

**Regular Meeting of the Madera City Council;
Regular Meeting of the Madera Public Financing Authority;
Special Meeting of the Madera City Council as the Groundwater
Sustainability Agency**

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, May 1, 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: Charles Fryer, Hull Avenue Church of Christ

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

1. Proclamation Recognizing Week of Maternal Mental Health
2. Proclamation Recognizing CASA (Court Appointed Special Advocates)
3. Mid Valley Disposal Presentation Regarding 3rd and 4th Quarter Recycling Updates
4. Downtown Crow Abatement Program Update

INTRODUCTIONS: None.

A. WORKSHOP

No items for this section.

B. CONSENT CALENDAR

B-1 Minutes – 04/04/2018

B-2 Warrant Disbursement Report (Report by Tim Przybyla)

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

B-4 Consideration of a Resolution Approving the Award of Contract for Sewer Main Installation at Various Locations, City Project No. S 16-02, in the Amount of \$634,240 to Phase 1 Construction, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

B-5 1) Consideration of a Resolution Approving the Final Map for the Riverwalk Subdivision, Tract No. 2016-03), Approving the Subdivision Agreement, Authorizing Staff to Record the Final Map and Subdivision Agreement, Accepting Dedication of Lands for Public Use and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

2) Consideration of a Resolution Approving Annexation of the Riverwalk Subdivision (Tract No. 2016-03) Into Zone of Benefit 51; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year (FY) 2019/2020; and Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

B-6 Consideration of a Resolution Adopting the City of Madera Project List for Fiscal Year 2019/20 Funded by the Senate Bill (SB-1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program (Report by Keith Helmuth)

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

C-1 Second Public Hearing to Consider the Block Grant Commission's Community Development Block Grant Recommendations for Funding Allocations Under the

2019/2020 Action Plan and Request for City Council (Council) to Approve the Allocations (Report by Ivette Iraheta)

- C-2 Public Hearing and Consideration of Introduction of an Ordinance Amending Chapter 7 of Title V and Repealing in its Entirety Chapter 5 of Title VII of the Madera Municipal Code in Order to Update Existing Regulations Associated with Smoking, Including the Prohibition of Smoking in City Park Facilities (Report by Chris Boyle)
- C-3 Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 25 Acres Located at the Northwest Corner of the Intersection of Sunrise Avenue and Tozer Street from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District (Report by Chris Boyle)

D. WRITTEN COMMUNICATIONS

No items for this section.

E. ADMINISTRATIVE REPORTS

- E-1 Presentation of Technical Memorandum 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing and Budgetary Estimate for the Proposed Northeast Water Storage Tank, Pump Station and Transmission Mains (Keith Helmuth)

F. COUNCIL REPORTS

- F-1 Madera County Arts Authority Update and Contribution of Startup Costs (Council Member Gallegos)

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Arnolando Rodriguez, Wendy Silva, & Che Johnson

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

- G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting May 15, 2019

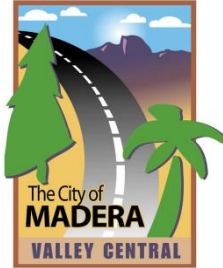
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- Please silence or turn off cell phones and electronic devices while the meeting is in session.

- 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.

I, Claudia Mendoza, Interim City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for May 1, 2019, near the front entrances of City Hall at 6:00 p.m. on April 25, 2019.

Claudia Mendoza

Claudia Mendoza, Interim City Clerk

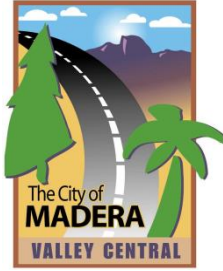


Madera City Council Agenda 05/01/2019

Agenda Item Presentation 1

Proclamation Recognizing Week of Maternal Mental Health

There is no written report for this item.

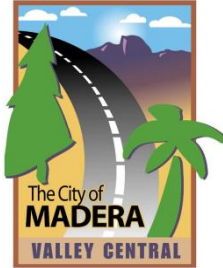


Madera City Council Agenda 05/01/2019

Agenda Item Presentation 2

Proclamation Recognizing CASA (Court Appointed Special Advocates)

There is no written report for this item.



Madera City Council Agenda 05/01/2019

Agenda Item Presentation 3

Mid Valley Disposal Presentation Regarding 3rd and 4th Quarter Recycling Updates

There is no written report for this item.

INTEGRATED AVIAN SOLUTIONS

Falconry-based Bird Abatement for Industry & Agriculture
California, Oregon, Washington
www.avian-solutions.com
845.532.5401



Crow Abatement Project Report

9 April 2019

Thank you for the opportunity to address the downtown community's crow challenge this past winter. We have had a remarkably successful season of crow control, and hope you are pleased with the results of our work. What follows is a summary of this year's program.

Upon request, we initiated the project on 5 December 2018. We typically suggest beginning crow management projects on October 1st, however we did not begin discussions with the Madera Downtown Association until November. We deployed four nights per week during December and January, then three nights per week for February and March, and two nights per week for April.

We arrived on December 5th to find impressive amounts of crow droppings covering the sidewalks and streets. Equally impressive numbers of crows (2-5,000) were present throughout the Business Improvement District (see Figure 1). As expected with a late-season start, crow activity was significant for the first half of December as the offending population adapted to pressure exerted by our team. Crows were persistent throughout the downtown, most notably along the roof of Madera Government Center, on the power lines and traffic signal poles at Gateway Dr and 4th St, and throughout the trees along Yosemite Ave and 6th St (see Figure 2). By mid-December we had evicted the vast majority of crows from the project area, with the occasional intrusion of birds. By January 1st we had the population under control and regularly worked shifts without a single crow present. The project area remained crow-free for the next three months. Businesses reported noticeable reductions in bird droppings on the sidewalks. To the best of our knowledge, crows relocated to the outskirts of town and the eucalyptus trees along Highway 99.

Funding for the month of December came from the Madera Downtown Association. At the beginning of January both the City Council and County Board of Supervisors approved additional funding to continue the project through April. In mid-January we expanded the project pro bono to include the police station and post office, to address a group of crows roosting there.

Although it would be convenient if the crows opted to avoid your downtown next winter, it is highly unlikely. Based on our observations this season, and the success of the program, I would recommend repeating the program for 2018-2019, with an October 1st start date.

Sincerely,

Adam Baz
Project Manager





Figure 1. Thousands of crows roosting in downtown Madera generated substantial droppings, which cause an unsightly mess and pose a serious public health risk.

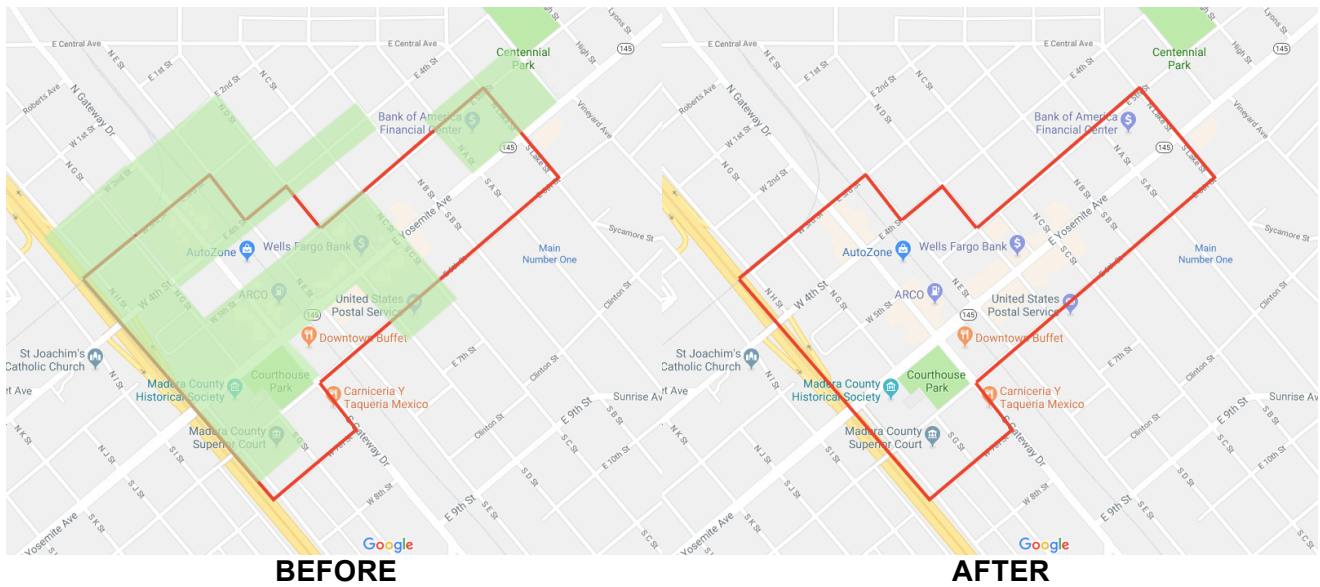
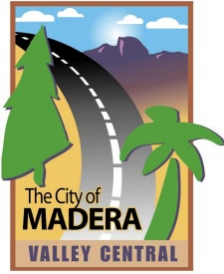


Figure 2. Map of project area showing crow locations (shaded green areas) before and after the crow management program.





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

Item:	B-1
Minutes for:	04/04/18
Adopted:	05/01/19

RETURN TO AGENDA

**April 4, 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

Absent: **None**

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Administrator Steve Frazier, Director of Community Development David Merchen, Police Chief Dino Lawson, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director John Scarborough, 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, Division Fire Chief Matt Watson, Lieutenant Dan Foss and Battalion Chief James Forga.

INVOCATION: Pastor Tim Echevarria, New Harvest Christian Fellowship

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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Kay Rhodes, spoke about the reasons she believes the recall measure of Mayor Medellin is appropriate. Ms. Rhodes stated she has concerns with excessive management salaries and high-water rates/taxes

Martha Pitts, reported that she is the new general manager for Madera Area Express. She looks forward to working with the Grants Department.

April Molina, wanted to speak about the article regarding the recall of Mayor Medellin in the Madera Tribune. She is concerned with the costs associated with a recall and how it may bring chaos and division.

Khalid Chaudry, spoke about collusion between Council and management. Thanked Mr. Manfredi for the response to his mail. Mr. Chaudry also made recommendations to the training session. Mr. Chaudry stated to please resign.

Steve Salter, announced that there is a signature drive for Keep California Safe (Propositions 47 and 57). Mr. Salter thought the City Council should be involved.

The City Clerk made a late distribution announcement regarding item C-2A and C-4.

PRESENTATIONS

1. Martin Luther King Jr. Celebration Speech by Student Speaker Gizelle Castillo

Council Member Holley introduced Gizelle Castillo by stating her speech was emotional and thanked her parents. Gizelle Castillo stated she is a sixth-grade student with John Adams Elementary School. She thanked the City Council. She proceeded by reading her speech.

Council Member Oliver stated he appreciated Gizelle sharing Martin Luther King's legacy through.

2. Mid Valley Disposal Recyclers of the Year and Third and Fourth Quarter Reports (Annette Kwock)

Annette Kwock and Yvette Rodriguez with Mid Valley Disposal provided the City Council an update for their third and fourth quarter. They also presented Rancho San Miguel and Vineyard Restaurant for Recycler of the Year Award.

Council Member Holley thanked Mid Valley Disposal for the good job they are doing in education.

Mayor Medellin acknowledged the presence of members of Boy Scout Troop 99.

INTRODUCTIONS There are no introductions.

A. WORKSHOP

A-1 Workshop to Review the Status and Use of Measure K Fire Protection Funds and to Review the Status of the Design and Construction Process for the New Northwest Madera Fire Station (Presentation by David Merchen and Matt Watson)

Director of Community Development David Merchen and Division Fire Chief Matt Watson provided an update to the City Council on the funding and status of the new Northwest Fire Station.

Discussion followed.

A-2 Workshop Review and Recommendations Regarding Water Rate Cost Factors and Revenue Sources for Capital Projects (Report by Ron Manfredi)

Ron Manfredi provided the City Council with his findings on the Water Rate Review. The report was broken down in eight factors: Employee Direct Costs; Distribution of Costs, Administrative (Direct Costs); Overhead Allocation; Debt Service; Maintenance and Operations; Conservation; and Capital Outlay.

Discussion followed.

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.

Council Member Oliver pulled item B-3 for discussion.

Council Member Gallegos pulled item B-4 for discussion.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-3 AND B-4, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – There are no minutes for consideration.

B-2 Warrant Disbursement Report 3/13/18 – 3/26/18 (Report by Tim Przybyla)

B-3 Consideration of a Minute Order - Acceptance of the Bus Shelters and Amenities Installation, City Project Number Trans - 6 and Authorizing the Recording of a Notice of Completion (Report by Keith Helmuth)

Council Member Oliver stated the City should look at ways (within State statutes) we can encourage vendors to use local businesses by providing incentives.

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM B-3, WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

B-4 Consideration of a Resolution Approving an Amendment to Pricing Schedule for Switched Ethernet Service with AT&T for Obtaining Fiber Optic Ethernet Service to the Waste Water Treatment Plant, and Authorizing the Mayor to Sign the Amendment on Behalf of the City (Report by Mark Souders)

Council Member Gallegos thanked Information Services Manager Mark Souders for his research and working with AT&T. This will give the City a savings on costs and provide stability of the wireless connection to the Waste Water Treatment Plant.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, ITEM B-4, WAS APPROVED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-41 RESOLUTION OF THE CITY COUNCIL OF MADERA, APPROVING AN AMENDMENT TO PRICING SCHEDULE FOR SWITCHED ETHERNET SERVICE WITH AT&T FOR OBTAINING FIBER OPTIC ETHERNET SERVICE TO THE WASTE WATER TREATMENT PLANT, AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT ON BEHALF OF THE CITY

B-5 Consideration of a Resolution Authorizing Submittal of an Application to the California Department of Resources Recycling and Recovery for Beverage Container Recycling City/County Payment Programs, and Authorizing the City Administrator to Execute all Grant Documents (Report by John Scarborough)

RES. NO. 18-42 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY FOR BEVERAGE CONTAINER RECYCLING CITY/COUNTY PAYMENT PROGRAMS AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE ALL GRANT DOCUMENTS

B-6 Consideration of a Resolution Approving a Lease Agreement with County of Madera for a Hangar Lease Located at the Madera Municipal Airport, and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)

RES. NO. 18-43 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A LEASE AGREEMENT WITH COUNTY OF MADERA FOR A HANGAR LEASE LOCATED AT THE MADERA MUNICIPAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

B-7 Consideration of a Letter of Support for the Leadership Counsel for Justice and Accountability's Scope of Work for the Sustainable Groundwater Planning Grant Program (GSA - Report by David Merchen)

B-8 Informational Report on Personnel Activity (Report by Wendy)

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

C-1 A Noticed Public Hearing and Consideration of Introduction of an Ordinance Rezoning Approximately 6,000 Square Feet of Land Located 100 Feet North of the Northwest Corner of East Yosemite Avenue and High Street from the R3 (High Density Residential) Zone District to the C1 (Light Commercial) Zone District (APN: 007-123-003) (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

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

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

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED AND ITEM C-1, THE INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO. ORD. AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 0.14 ACRES OF PROPERTY LOCATED ON THE WEST SIDE OF HIGH STREET (APN: 007-123-003), APPROXIMATELY 125 FEET NORTH OF THE INTERSECTION OF EAST YOSEMITE AVENUE AND HIGH STREET, FROM THE R3 (HIGH DENSITY RESIDENTIAL) ZONE DISTRICT TO THE C1 (LIGHT COMMERCIAL) ZONE DISTRICT

C-2 A) Consideration of a Resolution Approving an Agreement with LSA Associates, Inc. for Preparation of the Village D Specific Plan Environmental Impact Report and Authorizing the Mayor to Execute the Agreement; and

B) Consideration of a Resolution Approving an Agreement with Fagundes, Fagundes, Fagundes for the Funding of an Environmental Impact Report for the Village D Specific Plan and Authorizing the Mayor to Execute the Agreement (Report by Chris Boyle)

The report was presented by Planning Manager Chris Boyle.

