>	<u>October</u>	<u>November</u>	<u>December</u>
<p>Executive Board Meeting September 12th 6 PM</p> <p>Board of Directors Meeting September 13th Long Beach</p>	<p>General Membership Meeting October 10th Location TBD</p> <p>Annual Conference October 16-18 Long Beach</p> <p>Policy Committee Meeting & Board of Directors Meeting October 16-18 Long Beach</p>	<p>Executive Board Meeting November 14th 6 PM</p>	<p>League Leaders December 4-6 Napa</p> <p>Board of Directors Meeting December 4-6 Napa</p>