Discussion followed.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-2A, RES. NO. 18-44 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-44 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH LSA ASSOCIATES, INC. FOR ENVIRONMENTAL PLANNING SERVICES RELATING TO THE VILLAGE D SPECIFIC PLAN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

ON MOTION BY COUNCIL MEMBER OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2B, RES. NO. 18-45 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-45 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING AN AGREEMENT WITH FAGUNDES, FAGUNDES, FAGUNDES FOR FUNDING FOR THE PREPARATION OF AN ENVIRONMENTAL IMPACT REPORT RELATING TO THE VILLAGE D SPECIFIC PLAN PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

C-3 Consideration of a Resolution Approving the Final Map for the Varbella Estates 1 Subdivision and Authorizing Execution of Subdivision Agreement and Authorizing the Mayor to Execute the Agreement on Behalf of the City; and

Consideration of a Resolution Approving Annexation of the Varbella Estates 1 Subdivision into Zone of Benefit 39; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 39 for Fiscal Year 2018/2019; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor (Report by Keith Helmuth)

The report was presented by City Engineer Keith Helmuth.

Discussion followed.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3, RES. NO. 18-46 AND RES. NO 18-47 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-46 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE VARBELLA ESTATES I SUBDIVISION AND AUTHORIZING EXECUTION OF SUBDIVISION AGREEMENT AFFECTING LAND DEVELOPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS ON BEHALF OF THE CITY

RES. NO. 18-47 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION OF THE VARBELLA ESTATES 1 SUBDIVISION INTO ZONE OF BENEFIT 39; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 39 FOR FISCAL YEAR 2018/2019; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

C-4 A) Consideration of a Resolution Approving an Agreement with Bob Murray & Associates for Executive Recruiting Services for the Position of City Administrator; and

B) Consideration of a Resolution Authorizing and Approving an Amendment to the City of Madera Fiscal Year 2017/18 Budget (Report by Wendy Silva)

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

Discussion followed.

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-4A, RES. NO. 18-48 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-48 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH BOB MURRAY & ASSOCIATES FOR EXECUTIVE RECRUITING SERVICES FOR THE POSITION OF CITY ADMINISTRATOR AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

ON MOTION BY COUNCIL MEMBER RIGBY, AND SECONDED BY COUNCIL MEMBER OLIVER, ITEM C-4B, RES. NO. 18-49 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-49 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING AND APPROVING AN AMENDMENT TO THE CITY OF MADERA FISCAL YEAR 2017/2018 BUDGET

C-5 Consideration of a Resolution of the City Council Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds (Report by Tim Przybyla)

The report was presented by Director of Financial Services Tim Przybyla.

No questions or comments were offered.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-5, RES. NO. 18-50 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 18-50 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX- EXEMPT BONDS

C-6 Consideration of a Resolution of the Madera Public Financing Authority Approving Post-Issuance Tax Compliance Procedures for Tax-Exempt Bonds (MPFA - Report by Tim Przybyla)

The report was presented by Director of Financial Services Tim Przybyla.

No questions or comments were offered.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-6, MPFA RES. NO. 18-01 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

MPFA RES. NO. 18-01 A RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY APPROVING POST-ISSUANCE TAX COMPLIANCE PROCEDURES FOR TAX-EXEMPT BONDS

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

Council Member Robinson reported he attended the WELLS (Water Education for Latino Leaders) Conference in Sacramento.

Council Member Foley Gallegos had nothing to report.

Council Member Rigby reported that he attended Madera Local Agency Formation Commission (LAFCO) meeting. The MSR is completed and being passed around for review.

Council Member Rigby also reported he will be attending meeting with Madera County Economic Development Commission, where they will discuss new ways of economic development in the next 15-20 years in Madera County

Council Member Holley reported he attended a Neighborhood Watch meeting on Trevor Way and walk to school for Cesar Chavez.

Council Member Holley also reported he and his wife had the opportunity to visit the Discovery Center with 50 children.

Council Member Holley encouraged Council Members to join the Big Brothers and Big Sisters Program.

Mayor Pro-Tem Rodriguez attended an Madera Realtors Association event, where Planning Manager Chris Boyle was on a panel for discussion.

Council Member Oliver had nothing to report.

Mayor Medellin thanked Eddie Block for being instrumental in the Downtown Watch Program. He also thanked John and April Molina for their kind words and the Love Madera Campaign on April 21, 2018.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 10:00 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 Labor Negotiators pursuant to Government Code §54957.6

Agency Designated Representatives: Steve Frazier & Wendy Silva

Employee Organizations: General Bargaining Unit

Madera Police Officers' Association

Mid-Management Employee Group

Law Enforcement Mid-Management Group

G-4 Closed Session Report – City Attorney

The Council returned from closed session at 11:15 p.m. with all members present.

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

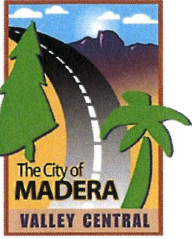
ADJOURNMENT - The meeting was adjourned at 11:15 p.m. Next regular meeting 4/18/18.

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.

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor



REPORT TO CITY COUNCIL

Approved by:

[Signature]
Department Director

[Signature]
City Manager

Council Meeting of: May 01, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for April 6, 2019 to April 19, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of April 6, 2019 to April 19, 2019 is contained in the attachment.

General Warrant	21544 - 21681	\$1,203,878.80
Wire Transfer	Union Bank Payroll and Taxes	\$615,126.20
Wire Transfer	SDI	\$2,103.62
Wire Transfer	Cal Pers	\$0.00

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. Per the request of Council, we have included the departments from which each of the respective warrants were requested as well as the org description from which they were paid.

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.

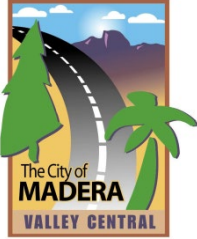
ATTACHMENTS: Register of Audited Demands.

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
April 19, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21544	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 04/05/19 PAYROLL	1,173.37
21545	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 04/05/19 PAYROLL	1,817.96
21546	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 04/05/2019 PAYROLL	966.99
21547	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/05/2019 PAYROLL	10,198.09
21548	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 04/05/19 PAYROLL	150.00
21549	04/08/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 04/05/19 PAYROLL	35,480.73
21550	04/12/2019	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,170.00
21551	04/12/2019	WWTP	WWT PLANT	DEERE & COMPANY	JOHN DEERE CLOSED CAB ATV MODEL JD-TX	13,298.59
21552	04/12/2019	ENGINEERING	WATER CAPITAL OUTLAY	AKEL ENGINEERING GROUP, INC.	SEWER/WATER CONDITION ASSESSMENT	2,543.75
21553	04/12/2019	POLICE	PD ADMINISTRATION	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
21554	04/12/2019	GRANTS	INTERMODAL BUILDING	AMERICAN TECHNOLOGIES, INC	EMERGENCY TESTING SERVICES	2,292.00
21555	04/12/2019	CODE	TIRE CLEAN UP	AMERICAN REFUSE, INC.	VAN TRAILER RENTAL	1,967.00
21556	04/12/2019	POLICE	PD ADMINISTRATION	ARNOLD, JOSIAH	PER DIEM POST MANAGEMENT COURSE B	342.00
21557	04/12/2019	ATTORNEY	CODE ENFORCEMENT	AT&T	03/19 CALNET 3 SERVICES	2,574.86
21558	04/12/2019	BUILDING	BUILDING	BRIAN'S HEATING & COOLING	FEE REIMBURSEMENT	43.94
21559	04/12/2019	BUILDING	BUILDING	BRIDGEMARK CONSTRUCTION	FEE REIMBURSEMENT FOR WORK NOT COMPLETED	51.27
21560	04/12/2019	BUILDING	BUILDING	SUNRUN INSTALLATION SERVICES INC.	FEE REIMBURSEMENT	149.52
21561	04/12/2019	BUILDING	BUILDING	SUNRUN INSTALLATION SERVICES INC.	FEE REIMBURSEMENT	156.06
21562	04/12/2019	WATER QUALITY	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER SAMPLES	1,152.00
21563	04/12/2019	ENGINEERING	ENGINEERING	CALIFORNIA SURVEYING AND DRAFTING SUPPLY	WIDE FORMAT PAPER	209.04
21564	04/12/2019	GRANTS	INTERMODAL BUILDING	CITY OF MADERA	03/19 UTILITIES ACCT#003040441-0	356.69
21565	04/12/2019	GRANTS	INTERMODAL BUILDING	CITY OF MADERA	04/19 UTILITIES ACCT#003040441-0	44.73
21566	04/12/2019	ENGINEERING	SEWER CAPITAL OUTLAY	CUSHMAN CONTRACTING CORPORATION	WWTP 18-02 REHABILITATION PROJECT - MAR 2019	465,659.95
21567	04/12/2019	ENGINEERING	SEWER CAPITAL OUTLAY	FIRST REPUBLIC BANK	WWTP 18-02 ESCROW RETENTION	24,508.42
21568	04/12/2019	UB	UTILITY BILLING/GARBAGE	DATAPROSE, LLC	MARCH 2019 BILLING	8,420.01
21569	04/12/2019	STREETS	PW - STREETS	ENNIS TRAFFIC SAFETY SOLUTIONS	WATERBORNE TRAFFIC PAINT	50,974.93
21570	04/12/2019	ENGINEERING	RSTP - FED EXCHANGE	FEDERAL EXPRESS	SHIPPING SERVICES	41.01
21571	04/12/2019	GRANTS	TRANSPORTATION- DIAL-A-RIDE	FIRST TRANSIT INC.	DEC 2018 MAX & DAR SERVICES	18,307.71
21572	04/12/2019	POLICE	PD ADMINISTRATION	FRESNO CITY COLLEGE	REGISTRATION FOR OFFICER TRAINING	104.00
21573	04/12/2019	ENGINEERING	SEWER CAPITAL OUTLAY	FRESNO REPROGRAPHICS	PRINTING SERVICES FOR THE MADERA TRANSIT FACILITY	6,289.63
21574	04/12/2019	POLICE	MEASURE K SALES TAX - POLICE	21ST CENTURY SOLUTIONS	REPLACING SIU BUILDING ENTRANCE WITH KEYPAD & ALARM	4,340.99
21575	04/12/2019	ENGINEERING	RSTP - FED EXCHANGE	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	56.86
21576	04/12/2019	GRANTS	INTERMODAL BUILDING	GUARDIAN WESTERN SWEEPING INC.	FEBRUARY 2019 STREET SWEEPING	569.00
21577	04/12/2019	ENGINEERING	BICYCLE TRANSPORTATION ACT	LARS ANDERSEN & ASSOCIATES, INC.	ENGINEERING SERVICES RELATING TO PK-08	1,016.10
21578	04/12/2019	POLICE	PD ADMINISTRATION	TIM J LAW	EMPLOYMENT BACKGROUND CHECKS	2,100.00
21579	04/12/2019	FACILITIES	MULTIPLE	LEE'S CONCRETE	STREET LIGHT BASE	178.88
21580	04/12/2019	POLICE	PD ADMINISTRATION	LYNN PEAVEY COMPANY	SUPPLIES	200.52
21581	04/12/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	MADERA COUNTY	ADMIN LABOR QUARTER 1 FY 2018/19	171.19
21582	04/12/2019	FINANCE	GENERAL FUND	MADERA COUNTY AUDITOR	SALES & USE TAX FOURTH QUARTER 2018	65,518.65
21583	04/12/2019	PLANNING	HR/RISK MANAGEMENT	MADERA TRIBUNE	APRIL P.C. MEETING AD	312.10
21584	04/12/2019	ATTORNEY	CITY ATTORNEY	MONTOY LAW CORPORATION	LEGAL SERVICES	1,608.00
21585	04/12/2019	ATTORNEY	CITY ATTORNEY	LAW OFFICES OF GREGORY L. MYERS	LEGAL SERVICES	159.00
21586	04/12/2019	POLICE	PD ADMINISTRATION	NATIONAL PUBLIC SAFETY INFO. BUREAU	2019 DIRECTORY	149.00
21587	04/12/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	OMNI-MEANS, LTD	PROFESSIONAL PROJECT DEVELOPMENT	4,312.00
21588	04/12/2019	PARKS	GENERAL TRUST FUND	BARRERA, ESPARANZA	FACILITY REFUND	200.00
21589	04/12/2019	PARKS	GENERAL TRUST FUND	BREAZELL, CHANAI	PARK DEPOSIT REFUND	50.00
21590	04/12/2019	PARKS	PARKS ADMINISTRATION	DE LA FUENTE, VALERIE	T-BALL REFUND	57.50
21591	04/12/2019	PARKS	GENERAL TRUST FUND	FRANCO, OSCAR	PARK DEPOSIT REFUND	50.00
21592	04/12/2019	PARKS	GENERAL TRUST FUND	GALLARDO, CHERI	FACILITY DEPOSIT REFUND	100.00
21593	04/12/2019	PARKS	GENERAL TRUST FUND	GOODRICH, BEN	PARK DEPOSIT REFUND	50.00
21594	04/12/2019	PARKS	GENERAL TRUST FUND	HERRERA, NICOLE	PARK DEPOSIT REFUND	50.00

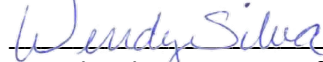
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21595	04/12/2019	PARKS	SPORTS PROGRAMS	HOUSLEY, AMANDA	SPORTS CANCELLATION REFUND	104.50
21596	04/12/2019	PARKS	GENERAL TRUST FUND	JONES, VICKIE	FACILITY DEPOSIT REFUND	50.00
21597	04/12/2019	PARKS	SPORTS PROGRAMS	MENDOZA, MARIA	T-BALL REFUND	55.00
21598	04/12/2019	PARKS	GENERAL TRUST FUND	SALAZAR, JACQUELINE	PARK DEPOSIT REFUND	50.00
21599	04/12/2019	PARKS	GENERAL TRUST FUND	TOPPING, ELLA	PARK DEPOSIT REFUND	50.00
21600	04/12/2019	POLICE	PD ADMINISTRATION	PECK'S PRINTERY	ENVELOPES FOR PD	76.86
21601	04/12/2019	FINANCE	CENTRAL ADMIN	PRICE PAIGE AND COMPANY	AUDIT OF CITY FINANCIAL STATEMENTS YEAR ENDED JUNE 30, 2018	17,230.00
21602	04/12/2019	PUBLIC WORKS	MULTIPLE	SERVICEMASTER BY J&C BROWN	APRIL JANITORIAL CLEANING	14,519.31
21603	04/12/2019	IS	MULTIPLE	SOUTHERN COMPUTER WAREHOUSE, INC.	DESKTOP COMPUTER REPLACEMENTS	39,378.19
21604	04/12/2019	WWTP	WWT PLANT	STANTEC CONSULTING SERVICES INC.	CONSULTING SERVICES- WASTE DISCHARGE PERMIT UPDATE	2,859.00
21605	04/12/2019	ENGINEERING	RSTP - FED EXCHANGE	STATEWIDE TRAFFIC SAFETY AND SIGNS INC	PROVIDE TRAFFIC CONTROL FOR WORK AT UPRR CROSSINGS	4,700.00
21606	04/12/2019	STREETS	PW - STREETS	UNITED RENTALS, INC	MISC. EQUIPMENT RENTAL	2,725.53
21607	04/12/2019	POLICE	PD ADMINISTRATION	VERIZON WIRELESS	PD AIR CARDS 02/11/19 - 03/10/19	114.03
21608	04/18/2019	IS	MULTIPLE	A-MAIS TECHNOLOGIES INC.	2019 MAIS SOFTWARE MAINTENANCE	8,400.00
21609	04/18/2019	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,170.00
21610	04/18/2019	IS	FLEET MAINTENANCE	AMERICAN BUSINESS MACHINES	COPIER LEASE AGREEMENT APRIL 2019	1,394.49
21611	04/18/2019	HR	BUILDING	ANTHEM BLUE CROSS	CITY PAID RETIREE MEDICAL BILL MAY 2019	1,546.37
21612	04/18/2019	WATER	WATER MTNC/OPERATIONS	THIRKETTLE CORPORATION	COMMAND LINK REPAIR	331.50
21613	04/18/2019	POLICE	PD ADMINISTRATION	AT&T	03/19 CALNET 3 SERVICES	552.20
21614	04/18/2019	FINANCE	UTILITY BILLING/GARBAGE	BATTLES, ERIC	TYLER CONNECT 2019 CONFERENCE REIMBURSEMENT	97.05
21615	04/18/2019	WATER QUALITY	WATER QUALITY CONTROL	BOTWRIGHT JR., JOHN D.	PER DIEM CRWA 2019 EDUCATION & EXHIBITOR HALL	231.00
21616	04/18/2019	WATER QUALITY	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER SAMPLES	456.00
21617	04/18/2019	PARKS	SPORTS PROGRAMS	BSN SPORTS	T-BALL EQUIPMENT	286.87
21618	04/18/2019	POLICE	PD ADMINISTRATION	CALIFORNIA DEPARTMENT OF JUSTICE	MARCH 2019 SERVICES	4,515.98
21619	04/18/2019	POLICE	MEASURE K SALES TAX - POLICE	CALIFORNIA POLICE CHIEFS ASSOC	TUITION FOR CA POLICE CHIEFS EXECUTIVE LEADERSHIP	8,800.00
21620	04/18/2019	POLICE	PD ADMINISTRATION	COMCAST	04/14/19-05/13/19 SVS 8155500320092096	122.42
21621	04/18/2019	HR	HR/RISK MANAGEMENT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL/DOT RECERT/VACCINE	1,121.50
21622	04/18/2019	HR	HR/RISK MANAGEMENT	CPH HR CONSULTING	ANALYST EXAMS	482.90
21623	04/18/2019	POLICE	PD ADMINISTRATION	DIEBERTS CREATIVE COPY INC	PRINTING OF ANNUAL REPORT 2018	2,094.38
21624	04/18/2019	WWTP	WWT PLANT	DAVID HEUMANN	BACKFLOW SERVICES	200.00
21625	04/18/2019	PARKS	COMM & REC CENTERS	DIAMOND COMMUNICATIONS	PAC ALARM MONITORING MAY 2019	32.00
21626	04/18/2019	FLEET	FLEET ACQUISITION	DOWNTOWN FORD SALES	NEW FORD F-350 FLATBED	47,834.27
21627	04/18/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/01/19-04/15/19	9,825.00
21628	04/18/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	FRESNO REPROGRAPHICS	PRINTS FOR PROJECT R-66	152.51
21629	04/18/2019	ENGINEERING	SEWER CAPITAL OUTLAY	GIERSCH & ASSOCIATES, INC.	PROFESSIONAL ENGINEERING DESIGN	5,285.58
21630	04/18/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	32.60
21631	04/18/2019	POLICE	PD ADMINISTRATION	THE INSTITUTE FOR INTERGOVERNMENTAL RESEARCH, INC.	G.R.E.A.T. FOR OFFICER DIAS	790.00
21632	04/18/2019	POLICE	PD ADMINISTRATION	J'S COMMUNICATIONS	SERVICE AGREEMENT 04/01/19- 06/30/19	4,707.00
21633	04/18/2019	POLICE	PD ADMINISTRATION	KER'S GAS & LUBE, INC.	FEBRUARY 2019 PD CAR WASHES	186.50
21634	04/18/2019	POLICE	PD ADMINISTRATION	LANGUAGE LINE SERVICES, INC.	TRANSLATION SERVICES	110.55
21635	04/18/2019	CLERK	GENERAL FUND	LEAGUE OF CALIFORNIA CITIES	2019 LOCC MEMBERSHIP DUES	19,662.00
21636	04/18/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	MADERA COUNTY	QUARTER 2 FY 18/19 SHARED COSTS	4,352.00
21637	04/18/2019	GRANTS	TRANSPORTATION- DIAL-A-RIDE	MV TRANSPORTATION, INC.	JANUARY 2019 SERVICES	202,009.39
21638	04/18/2019	CLERK	CENTRAL ADMIN	OFFICE DEPOT	SUPPLIES	428.56
21639	04/18/2019	FACILITIES	PARKS	PACIFIC GAS & ELECTRIC	03/19 SVS 1598348280-1	251.59
21640	04/18/2019	PARKS	GENERAL TRUST FUND	BRADFORD, TIFFNEY	PARK DEPOSIT REFUND	50.00
21641	04/18/2019	PARKS	GENERAL TRUST FUND	PEREZ, FILIBERTO	PARK DEPOSIT REFUND	50.00
21642	04/18/2019	PARKS	GENERAL TRUST FUND	TORRES, ROLANDO	PARK DEPOSIT REFUND	50.00
21643	04/18/2019	ENGINEERING	MEASURE T - RTP - REHAB/RECONS	PETERS ENGINEERING GROUP	PRELIMINARY ENGINEERING R-10	1,461.25
21644	04/18/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	PETERS ENGINEERING GROUP	PROFESSIONAL ENGINEERING SERVICE	12,793.75
21645	04/18/2019	STREETS	PW - STREETS	MORRIS J PIERCE	REMOVE AND REPLACE DAMAGED ASPHALT	11,240.65
21646	04/18/2019	WWTP	WWT PLANT	POLYDYNE INC.	CHEMICALS AND SOLVENTS, COMMERCIAL	5,514.80
21647	04/18/2019	FINANCE	FINANCE	ROMERO, ESTEVAN	TYLER CONNECT 2019 CONFERENCE REIMBURSEMENT	60.00
21648	04/18/2019	POLICE	PD ADMINISTRATION	RON'S TOWING & ROAD SERVICE	TOW SERVICES	90.00
21649	04/18/2019	WWTP	WWT PLANT	TERRAFORM POWER, LLC.	MARCH 2019 ELECTRIC UTILITIES	8,135.31

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21650	04/18/2019	PUBLIC WORKS	MULTIPLE	TAMARACK PEST CONTROL	MARCH 2019 PEST CONTROL SERVICE	510.00
21651	04/18/2019	WWTP	WWT PLANT	TESEI PETROLEUM, INC.	DIGESTER/ FACILITIES HEATING FUEL	15,880.58
21652	04/18/2019	UB	WATER FUND	ARAIN MOHAMMAD A ARAIN ZUBAIDA	UTILITY BILLING DEPOSIT REFUND	46.57
21653	04/18/2019	UB	WATER FUND	BERRY CONSTRUCTION	UTILITY BILLING DEPOSIT REFUND	64.65
21654	04/18/2019	UB	WATER FUND	BROTHERS BOB	UTILITY BILLING CREDIT REFUND	263.23
21655	04/18/2019	UB	WATER FUND	CARTER BERNADETTA	UTILITY BILLING CREDIT REFUND	141.33
21656	04/18/2019	UB	WATER FUND	CROOM JUDY K	UTILITY BILLING CREDIT REFUND	307.74
21657	04/18/2019	UB	WATER FUND	DINIS LUCELINDA	UTILITY BILLING DEPOSIT REFUND	18.33
21658	04/18/2019	UB	WATER FUND	GIL EDUARDO	UTILITY BILLING CREDIT REFUND	256.43
21659	04/18/2019	UB	WATER FUND	GIL GABRIEL	UTILITY BILLING CREDIT REFUND	82.21
21660	04/18/2019	UB	WATER FUND	GILBERT CORINNE GALLEGOS TASHA	UTILITY BILLING DEPOSIT REFUND	17.61
21661	04/18/2019	UB	WATER FUND	GUEVARA FERNANDO	UTILITY BILLING CREDIT REFUND	95.81
21662	04/18/2019	UB	WATER FUND	HERNANDEZ TAYLOR OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	41.32
21663	04/18/2019	UB	WATER FUND	HO WAI CHEUN	UTILITY BILLING CREDIT REFUND	171.94
21664	04/18/2019	UB	WATER FUND	KING BERT BLACKLOCK BARBARA JEAN	UTILITY BILLING DEPOSIT REFUND	45.75
21665	04/18/2019	UB	WATER FUND	LOPEZ GUADALUPE	UTILITY BILLING CREDIT REFUND	110.53
21666	04/18/2019	UB	WATER FUND	MARTINEZ SANTIAGO OR CITY OF MADERA LOPEZ	UTILITY BILLING CREDIT REFUND	152.51
21667	04/18/2019	UB	WATER FUND	MEDINA LISA	UTILITY BILLING CREDIT REFUND	74.87
21668	04/18/2019	UB	WATER FUND	MENDEZ RONNIE	UTILITY BILLING CREDIT REFUND	136.86
21669	04/18/2019	UB	WATER FUND	MOTZ MICHAEL R	UTILITY BILLING CREDIT REFUND	188.70
21670	04/18/2019	UB	WATER FUND	NATION WILLIAM	UTILITY BILLING CREDIT REFUND	425.72
21671	04/18/2019	UB	WATER FUND	PALMERIN ROSA M	UTILITY BILLING DEPOSIT REFUND	10.14
21672	04/18/2019	UB	WATER FUND	PJM ENTERPRISES LLC PATRICK J MOE	UTILITY BILLING CREDIT REFUND	142.08
21673	04/18/2019	UB	WATER FUND	RENDON PEREZ ANTONIO OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	152.31
21674	04/18/2019	UB	WATER FUND	REYES JUAN FABIAN	UTILITY BILLING CREDIT REFUND	121.90
21675	04/18/2019	UB	WATER FUND	SANTIAGO CYNTHIA	UTILITY BILLING CREDIT REFUND	240.71
21676	04/18/2019	UB	WATER FUND	SOLIS EDUARDO C C/O INDEPENDENT PROPERTY MGMT	UTILITY BILLING DEPOSIT REFUND	21.65
21677	04/18/2019	UB	WATER FUND	VASQUEZ EVA	UTILITY BILLING CREDIT REFUND	23.22
21678	04/18/2019	UB	WATER FUND	VAZQUEZ DAZA ALMADELIA OR CITY OF MADERA	UTILITY BILLING CREDIT REFUND	151.60
21679	04/18/2019	FINANCE	GENERAL FUND	UNITED MUNICIPAL SECURITY	CD CHARGES- GRANT COUNTY STATE BANK	1,121.52
21680	04/18/2019	PARKS	PARKS	VILLA GARDENING SERVICE INC	MARCH 2019 LAWN SERVICE	275.00
21681	04/18/2019	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SERVICES FOR JOSEPH CROWN SUBDIVISION	1,791.55
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL						1,203,878.80



REPORT TO CITY COUNCIL

Approved by:


Wendy Silva, Director of Human Resources


Arnaldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: B-3

SUBJECT:

Informational Report on Personnel Activity

RECOMMENDATION:

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

SUMMARY:

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

DISCUSSION:

The Civil Service Commission did not have any business to consider this past month, and therefore no meeting was held in April 2019.

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

Name	Position	Department	Effective Date
Jessica Oldenkamp	Part Time Administrative Assistant	Public Works, Administration	4/1/19
Jeffrey Barker	Public Works Maintenance Worker II	Public Works, Sewer	4/1/19
Francisco Venegas Moreno	Park Aide	Parks & Community Services, Parks Maintenance	4/5/19
Daniel Marcello	Public Works Maintenance Worker II	Public Works, Sewer	4/15/19
Fernando Quintero	Park Aide	Parks & Community Services, Parks Maintenance	4/18/19

The City currently has individuals in various stages of background and reference checks for the following positions:

- Police – Animal Control Officer
- Police – Police Officer Trainee (3 positions)
- Police – Police Officer I
- Public Works – Wastewater Treatment Plant Operator-in-Training (2 positions)
- Parks/Community Services – Program Leader I (2 positions)
- Public Works – Part time Maintenance Worker, Water Conservation
- Engineering – Part time Project Development Coordinator (Draftsperson)

The following promotions and transfers occurred since our last report.

Name	Former Position	New Position	Effective Date
Priscilla Ramirez	Police Officer Trainee	Police Officer I	4/6/19
John Scarborough	Interim Public Works Operations Director	Interim Parks & Community Services Director	4/1/19

The following employees separated from employment since our last report.

Name	Position	Department	Effective Date
Timothy Conley	Program Leader I	Parks & Community Services	3/25/19
Julia Chacon-Larson	Legal Assistant	City Attorney's Office	3/28/19
Sonia Alvarez	City Clerk	City Clerk's Office	3/29/19
Alvin Chavez	Program Leader II	Parks & Community Services	4/1/19
David Merchen	Director of Community Development	Community Development	4/7/19
Mary Anne Seay	Director of Parks & Community Services	Parks & Community Services	4/7/19

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

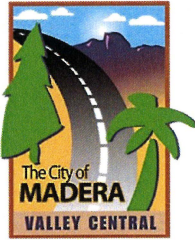
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: B-4

SUBJECT: Consideration of a Resolution Approving the Award of Contract for Sewer Main Installation at Various Locations, City Project No. S 16-02, in the Amount of \$634,240 to Phase 1 Construction, and Authorizing the Mayor to Execute the Agreement

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution:

1. Approving award of Contract for Sewer Main Installation at Various Locations, City Project No. S 16-02 ("Project"), in the Amount of \$634,240 to Phase 1 Construction.
2. Authorizing construction contingencies of up to 15 percent as approved by the City Engineer.
3. Authorizing funding of up to 15 percent of the contract amount for construction inspection, management, third party testing or consulting services as approved by the City Engineer.
4. Authorizing the Mayor to execute the contract on behalf of the City.

SUMMARY:

In mid-April, the City received six bids for the Sewer Main Installation at Various Locations Project. Phase 1 Construction submitted the lowest responsive and responsible bid that meets the contract requirements; therefore, it is recommended that Council award the project to Phase 1 Construction. The funds needed to complete the project are programmed in the 2018/19 Fiscal Budget and Capital Improvement Program.

DISCUSSION:

The work in general consists of construction of sanitary sewer facilities, including sanitary sewer pipelines and manholes, trench resurfacing, together with all appurtenances and other miscellaneous work as shown in the construction drawings and specifications. A map is attached

representing the locations and the type of improvements. The project includes the following CIP projects:

- SS-00001 - The replacement of a 10-inch diameter sewer main along Wessmith Way east of Lake Street with a 15-inch diameter pipeline.
- SS-00002 – The replacement of a 12-inch diameter sewer main along Sherwood Way west of Lake Street with a new 15-inch diameter sewer main.
- SS-00009 – The replacement of a failing sewer main in the alley between Daulton Avenue and Riverside Drive east of Lake Street was added to the project along with a replacement of a portion of a problem main in the alley between D Street and Nebraska Street connecting to the Sherwood main.
- SS-00008 - Adjustment of 21 manholes to grade that had been paved over to the project taking advantage of a decent bidding climate and the opportunity to combine administrative efforts.

The additions to the project are portions of two CIP projects: SS-00009-2018 Sewer Main Repairs and SS-00008-2018 Sewer Manhole Project.

The “Notice Inviting Bids” for the project was duly noticed in the Madera Tribune Newspaper on March 27th and April 3rd of 2019. The construction and bidding documents (specifications) were distributed to Builders Exchanges in Fresno, Modesto, and Visalia. The bid documents were also made available to the Kern-Minority Contractors Association in Bakersfield. 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 EBidBoard’s own website.

On April 18, 2019, the City received six bids. 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 document(s) required within three days of bid to be considered responsive. The three lowest bidders met the proposal requirements. Any bidder that wishes to be considered if the three lowest bidders should be found nonresponsive, may also submit the additional document(s).

The qualified bidders and bids received are listed below:

Phase 1 Construction	\$ 634,240.00
Dawson-Mauldin, LLC	\$ 645,522.62
Rolfe Construction Co.	\$ 702,620.00
Bill Nelson GEC, Inc.	\$ 748,431.00*
Floyd Johnson Construction Co. Inc.	\$ 789,805.00*
Garney Pacific, Inc.	\$ 828,725.00
Engineers Opinion of Cost	\$ 672,355.00

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

Phase 1 Construction submitted the lowest responsive and responsible bid that meets the contract requirements. It is recommended that the Council award the project to Phase 1 Construction.

FINANCIAL IMPACT:

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

Funding for the project is programmed in FY2018/2019 in several line accounts with \$488,600 from the Sewer Utility Fund Account No. 20403420, \$220,600 from Development Impact Fee Account No. 40990000 for the proportionate share of the Sherwood Way and Wessmith Way Sewer Improvements related to growth. \$550,000 in available funding is also programmed in the Capital Sewer Account No. 71000000 for the 2018 Sewer Repairs and 2018 Manhole Project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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 Map
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 THE SEWER MAIN INSTALLTION AT VARIOUS LOCATIONS, CITY PROJECT NO. S 16-02, IN THE AMOUNT OF \$634,240 TO PHASE 1 CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, on March 27th, 2019 the City of Madera (City) Engineering Division advertised a solicitation for bids for Sewer Main Installation at Various Locations, City Project No. S 16-02, hereinafter referred to as “the Project”; and

WHEREAS, six sealed bids were received on April 18, 2019, and opened by the City Engineer; and two bids were rejected; and

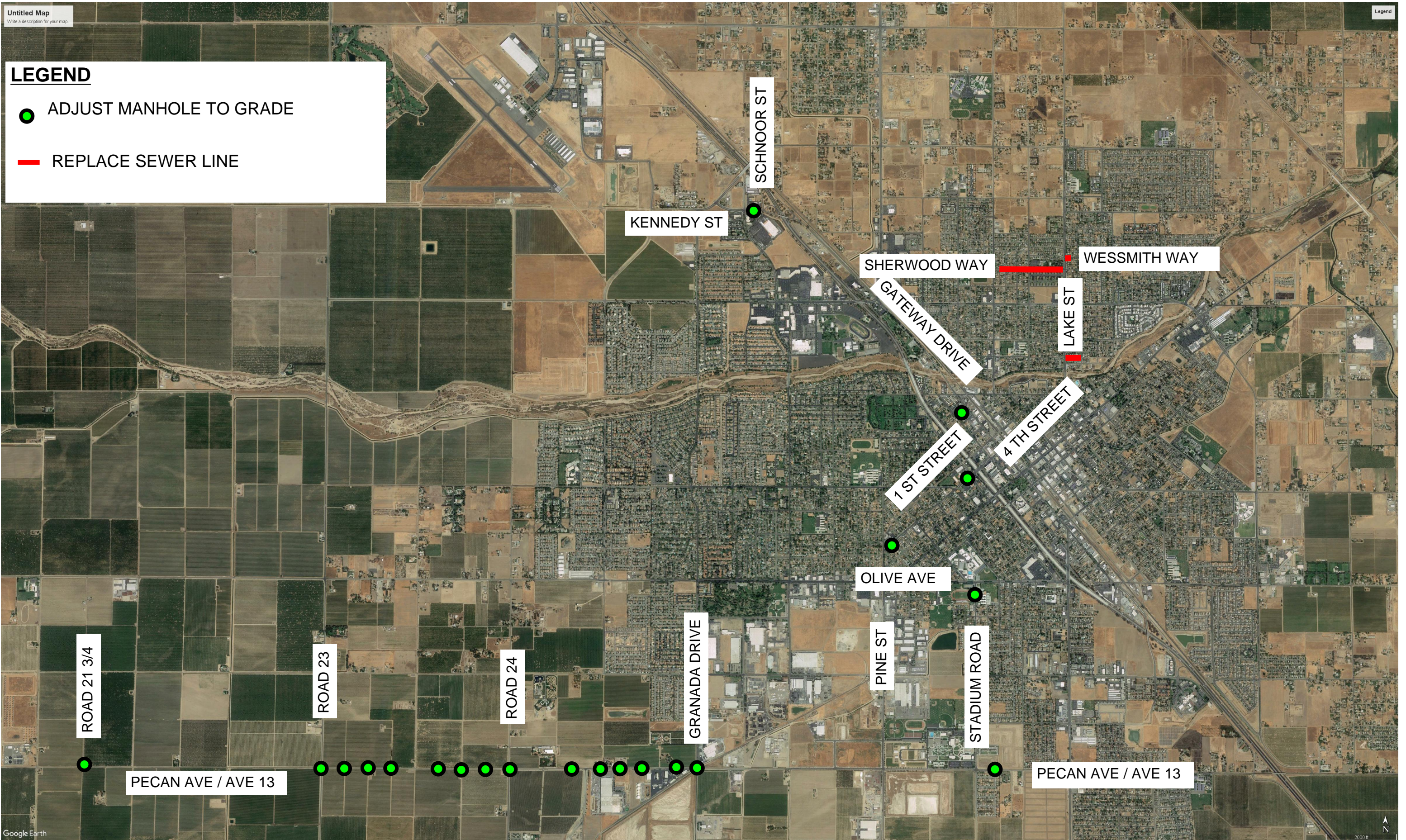
WHEREAS, funding for Sewer Main Installation at Various Locations, City Project No. S 16-02 is programmed in the various Capital Improvement Projects Budget for FY 2018/19.

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 Division.
3. The City finds that Phase 1 Construction is the lowest responsible and responsive bidder.
4. The contract for Sewer Main Installation at Various Locations, City Project No. S 16-02, in the Amount of \$ 634,240 with Phase 1 Construction, 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, Management, Third Party Testing or Consulting Services as approved by the City Engineer.
7. The Mayor is hereby authorized to execute the contract on behalf of the City.
8. This Resolution is effective immediately upon adoption.

ATTACHMENT 2

LOCATION MAP



ATTACHMENT 3

AGREEMENT

THIS AGREEMENT, made this 1st day of May, 2019, between the City of Madera, hereinafter called "**OWNER**", and Phase 1 Construction, 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 **SEWER MAIN INSTALLATION AT VARIOUS LOCATIONS, CITY PROJECT NO. S 16-02**

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 \$ 634,240, 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 "SEWER MAIN INSTALLATION AT VARIOUS LOCATIONS, CITY PROJECT NO. S 16-02" dated MARCH 2019.**

Addenda Nos. 1, dated 4/4/19
Addenda Nos. 2, dated 4/10/19
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 **One Thousand Six Hundred Dollars (\$1600.00)** 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 I, Part 7, Division 2 (commencing with Section 1860) and Chapter 4, Part I, Division 4 (commencing with Section 3700) of the Labor Code of the State of California, the **CONTRACTOR** is required to secure the payment of compensation to his employees and shall for that purpose obtain and keep in effect adequate Worker's Compensation Insurance.

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

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

or portion thereof for which each workman was paid less than a prevailing wage rate, shall be paid to each workman by the **CONTRACTOR**.

12. The **CONTRACTOR** shall comply with Part 7, Chapter I, Article 2, Section 1776 of the Labor Code of the State of California. The **CONTRACTOR** shall keep and require that all **SUBCONTRACTORS** keep accurate payroll records showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice worker or other employee employed by him in connection with public work. Such payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of the **CONTRACTOR** by the **OWNER**, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. In the event of non-compliance with the requirements of Section 1776, the **CONTRACTOR** shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects the **CONTRACTOR** must comply. Should non-compliance still be evident after the ten (10) day period, the **CONTRACTOR** shall, as a penalty to the **OWNER** forfeit twenty-five dollars (\$25.00) for each calendar day, or portion thereof, for each worker until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

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

Section 1777.5 provides, in part, as follows:

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

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

- (a) In the event unemployment for the previous three month period in such area exceeds an average of 15 percent, or

- (b) In the event the number of apprentices in training in such area exceeds a ratio of 1 to 5, or
- (c) If there is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth of its journeymen annually through apprenticeship training, either (1) on a statewide basis, or (2) on a local basis, or
- (d) If assignment of an apprentice to any work performed under a public works contract would create a condition which should jeopardize his life or the life, safety, or property of fellow employees, or the public at large or if the specific task to which the apprentice is to be assigned is of a nature that training cannot be provided by a journeyman.

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

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

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

Overtime and shift work may be established as a regular procedure by the **CONTRACTOR** with reasonable notice and written permission of the **OWNER**. No work other than overtime and shift work established as a regular procedure shall be performed between the

hours of 6:00 P.M. and 7:00 A.M. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

CONTRACTOR agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays and weekdays. Costs of overtime inspection will cover engineering, inspection, general supervision and overhead expenses which are directly chargeable to the overtime work. **CONTRACTOR** agrees that **OWNER** shall deduct such charges from payments due the **CONTRACTOR**.

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

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

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

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

Contractor obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an 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 35-37 of the Contract Documents.

19. Amendments- Any changes to this Agreement requested by either City or **Phase 1 Construction**, 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, **Phase 1 Construction** 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 **Phase 1 Construction**;
2. A failure by **Phase 1 Construction** to comply with any material term of this Agreement;
3. A substantially incorrect or incomplete report submitted by **Phase 1 Construction** to

City.

In no event shall any payment by City or acceptance by **Phase 1 Construction** 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 **Phase 1 Construction** the repayment to City of any funds disbursed to **Phase 1 Construction** 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 **Phase 1 Construction**

PO Box 665
Atwater, CA 93722

Notices. All notices and communications from the **Phase 1 Construction** 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 **Phase 1 Construction** 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 **Phase 1 Construction** 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 **Phase 1 Construction** in connection to the Project and correctly sets forth the obligations of the City and **Phase 1 Construction** to each other as of its date. Any Agreements or representations in connection with the Project, not expressly set forth in this instrument are null and void.

29. Assignment-Neither the **Phase 1 Construction** nor City will assign its interest in this Agreement without the written consent of the other.

30. 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:

City Attorney

ATTEST:

City Clerk

BY: _____
Herein Called CONTRACTOR

BY: _____

Federal Tax I.D. No.

Contractor License Number

DIR Registration Number

Acknowledgment

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

State of California)

County of _____)

On _____, 2019 before me, _____
(insert name and title of officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

INSURANCE REQUIREMENTS FOR CONTRACTORS

Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor 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

- Contractor 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 forms CG 20 10 and CG 20 37 to provide 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 Contractor 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. Contractor shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

Maintenance of Coverage

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

Proof of Insurance

Contractor 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 Contractor, or others providing insurance evidence in compliance with these specifications, to waive their right of recovery prior to a loss. Contractor 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)

Contractor acknowledges and agrees that any actual or alleged failure on the part of the Agency to inform Contractor 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 Contractor maintains higher limits than the minimums required above, the entity shall be entitled to coverage at the higher limits maintained by Contractor.

Notice of Cancellation

Contractor 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

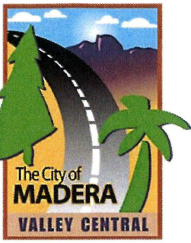
Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

Contractor 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.

HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

Contractor shall indemnify, defend and hold harmless, City of Madera, And its officers, officials, employees and agents of the above from and against all claims, damages, losses and expenses including attorney fees arising out of the performance of the work described herein, caused in whole or in part by any negligent act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence, or willful misconduct of the Entity.



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: B-5

SUBJECT:

- 1) Consideration of a Resolution Approving the Final Map for the Riverwalk Subdivision (Tract No. 2016-03), Approving the Subdivision Agreement, Authorizing Staff to Record the Final Map and Subdivision Agreement, Accepting dedication of Lands for Public Use and Authorizing the Mayor to Execute the Agreement on Behalf of the City
- 2) Consideration of a Resolution Approving Annexation of the Riverwalk Subdivision (Tract No. 2016-03) into Zone of Benefit 51; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year (FY) 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

RECOMMENDATION:

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

Resolution No. 19-_____

- a. Approving the Final Map for the Riverwalk Subdivision.
- b. Approving Agreement for the Construction of Improvements for the Riverwalk Subdivision (Final Map. No. 2016-03).
- c. Authorizing staff to record the Final Map and Subdivision Agreement for the Construction of Improvements for the Riverwalk Subdivision (Final Map. No. 2016-03).
- d. Accepting the Dedication of Land for Public Use.

Resolution No. 19-_____

- a. Approving Annexation of Riverwalk Subdivision (Tract No. 2016-03) into Landscape and Lighting Assessment District Zone of Benefit 51 of City-Wide Landscape

Maintenance District; confirming the Diagram and Assessment for FY 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City, and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

The Planning Commission on January 10, 2017 approved Tentative Subdivision Map No. TSM 2016-03 for the Riverwalk Subdivision (“Project”). With the exception of utility undergrounding, the subdivision improvements were constructed via a capital improvement project in 2016. The Subdivider, the Madera Successor Agency, is ready to proceed with utility undergrounding and recordation of the Final Map.

DISCUSSION:

The Final Map for Riverwalk Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recording of the Final Map. While the Successor Agency is a public entity affiliated with the City that will not be posting bonds, security, or insurance, these items have been required for any successor in interest who subsequently acquires the property – assuming the utility undergrounding has not been completed at that time. The lots created through this subdivision map will be annexed into Landscape Maintenance District (LMD) Zone of Benefit 51. The lots created through this subdivision are included City’s Community Facilities District (CFD) to collect assessments toward increased demand from this subdivision on fire, police, parks and storm water drainage. Pursuant to CEQA Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

The Subdivision is included in the CFD to offset any impacts to the City’s General Fund. The individual parcels will be responsible for participating in the cost to maintain the landscaping in Zone 51. The Subdivider has also paid the required fees for plan checking and inspection of the installation of required improvements for the subdivision. There is no financial impact to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The development of subdivisions directly supports Strategy 131, which encourages the creation of “Well-Planned neighborhoods throughout Madera that promote connectivity and inclusiveness.” In addition, the inclusion of the parcels into LMD Zone of Benefit 51 consistent with:

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

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Resolution Approving Final Map and Approving Subdivision Agreement (Including attached Subdivision Agreement)
2. Resolution of Confirmation of the Diagram and Assessments for Zone of Benefit 51 with Legal Description and Assessment Diagram Zone 51
3. Covenant for LMD Zone 51 with Legal Description
4. LMD Zone Location Map

ATTACHMENT 1

RESOLUTION NO. 19-_____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE FINAL MAP FOR THE RIVERWALK SUBDIVISION (TRACT NO. 2016-03), APPROVING SUBDIVISION AGREEMENT, AUTHORIZING STAFF TO RECORD FINAL MAP AND SUBDIVISION AGREEMENT, ACCEPTING DEDICATION OF LANDS FOR PUBLIC USE AND AUTHORIZING THE MAYOR TO EXECUTE THE SUBDIVISION AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Planning Commission on January 10, 2017 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Riverwalk Subdivision as part of Tentative Subdivision TSM 2016-03.

WHEREAS, that certain Final Map for the Riverwalk Subdivision, prepared by Blair, Church & Flynn Consulting Engineers, Successor Housing Agency to the Former Madera Redevelopment Agency, a public body, having heretofore been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title X of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on January 10, 2017.

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR RIVERWALK SUBDIVISION**," wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Subdivision Agreement all

street and other improvements required of Subdivider under the provisions of Chapter 2 of Title X of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the **Riverwalk Subdivision** is on file in the office of the City Engineer; and

WHEREAS, Subdivider is a public entity affiliated with the City that will not be posting bonds, security, or insurance. However, Subdivider has identified funds for these improvements, and these items have been required for any successor in interest who subsequently acquires the property – assuming the utility undergrounding has not been completed at that time – as required the above-mentioned Agreement entitled “**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR RIVERWALK SUBDIVISION,**” as will be filed in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The Final Map for the **Riverwalk Subdivision (Tract No. 2016-03)** is approved.
3. The agreement entitled “Construction of Improvements for the Riverwalk Subdivision (Final Map. No. 2016-03)” (“Subdivision Agreement”), for the construction of improvements for the **Riverwalk Subdivision**, is approved and attached as Exhibit “A”. A copy of the Subdivision Agreement shall be kept on file in the office of the City Clerk.

4. The Mayor is authorized to execute the Subdivision Agreement on behalf of the City.
5. The Staff is authorized to record the Final Map and Subdivision Agreement for the construction of improvements for the **Riverwalk Subdivision**.
6. The dedication of lands for public use is accepted.
7. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

**Agreement for the Construction of Improvements for the
Riverwalk Subdivision (Final Map. No. 2016-03)**

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

**AGREEMENT FOR THE CONSTRUCTION OF IMPROVEMENTS FOR
RIVERWALK SUBDIVISION
(FINAL MAP. NO. 2016-03)**

THIS AGREEMENT made and entered into this ___ day of _____, 2019, by and between the **City OF MADERA**, a municipal corporation of the State of California, hereinafter called "City"; and **Successor Housing Agency to the Former Madera Redevelopment Agency** hereinafter called "Subdivider" or "Owner."

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2016-03 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision, the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan, and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.
- D. Owner is required to construct certain improvements. The infrastructure improvements for Riverwalk Subdivision were completed via a capital improvement project managed by the Subdivider that included constructing certain street, utility, and public improvements within the boundaries of said Final Tract Map. All such improvements have been completed except the undergrounding of public utilities as shown on the Construction Plans For Riverwalk Drive Improvement Project approved by the City Engineer and on file with the City Engineer of the City of Madera.

- E. Owner is a public entity, and currently desires to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- F. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City, and provide the City with such bonds, improvement securities, monies and all other things as required herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the above mentioned Final Tract Map for filing and recording as provided and required by law, it is mutually agreed and understood by and between the Owner and City, and Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL LEGAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66462, and Section 10-2.701 *et seq.* of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed pursuant to the requirements of the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

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

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

C. DEVELOPMENT FEES

- 1. Impact Fees. Subdivider did previously pay to City the cost for all engineering, inspection and other services furnished by City in connection with this subdivision in accordance with the fee schedule established by City Council Resolution No. 18-126, dated July 5, 2018, or as amended which was in place at the time the Final Map process was initiated by the Subdivider.
- 2. In addition, Owner is obligated to pay plan check, improvement inspection,

grading permit, building permit, encroachment permit, and similar miscellaneous fees as required under the Madera Municipal Code and other applicable law if not yet paid.

D. INDEMNIFICATION

To the furthest extent allowed by law, owner shall indemnify, hold harmless, and defend the City, the City Engineer, its officers, and employees from any and all claims, demands, costs, loss, damage, or liability whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time and property damage incurred by City, Owner, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation, and legal expenses incurred by City or held to be the liability of City, including plaintiff's or petitioner's attorney's fees if awarded in connection with City's defense of its actions in any proceeding) arising or alleged to have arisen directly or indirectly of performance or in any way connected with (the making of this Agreement; (ii) the performance of this Agreement; (iii) the performance or installation of the work or Improvements by Owner and Owner's employees, officers, agents, contractors or subcontractors; (iv) the design, installation, operation, removal or maintenance of the work and Improvements; or (v) City's approval of this save and except the sole active negligence of City.

The Parties intend that this indemnity provision shall be broadly construed to the fullest extent permitted by law.

Pursuant to Government Code Section 66474.9, the Owner shall defend, indemnify, and hold harmless the City, its agents, officers and employees from any claim, action or proceeding against the City, its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, its planning commission, its City Council or other agencies or agents concerning subdivision Tract No. 2016-03 or this Agreement. City shall promptly notify Owner of any such claim, action or proceeding, and shall cooperate fully in the defense.

E. INSURANCE

Prior to the commencement of any work pursuant to this contract, Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of One Million Dollars (\$1,000,000.00) for the death of or injury to any person in any one accident, Two Million Dollars (\$2,000,000.00) for the death of or injury to more than one person in any one accident and Three Hundred Thousand Dollars (\$300,000.00) for property damage in any one accident. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall be in favor of Owner or its contractors and City and the City Engineer, their officers, agents and employees and shall be maintained in full force and effect during the life of this Agreement. Said policy shall state by its terms and by an

endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

F. NOTICE OF COMPLETION

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

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

G. BONDS AND SECURITY

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

1. Performance Security. Improvement security in the amount of one hundred percent (100%) of the total estimated cost of all required work yet to be completed as indicated in the Agreement or requirements for the purpose of securing the performance of said work. Said amount shall be determined by the City Engineer at the time such improvement security is due when a successor in interest acquires fee simple interest in any portion of the property. As a part of the obligation guaranteed herein by the improvement security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's and administration fees, incurred by the local agency in successfully enforcing the obligation secured. "Improvement Security" as used herein shall be defined as "a letter of credit, from a bank insured by FDIC, or a performance bond." Any bonds submitted by security pursuant to this section shall be executed by a security company authorized to transact a surety business in the State of California. All required securities must be in a form approved by City's attorney.
2. Payment Security. Improvement security in the amount of fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or

furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. As a part of the obligation guaranteed herein by the improvement security and in addition to the face amount of the security, there shall be included costs and reasonable expenses and fees, including reasonable attorney's and administration fees, incurred by the local agency in successfully enforcing the obligation secured. "Improvement Security" as used herein shall be defined as "a letter of credit, from a bank insured by FDIC, or a performance bond."

3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To insure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security shall be furnished to City in the amount to be determined by the City Engineer at the time such warranty security is due when a successor in interest acquires fee simple interest in any portion of the property. The warranty security shall serve as a guarantee and warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. Twenty percent (20%) of this security shall be cash deposited prior to final inspection and approval of the offsite Improvements by the City Engineer and shall be in addition to the security provided by bond or other improvement security if a set aside letter is used. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the subdivision Improvements.

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District pursuant to California Streets and Highway Code section 22500, et. seq., and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the

Subject Property, to be annexed into Zone of Benefit 51 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 51 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 51 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

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

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Fresno concurrently with final map of the Subdivision, and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Owner without the written consent of City.

N. INTEGRATION; ATTACHED EXHIBITS

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

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in Resolution approving the Tract Map as adopted on January 12, 2017 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

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

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY'S FEES AND LEGAL EXPENSES

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

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

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. INCORPORATION OF ATTACHMENTS

All recitals and attachments to this Agreement, including all Exhibits referenced herein, and all subparts thereto, are incorporated herein by this reference.

X. SUBORDINATION

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

Y. NO ASSIGNMENT

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

Z. CAPTIONS

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

AA. AMBIGUITIES OR UNCERTAINTIES

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

uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

BB. SEVERABLE PROVISIONS

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

CC. RELEASE OF CONDITIONS

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

DD. VENUE

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

EE. ACKNOWLEDGEMENT OF CONTENT

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

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

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

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

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

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

D. SCHEDULE

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

The Owner agrees to complete all remaining improvements within 370 days.

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

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

Owner shall install all street improvements in accordance with Section 16.40 of the Municipal Code of the City of Madera, the City of Madera Standard Specifications, applicable sections of the State Standard Specifications, and the construction plans.

G. COORDINATION OF CONTRACTORS

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

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

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

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

J. DUST CONTROL

Adequate dust and mud control shall be maintained by Owner on all streets within and without the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision. Whenever in the opinion of the City Engineer adequate dust control is not being

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

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets to the centerlines thereof shall be replaced or relocated in underground installations consistent with the Construction Plans For Riverwalk Drive Improvement Project. All new utilities shall be underground and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

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

M. WARRANTY

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

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so shall draw a penalty of \$150.00 per sub-contractor, and stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

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

ARTICLE III. SPECIAL PROVISIONS

A. EXCEPTION FOR SUCCESSOR AGENCY: Notwithstanding any other provision of this Agreement, for any portion of the Subject Property for which the Successor Housing Agency to the Former Madera Redevelopment Agency (“Successor Agency”) is the owner, the following provisions of this Agreement shall not apply: Article 1, Paragraph E and G. The Parties acknowledge the Successor Agency is a governmental agency.

B. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with Article 1, Paragraph E and G, and shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

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

CITY OF MADERA:

SUBDIVIDER/OWNER:

By: _____
Andrew J. Medellin, Mayor

Successor Housing Agency to the Former
Madera Redevelopment Agency

APPROVED AS TO FORM:

By: _____
Bob Wilson, Executive Director

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

APPROVED:

By: _____
Keith Helmuth, City Engineer

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

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

PARCEL 1: APN: (not assessed)

All that portion of the South half of Section 13 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof;

Lying South of the High Water mark of the Fresno River;

Lying North of Blocks 2 and 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;

Lying North of Parcel Map recorded in Book 28, Page 171 of Parcel Maps.

EXCEPTING THEREFROM, all that portion of the South half of Sections 13 and 14 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, as conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

BEGINNING, at the Northeast corner of Lot 5 in Block 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;

Thence, South 72 degrees 54' West along the Northwesterly line of said Lot 5, 231.22 feet, more or less to the Westerly end of said Lot 5;

Thence, due North 50.00 feet;

Thence, North 77 degrees 15' East, 226.59 feet, more or less;

Thence, due South 32.00 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, any portion lying within that portion of Parcel 1 of Parcel Map recorded in Book 28, Page 171 of Parcel Maps, conveyed to the City of Madera as successor housing agency to the former Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded August 12, 2014, as Document No. 2014017662, of Official Records, more particularly described as follows:

That portion of Parcel 1, according to the Parcel Map thereof recorded in Book 28 of Maps at Page 171, Madera County Records, situated in Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Madera, County of Madera, State of California, more particularly described as follows:

BEGINNING, at the northwest corner of said Parcel 1;

Thence, North 86°04'31" East, along the north line of said Parcel 1, a distance of 75.05 feet to the beginning of a non-tangent curve, concave northerly, with a radial bearing of South 22°51'36" East;

Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;

Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

PARCEL 2: APN: 007-022-14 (portion of)

All that portion of the South half of Section 13 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

EXHIBIT "A"
Legal Description
(continued)

BEGINNING, at the Northeast corner of Lot 5 in Block 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;
Thence, South 72 degrees 54' West along the Northwesterly line of said Lot 5, 231.22 feet, more or less to the Westerly end of said Lot 5;
Thence, due North 50.00 feet;
Thence, North 77 degrees 15' East, 226.59 feet, more or less;
Thence, due South 32.00 feet to the POINT OF BEGINNING.

PARCEL 3: APN: 007-022-03 (portion of)

All that portion of Parcel 1 of Parcel Map recorded in Book 28, Page 171 of Parcel Maps, conveyed to the City of Madera as successor housing agency to the former Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded August 12, 2014, as Document No. 2014017662, of Official Records, more particularly described as follows:

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Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;
Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

ATTACHMENT 2

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF RIVERWALK SUBDIVISION (TRACT NO. 2016-03) INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2019/2020; AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

WHEREAS, the recommended assessments for FY 2019/2020 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 51 of said District consisting of Riverwalk Subdivision, as described in Exhibit “A” attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer’s report, or both;

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

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

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

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

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 51 for the maintenance and servicing of landscaping facilities.

3. The Mayor is authorized to execute the Covenant Landscape Maintenance District Zone Of Benefit 51 on behalf of the City.
4. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2019/2020 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in the agreement "Covenant Landscape Maintenance District Zone of Benefit 51."
5. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
6. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"
Legal Description

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

PARCEL 1: APN: (not assessed)

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Lying South of the High Water mark of the Fresno River;

Lying North of Blocks 2 and 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;

Lying North of Parcel Map recorded in Book 28, Page 171 of Parcel Maps.

EXCEPTING THEREFROM, all that portion of the South half of Sections 13 and 14 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, as conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

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Thence, due North 50.00 feet;
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Thence, due South 32.00 feet to the POINT OF BEGINNING.

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BEGINNING, at the northwest corner of said Parcel 1;
Thence, North 86°04'31" East, along the north line of said Parcel 1, a distance of 75.05 feet to the beginning of a non-tangent curve, concave northerly, with a radial bearing of South 22°51'36" East;
Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;
Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

PARCEL 2: APN: 007-022-14 (portion of)

All that portion of the South half of Section 13 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

EXHIBIT "A"
Legal Description
(continued)

BEGINNING, at the Northeast corner of Lot 5 in Block 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;
Thence, South 72 degrees 54' West along the Northwesterly line of said Lot 5, 231.22 feet, more or less to the Westerly end of said Lot 5;
Thence, due North 50.00 feet;
Thence, North 77 degrees 15' East, 226.59 feet, more or less;
Thence, due South 32.00 feet to the POINT OF BEGINNING.

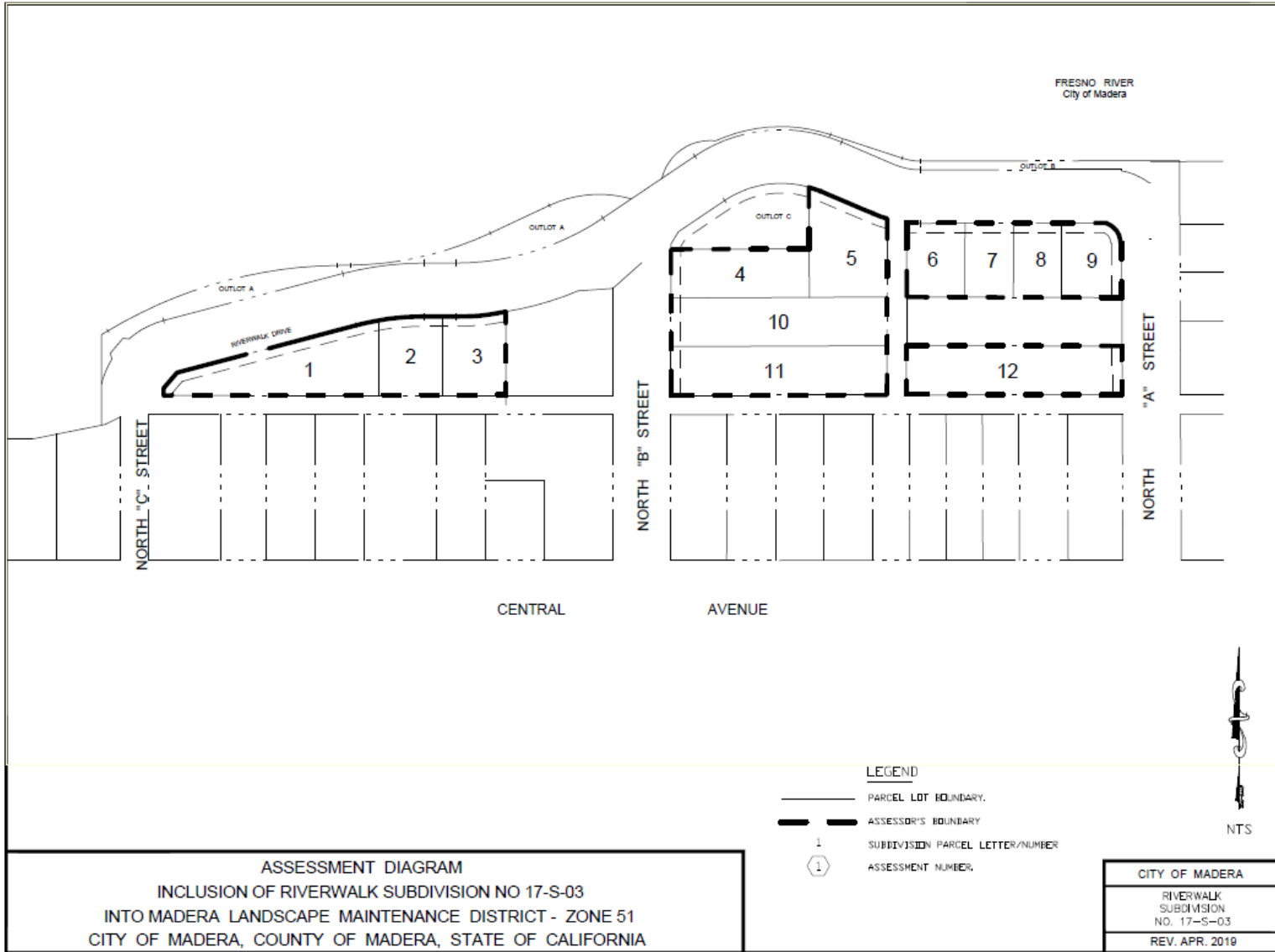
PARCEL 3: APN: 007-022-03 (portion of)

All that portion of Parcel 1 of Parcel Map recorded in Book 28, Page 171 of Parcel Maps, conveyed to the City of Madera as successor housing agency to the former Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded August 12, 2014, as Document No. 2014017662, of Official Records, more particularly described as follows:

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Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;
Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

**EXHIBIT B
ASSESSMENT DIAGRAM**



**EXHIBIT C
ASSESSMENT AMOUNTS**

Lot	Owner	Assessment Amount (FY 2019/2020)
1	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
2	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
3	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
4	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
5	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
6	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
7	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
8	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
9	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
10	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
11	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00
12	Successor Housing Agency to the Former Madera Redevelopment Agency	\$15.00

ATTACHMENT 3

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 51**

WHEREAS, Successor Housing Agency to the Former Madera Redevelopment Agency hereinafter referred to as “Covenantor”, is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as “Subject Property” and more particularly described in attached Exhibit “A”; and

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

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

WHEREAS, Covenantor is required by the City as a condition of General Plan Amendment (GPA) 2016-03, Rezoning (REZ) 2016-03, Tentative Subdivision Map (TSM) 2016-03 & Precise Plan (PPL) 2016-01 approval to annex to the City’s Landscape Maintenance District; and

WHEREAS, the Development Review Committee of the City of Madera conditionally approved the General Plan Amendment, Rezoning, Precise Plan, and

Tentative Subdivision Map for said residential parcels; and

WHEREAS, said resolution requires that maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District.

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$15 per each of the 12 lots. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The

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

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

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

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

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

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

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

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

Dated: _____

///

WITNESS the execution of this covenant including Exhibit A the day and year first above written.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

COVENANTOR:

By: _____
Successor Housing Agency to the
Former Madera Redevelopment Agency

APPROVED AS TO FORM:

By: _____
City Attorney

***NOTARY ACKNOWLEDGEMENT
REQUIRED***

ATTEST:

By: _____
City Clerk

APPROVED:

By: _____
Keith B. Helmuth,
City Engineer

EXHIBIT "A"
Legal Description

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

PARCEL 1: APN: (not assessed)

All that portion of the South half of Section 13 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof;

Lying South of the High Water mark of the Fresno River;

Lying North of Blocks 2 and 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;

Lying North of Parcel Map recorded in Book 28, Page 171 of Parcel Maps.

EXCEPTING THEREFROM, all that portion of the South half of Sections 13 and 14 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, as conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

BEGINNING, at the Northeast corner of Lot 5 in Block 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;

Thence, South 72 degrees 54' West along the Northwesterly line of said Lot 5, 231.22 feet, more or less to the Westerly end of said Lot 5;

Thence, due North 50.00 feet;

Thence, North 77 degrees 15' East, 226.59 feet, more or less;

Thence, due South 32.00 feet to the POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, any portion lying within that portion of Parcel 1 of Parcel Map recorded in Book 28, Page 171 of Parcel Maps, conveyed to the City of Madera as successor housing agency to the former Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded August 12, 2014, as Document No. 2014017662, of Official Records, more particularly described as follows:

That portion of Parcel 1, according to the Parcel Map thereof recorded in Book 28 of Maps at Page 171, Madera County Records, situated in Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Madera, County of Madera, State of California, more particularly described as follows:

BEGINNING, at the northwest corner of said Parcel 1;

Thence, North 86°04'31" East, along the north line of said Parcel 1, a distance of 75.05 feet to the beginning of a non-tangent curve, concave northerly, with a radial bearing of South 22°51'36" East;

Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;

Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

PARCEL 2: APN: 007-022-14 (portion of)

All that portion of the South half of Section 13 in Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California according to the Official Plat thereof, conveyed to Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded December 31, 2009 as Document No. 2009043336, of Official Records, described as follows;

EXHIBIT "A"
Legal Description
(continued)

BEGINNING, at the Northeast corner of Lot 5 in Block 3 of Johnson's Addition to the Town, now City of Madera, according to the map thereof recorded March 15, 1888 in Book 3, Page 46 of Maps, in the office of the office of the Fresno County Recorder;
Thence, South 72 degrees 54' West along the Northwesterly line of said Lot 5, 231.22 feet, more or less to the Westerly end of said Lot 5;
Thence, due North 50.00 feet;
Thence, North 77 degrees 15' East, 226.59 feet, more or less;
Thence, due South 32.00 feet to the POINT OF BEGINNING.

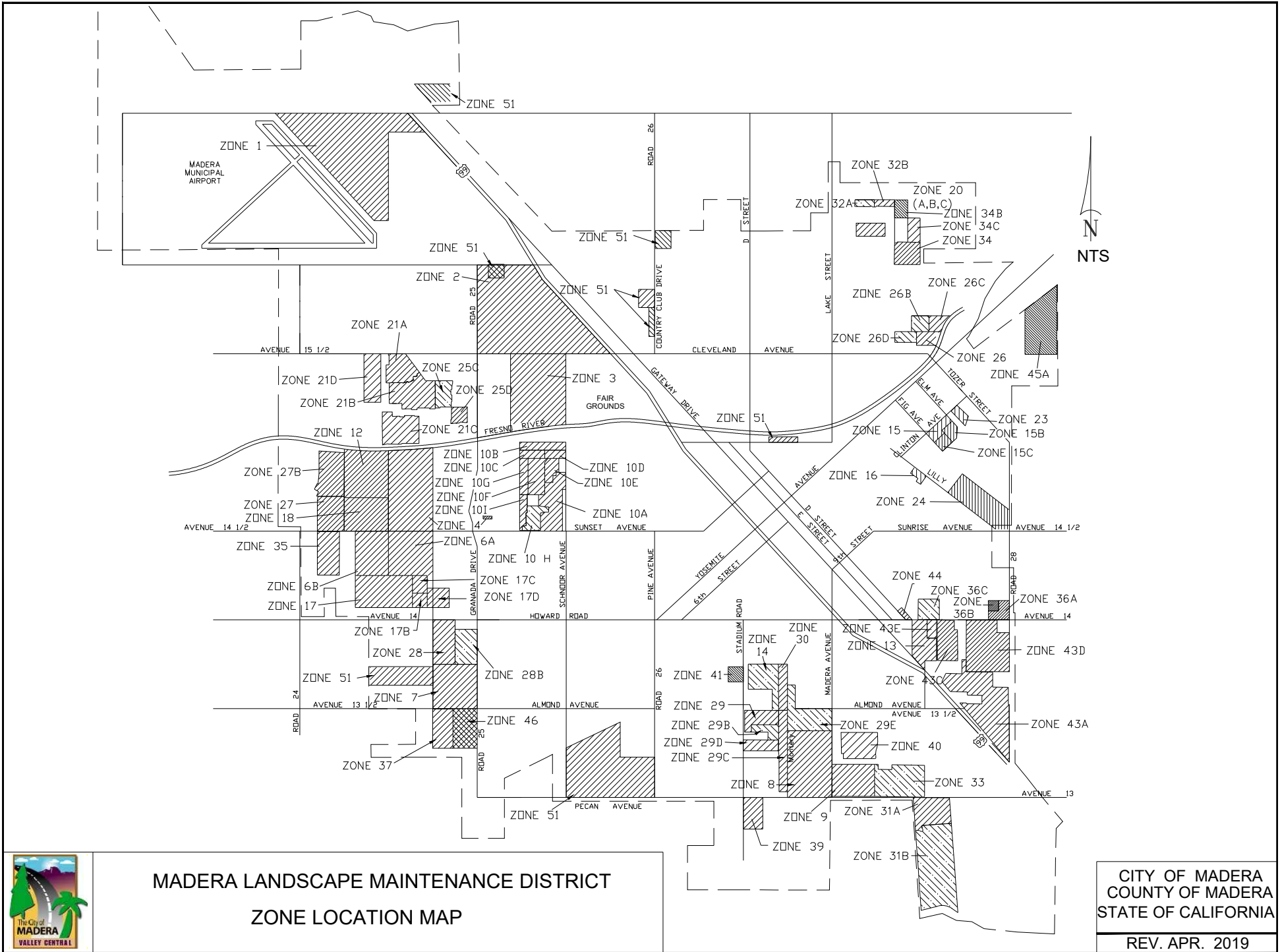
PARCEL 3: APN: 007-022-03 (portion of)

All that portion of Parcel 1 of Parcel Map recorded in Book 28, Page 171 of Parcel Maps, conveyed to the City of Madera as successor housing agency to the former Madera Redevelopment Agency, a public body, corporate and politic, in the Deed recorded August 12, 2014, as Document No. 2014017662, of Official Records, more particularly described as follows:

That portion of Parcel 1, according to the Parcel Map thereof recorded in Book 28 of Maps at Page 171, Madera County Records, situated in Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Madera, County of Madera, State of California, more particularly described as follows:

BEGINNING, at the northwest corner of said Parcel 1;
Thence, North 86°04'31" East, along the north line of said Parcel 1, a distance of 75.05 feet to the beginning of a non-tangent curve, concave northerly, with a radial bearing of South 22°51'36" East;
Thence, southwesterly, along the arc of said non-tangent curve, with radius of 325.00 feet, through a central angle of 13°45'38", an arc distance of 78.05 feet, to a point on the west line of said Parcel 1;
Thence, North 00°02'34" West, along said west line, a distance of 16.30 feet to the POINT OF BEGINNING.

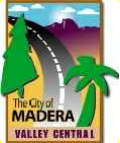
ATTACHMENT 4

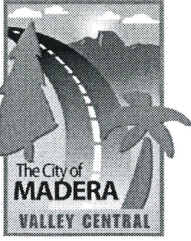


MADERA LANDSCAPE MAINTENANCE DISTRICT
 ZONE LOCATION MAP

CITY OF MADERA
 COUNTY OF MADERA
 STATE OF CALIFORNIA

REV. APR. 2019





REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnaldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: B-6

SUBJECT:

Consideration of a Resolution Adopting the City of Madera Project List for Fiscal Year 2019/20 Funded by the Senate Bill (SB 1) Road Maintenance and Rehabilitation Account (RMRA) – Local Streets and Roads Funding Program

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution adopting the City of Madera project list for fiscal year 2019/20 funded by the SB 1 RMRA account of the Local Streets and Roads funding program.

SUMMARY:

On April 28, 2017 the Governor of the State of California signed SB 1, which is known as the Road Repair and Accountability Act of 2017, to address basic road maintenance, rehabilitation, and critical safety needs on both the State Highway and local streets and road system.

The State Controller (Controller) deposits portions of new funding from increases to certain fuel excise and sales taxes and vehicle registration fees into the RMRA Account of which a percentage will be continuously apportioned by the Controller to eligible cities and counties.

Streets and Highways Code Section 2034(a)(1) requires that prior to receiving an apportionment of RMRA funds, an eligible City or County shall submit to the California Transportation Commission (CTC) a list of projects proposed to be funded with RMRA funds pursuant to an adopted resolution by the applicable City Council or County Board of Supervisors at a regular meeting. The list of projects must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement.

DISCUSSION:

FY 2019/20 marks the third year that the City of Madera is receiving SB 1 funding which enables the City to continue essential road maintenance and rehabilitation projects, safety improvements and the repair of aging bridges. For FY 2019/20, the City of Madera anticipates receiving approximately \$1,100,000 from the RMRA account.

In FY 2017/18 the City received \$377,571 of RMRA revenue, that was combined with Measure T revenue to fund reclamation and chip seals projects that included the Reclamation Street Resurfacing (R-000074) Project and the Chip Seal (R-000075) Project. Those projects were completed in October of 2018. In FY 2018/19 the City received approximately \$1,000,000 that will be used to fund the 2018/19 SB 1 (RMRA) Seals and Overlays Improvement Project which is planned to be advertised next month. This new project being presented as part of this action is anticipated to proceed to construction in June of 2020.

The City now uses the Pavement Management System (PMS) software to validate that revenues are used on the most cost-effective projects. The PMS was utilized to develop the project list for arterial and collector streets only because the local/residential streets have yet to be added in the PMS. The portion of the list that reflects local/residential streets was generated by the Public Works Department based on the same philosophy to select the most cost-effective projects. Upon generation of the list, projects are physically reviewed by Engineering and Public Works staff, so that the optimum technologies are selected to extend the life of City streets and to reduce future maintenance costs. The FY 2019/20 RMRA funds will be split between arterial/collector streets and local/residential streets at a 70/30 ratio accordingly and as recommended during the CIP presentation on April 4, 2019. The attached list shown in Exhibit A presents the streets and roads that will be submitted to the CTC for approval of the funding. The list at present has a value of approximately \$1,500,000 while the anticipated funding from RMRA is approximately \$1,100,000. Staff selects more projects than can be constructed based on the current anticipated construction costs. This is done because it is possible for bid prices come in lower than planned due to varying market conditions. If the bid prices come in exceptionally low, it also allows the City to choose to add additional Measure T funding allowing for the possibility that additional streets may be included in the project.

City of Madera, upon expending program funds, is required to submit documentation to the CTC that details the expenditure of all RMRA funds. This documentation includes a description and location, the amount of funds expended on the project, the completion date, and the estimated useful life of the improvement.

Staff is hereby recommending that Council approve the project list as presented for the City of Madera.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. The project is funded by revenues generated by the SB 1 RMRA.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 126 - This project supports this strategy by 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 other actions of goals contained in the plan.

ALTERNATIVES:

If Council does not approve the resolution adopting the City of Madera project list for fiscal year 2019/20 funded by the SB 1 Road Maintenance and Rehabilitation account, then the following alternatives can be considered:

1. Provide guidance to staff to modify the project list
2. Elect not to approve the project list and become ineligible for SB 1 RMRA funds

ATTACHMENTS:

1. Resolution
2. Exhibit A – Project List
3. Exhibit B – Project Location Map

ATTACHMENT 1

RESOLUTION NO. 19 - _____

RESOLUTION ADOPTING THE CITY OF MADERA PROJECT LIST FOR FISCAL YEAR (FY) 2019/20 FUNDED BY THE SENATE BILL (SB 1) ROAD MAINTENANCE AND REHABILITATION ACCOUNT (RMRA) – LOCAL STREETS AND ROADS FUNDING PROGRAM

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Madera are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City of Madera must adopt by resolution a list of all projects proposed to receive funding from the RMRA, created by SB 1, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Madera, will receive an estimated \$1,100,000 in RMRA funding in FY 2019/20 from SB 1; and

WHEREAS, this is the third year in which the City of Madera is receiving SB 1 funding and will enable the City of Madera to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing of aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Madera used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most cost-effective projects that also meet the community's priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Madera maintain and rehabilitate various streets/roads throughout the City of Madera this year and hundreds of similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City of Madera's streets and roads are in an "at-risk" condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into an improved condition; and

WHEREAS, the average motorist pays more than \$700 a year in added repair costs for their vehicle because of the poor condition of our roads while a recent study by the American Road and Transportation Builders Association (ARTBA) found transportation improvements from SB 1 will bring annual savings of nearly \$300 per household; and

WHEREAS, if the Legislature and Governor failed to act, city streets and county roads would have continued to deteriorate, having many and varied negative impacts on our community; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits citywide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Madera, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The City Council approves the FY 2019/20 SB 1 Project List planned to be funded with RMRA revenues attached in Exhibit A.
3. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

EXHIBIT A
SB 1 (RMRA) Seals/Overlays 2019/20

Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Colombard Dr	Pecan	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Colombard Dr	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Seneca Dr	Pecan	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Seneca Dr	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord	Helena	Gary Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord	Gary Ln	Madrid	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Helena	Monterey	Seneca	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Madrid	Monterey	Colombard Dr	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Concord Ct	Pecan	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Oakridge Dr	Almond	Quady Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Quady Ln	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Montelena Dr	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Michelle Dr	Stadium Rd	Cosentino	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Michelle Dr	Cosentino	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Jueien Dr	Goosecross	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Chatom Wy	Gary Ln	Ficklin Dr	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ficklin Dr	End	Goosecross	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Flicklin Dr	End	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cosentino	St Michelle Dr	Quady Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	St Montelena Ct	Monterey	End	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Papaya	Almond	Grape	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Grape	Papaya	Kiwi	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	kiwi	Grape	Almond	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Madera	Almond	Kiwi	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear	Pear	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear Ct	Pear	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Kiwi	Almond	Mandarin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Blue Berry Ln	Almond	Mandarin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pear	Almond	Apple	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hacienda	N of Apple	Coconut	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Coconut	Persimmon	Hacienda	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Persimmon	Coconut	Pomergranite	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pomergranite	Knox	Hacienda	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Apple st	Hacienda	Pear	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Apple Ct	Hacienda	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Peach Ct	Peach St	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Peach St	Peach Ct	Cherry St	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Cherry St	Peach	Knox	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	E st	10th	14th	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Podres	Lilly	Drysdale	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Drysdale	Koufax	Sunrise	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Koufax	Lilly	Drysdale	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Fairway	Westberry	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Larrete	Fairfield	Fairway	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Penny	Fairfield	Fairway	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Mandanna	Fairway	Mateo	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Mateo	Mandanna	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Fairfield	Westberry	Hillsboro	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hollow	Westberry	Tiburon	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Tiburon	Fairfield	Hampton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Kenton	Fairfield	Hampton	Jan-20	Jun-20	3	7

EXHIBIT A
SB 1 (RMRA) Seals/Overlays 2019/20

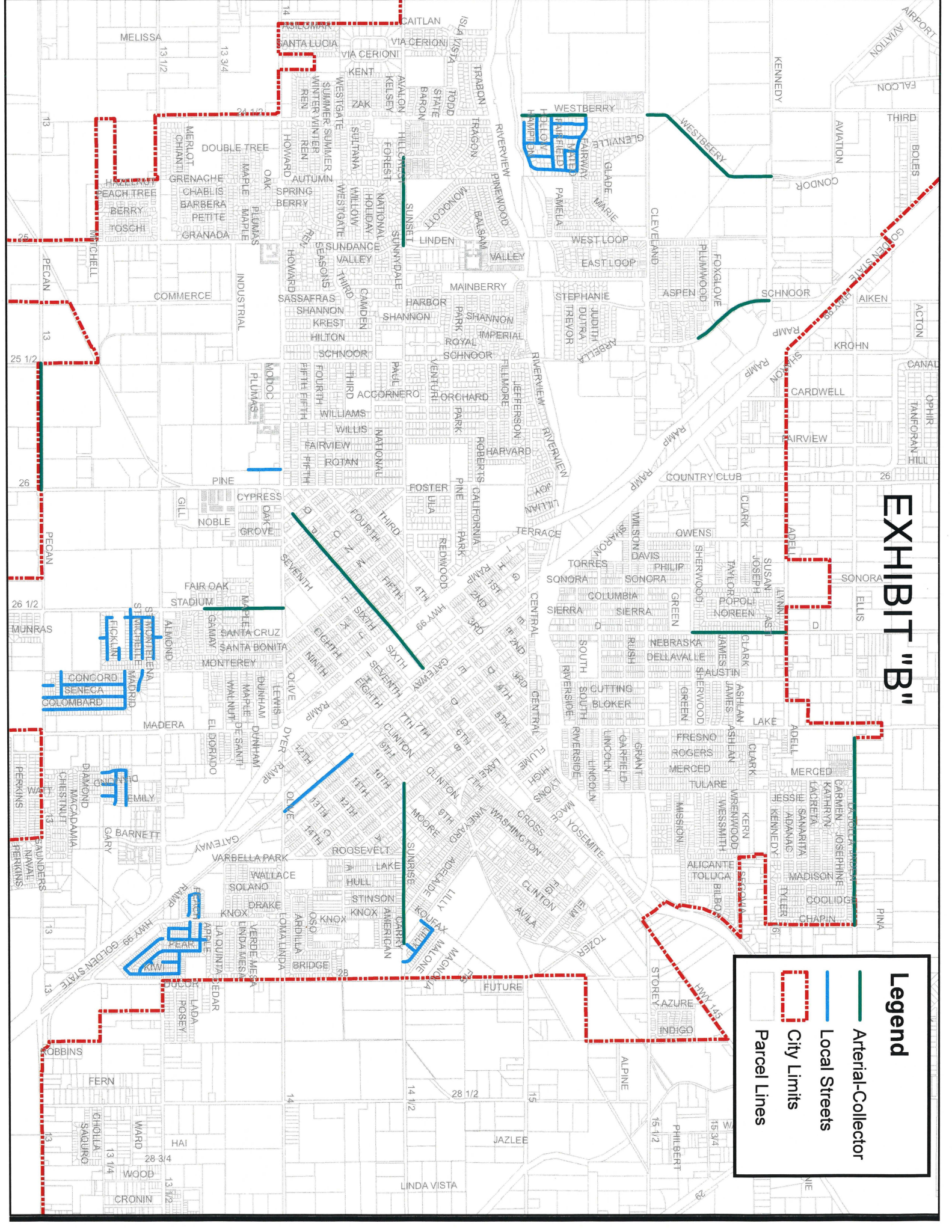
Agency Name	County	Project Title	Project Description	Project Location	From	To	Pre-Construction	Construction	Useful Life Minimum (yr)	Useful Life Maximum (yr)
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hillsboro	Fairway	Hampton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Hampton Dr	Hillboro	End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	E of Lake@Transition	Merced	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	Merced	County Rd	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Ellis	County Rd	Chapin	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	D st	Adell	Sherwood	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Westberry	Kennedy	Cleveland	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Westberry	Fairway	S End	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Pecan	Pine	City Limit	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	lake	6th	Clinton	Jan-20	Jun-20	3	7
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Joya Drive	Emily Way	Diamon Way	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Majestic Way	Gary Ln	Bo Tree Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Crystal Way	Gary Ln	Bo Tree Ln	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Diamon Way	Gary Ln	Joya Drive	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Schnoor Ave	Ironwood Way	Kennedy St.	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	B STREET	LAKE ST	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Lake St	Roosevelt Ave	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Sunrise Ave	Adelaide st	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunrise Ave	Adelaide st	Lilly St	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Stadium Road	Gamary	W Olive Ave	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of a surface seal	Sunset Ave	Doubletree Way	Sundance Lane	Jan-20	Jun-20	5	10
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Rotan	South of Howard	End	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Bo Tree Ln	Emily Way	Diamon Way	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	Q Street	P Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	P Street	O Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	O Street	N Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	N Street	M Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	M Street	L Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	L Street	K Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	K Street	J Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	J Street	I Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	I Street	H Street	Jan-20	Jun-20	8	15
City of Madera	Madera	SB 1 (RMRA) Seals/Overlays 2019/20	Road maintenance by application of an overlay	Yosemite Avenue	H Street	Gateway Drive	Jan-20	Jun-20	8	15

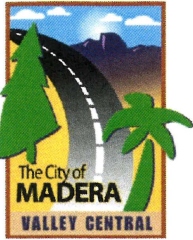
ATTACHMENT 3

EXHIBIT "B"

Legend

- Arterial-Collector
- Local Streets
- City Limits
- Parcel Lines





ADDENDUM TO REPORT TO CITY COUNCIL ITEM C-1

Approved by:

[Signature]

 Department Director

[Signature]

 Arnaldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: C-1

SUBJECT:

Addendum 1 to Item C-1

RECOMMENDATION:

After the preparation of the staff report, staff was notified by Housing and Urban Development (HUD) that the City will be receiving \$892,893 in Community Block Development Grant (CDBG) funding which is \$27,414 more than initially expected

SUMMARY:

On April 24, 2019, the City received HUD’s final Fiscal Year (FY) 2019 allocation for its CDBG program (Refer to Attachment A-1). As a result, the City Council (Council) now has the advantage of using actual funding amounts rather than estimates. Fortunately, the final formula amount provides more funding than anticipated. Table 1 provides a summary of available funds:

Table 1: HUD CDBG Allocation FY 2019/2020		
	<i>Estimated</i>	<i>Final</i>
Formula Grant Amount	\$784,860	\$828,253
Unprogrammed Funds	\$80,619	\$64,640
Total	\$865,479	\$892,893

The Block Grant Commission (BGC) met prior to receipt of the final allocation and used the estimated formula amounts. However, Council may incorporate the additional funding available and distribute the \$27,414 across funding categories as it deems appropriate. The alternative would be to accept the BGC’s allocation as presented and not accept the additional funds from HUD or refer to the item back to the BGC which may cause delays.

ATTACHMENT:

1. A-1, Letter from HUD dated April 24, 2019

Attachment A-1



ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

RECEIVED
OFFICE OF THE CITY CLERK

APR 24 2019

April 15, 2019

BY

SL
cc: Council
City Mgr
City Clerk
Grants Admin
Grants Proj Mgr.

The Honorable Andrew J. Medellin
Mayor of Madera
205 W 4th Street
Madera, CA 93637-3527

Dear Mayor Medellin,

I am pleased to inform you of your jurisdiction's Fiscal Year (FY) 2019 allocations for the Office of Community Planning and Development's (CPD) formula programs, which provide funding for housing, community and economic development activities, and assistance for low- and moderate-income persons and special needs populations across the country. President Trump signed Public Law 116-6 on February 15, 2019, which includes FY 2019 funding for these programs. Your jurisdiction's FY 2019 available amounts are as follows:

Community Development Block Grant (CDBG)	\$828,253
HOME Investment Partnerships (HOME)	\$ 0
Housing Opportunities for Persons with AIDS (HOPWA)	\$ 0
Emergency Solutions Grant (ESG)	\$ 0
Housing Trust Fund (HTF)	\$ 0

This letter highlights several important points related to these programs. We remind grantees that CPD seeks to develop viable communities by promoting integrated approaches that provide decent housing and suitable living environments while expanding economic opportunities for low- and moderate-income and special needs populations, including people living with HIV/AIDS. The primary means towards this end is the development of partnerships among all levels of government and the private sector, including both for-profit and non-profit organizations.

Additionally, several of these CPD funding sources may serve as important resources to leverage investments in any designated Opportunity Zones in your jurisdiction. Created by the 2017 Tax Cut and Jobs Act, the Opportunity Zone program will stimulate private investment in designated, low-income census tracts nationwide. CPD will publish further guidance on how funding available through the formula grant programs can be deployed to leverage Opportunity Zone financing.

Based on the demographic requirements of designated Opportunity Zones, it is possible that your jurisdiction could use CDBG and Section 108 Guaranteed Loan Program funds to invest in infrastructure, assist existing businesses, or provide gap financing sources for real estate projects in these zones. Based on your jurisdiction's CDBG allocation for this year, you also have \$4,141,265 in available Section 108 borrowing authority. Since Section 108 loans are federally-guaranteed, this

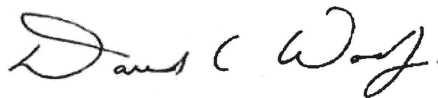
Attachment A-1

program can leverage your jurisdiction's existing CDBG funding to access low-interest, long-term financing to invest in Opportunity Zones or other target areas in your jurisdiction.

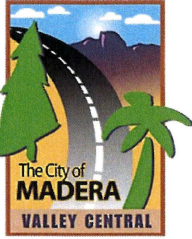
HUD continues to emphasize the importance of effective performance measurements in all of its formula grant programs. Proper reporting in the Integrated Disbursement and Information System (IDIS) is critical to ensuring grantees are complying with program requirements and policies, providing demographic and income information about the persons that benefited from a community's activities, and allowing HUD to monitor grantees. Your ongoing attention to ensuring complete and accurate reporting of performance measurement data continues to be an invaluable resource with regard to the impact of these formula grant programs.

The Office of Community Planning and Development is looking forward to working with you to promote simple steps that will enhance the performance of these critical programs and successfully meet the challenges that our communities face. If you or any member of your staff have questions, please contact your local CPD Office Director.

Sincerely,

A handwritten signature in cursive script that reads "David C. Woll, Jr." The signature is written in dark ink and is positioned above the printed name.

David C. Woll, Jr.
Assistant Secretary (Acting)



REPORT TO CITY COUNCIL

Approved by:

[Signature]

Department Director

[Signature]

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: C-1

SUBJECT:

Second Public Hearing to Consider the Block Grant Commission's Community Development Block Grant Recommendations for Funding Allocations Under the 2019/2020 Action Plan and Request for City Council (Council) to Approve the Allocations

RECOMMENDATION:

Staff recommends that Council:

1. Open the public hearing and consider the Block Grant Commission's (BGC) recommendations for the Community Development Block Grant (CDBG) 2019/2020 Action Plan.
2. Approve tentative allocations within the City of Madera (City) Citizen Participation Plan (CPP) and the U.S. Department of Housing and Urban Development's (HUD) CDBG Guidelines.

SUMMARY:

This is the second Council hearing to develop the City's CDBG Action Plan for Fiscal Year (FY) 2019/2020, which contains next FY's budget for CDBG projects. The City is uncertain about the final amount of CDBG funds it will receive in 2019/2020; however, the City uses a formula to determine an estimate, and will make needed adjustments after Congressional approval of the President's Federal FY budget for 2019/2020. The purpose of this public hearing is for Council to consider the revised funding recommendations proposed by the BGC and to approve tentative allocations.

DISCUSSION:

During the April 3, 2019 Council meeting, staff informed the Council that the City is an entitlement jurisdiction and HUD splits CDBG funding into three categories:

- Administration; 20 percent maximum of allocated funding
- Public Services; 15 percent maximum of allocated funding

- Capital Projects/Public Improvements; no minimum or maximum thresholds sans available funding

As a result, the City has the discretion of allocating funds across the categories, maintaining to the percentage maximums under each category.

Summary of subrecipient grant applications

The City received a total of 13 grant applications under the 3 categories as indicated by Table 1 for a total grant request of \$1,772,498. The City anticipates having an estimated amount of \$865,479 for this year’s annual allocation. The third column represents the category maximums that can be distributed under the categories with caps, and the amount remaining for capital projects, should the maximum be used for administration and public services. The City may elect to allocate less than the maximum; therefore, making more funds available for capital projects.

Table 1: Requested Grant Funding by Applicants

<i>Funding Categories</i>	<i>Requested grant amount</i>	<i>Maximum amount City may award, using estimated annual allocation</i>
Administration (20% maximum) <i>(one grant proposal received)</i>	\$156,972	\$156,972
Public Service (15% maximum) <i>(8 grant proposals received)</i>	\$456,936	\$117,729
Capital Projects/Public Improvements (No maximum) <i>(5 grant proposals received)</i>	\$1,108,501	\$590,778, (includes \$80,619 in unprogrammed funds)
Total	\$1,722,409	\$865,479

April 3, 2019 City Council meeting & HUD letter

During the April 3, 2019 Council meeting, staff informed Council that the City had recently received information from HUD pertaining to the City’s performance assessment of its 2017 program year. Staff informed Council that it was prudent to be mindful of HUD’s recommendations when making determinations about the upcoming Action Plan’s allocations. However, because the information from HUD had only been received a few days prior to the Council meeting, in the form of a letter, the information was not available when the BGC initially deliberated to make allocation recommendations, or in time to include the information in the staff report prepared for the April 3, 2019 meeting. Upon being apprised of the letter received from HUD, Council directed staff to reconvene the BGC to evaluate HUD’s recommendations and revise their tentative allocations as deemed necessary. A synopsis of HUD’s letter (Attachment No. 1) is as follows:

HUD's Response to City's Use of CDBG for Housing

1. The City has recently initiated a rental housing inspection program to survey the status of over 5,000 properties.
2. A primary purpose of CDBG is to assist low and moderate-income residents to have affordable, clean and safe housing.
3. No CDBG funds are currently allocated to assist property owners with bringing their buildings up to housing quality standards and improve structural conditions impacting the health and safety of renters.
4. CDBG could be an important component with helping the City to expand or preserve its housing stock and better serve low income residents in Madera.

HUD's response to City's CDBG Timeliness

1. Large allocations are not being utilized in a timely manner.
2. HUD's general rule when choosing activities to fund each year should be to fund only shovel ready projects that can be completed in no more than two years.
3. City's current activities indicate a substantial amount of money is sitting idle.

Staff commentary: *Staff spoke with the HUD Representative and communicated discrepancies about the projects and funding amounts they identified. Specifically, the Yosemite Avenue Intersection was completed under budget and this project should not have been identified as sitting idle.*

4. Included in HUD's letter is a notice that having large unexpended balances places the City at risk of not meeting its timeliness deadline (May 2, 2019) which requires a recipient to have no more than 1.5 times its annual allocation on hand. Missing this deadline places funds at risk of being recaptured by HUD

Staff commentary: *The City met HUD's timeliness for FY 2018/19 (Refer to Attachment No. 2).*

HUD's response to City's Use of CDBG funds

1. There appears to be large differences in funding for seniors versus other low and moderate-income residents in Madera.
2. Over the past three years, funding for senior services has been funded at ten times the level of employment and youth services.
3. No funding for homeless services has been allocated in the past three years despite being identified as a priority in the Consolidated Plan.

Staff commentary: *Refer to Table 2 for a list of funding allocated to past and current activities addressing homelessness, training/employment and youth services which identifies how funding was allocated towards addressing these needs while these activities were noted as having limited funding.*

Table 2: Past & Current Public Services Addressing Homelessness, Training/Employment & Youth Services

	<i>Fiscal Year Program</i>	<i>FY14/15</i>	<i>FY15/16</i>	<i>FY16/17</i>	<i>FY17/18</i>	<i>FY18/19</i>	<i>Total</i>
Services for Homeless Persons	CAPMC	\$13,318	\$13,551	\$16,000	\$16,000	\$16,950	\$75,779
	Rescue Mission	<i>No App.</i>	<i>No App.</i>	<i>No App.</i>	<i>No App.</i>	\$20,000	\$20,000
Employment/ Training	Workforce	\$20,000	\$13,000	\$10,000	\$7,945	\$6,678	\$50,945
Youth & Child	Pequeños Empresarios	<i>No App.</i>	<i>No App.</i>	\$10,000	<i>App. Late</i>	\$6,678	\$16,678
Care Services	Madera Coalition for Community Justice	\$5,000	\$10,000	\$10,000	\$7,945	\$10,000	\$42,945
	Doors of Hope Parenting Center	<i>No App.</i>	<i>No App.</i>	<i>No App.</i>	<i>No App.</i>	\$10,000	\$10,000

On April 8, 2019, staff contacted the City’s HUD Representative. HUD staff expressed that they were pleased with this year’s community input process. However, HUD indicated concern in that the current Consolidated Plan contains some vague goals, which creates room for interpretation and the importance of having stronger measurable outcomes in future Consolidated Plans. The HUD Representative commented that affordable housing was a central purpose when CDBG was created and it would be valuable to see some of the funds allocated for housing activities. The BGC reflected on the additional information they had at hand to evaluate the current allocations and deliberated on how to make improved recommendations to Council. Some of the areas of concern for the BGC were as follows:

- A. HUD confirmed with staff during the recent telephone conversation that if an activity was not a goal or strategy in the 2014/19 Consolidated Plan, then funding such activity places the City in jeopardy of having to pay the funds back for those activities.
- B. HUD expects clear data and outcomes.

Special BGC Meeting

Per Council’s direction, staff coordinated a special meeting of the BGC on April 15, 2019. The objectives of the meeting were to (Refer to Attachment No. 3):

- Summarize the April 3, 2019 presentation of the BGC tentative allocations to the Council;
- Review and analyze the contents of the recently received HUD letter;
- Share notes from an April 8, 2019 phone conference call with the City’s HUD Representative; and
- Reallocate the BGC tentative funding recommendations that had been made during the March 18, 2019 BGC Public Hearing.

BGC Public Service Allocations

During its April 15, 2019 meeting, the BGC considered Council’s and HUD’s feedback. Table 3 represents the BGC tentative allocations for Public Services, including the original allocations made on March 18, 2019 and the revised allocations made on April 15, 2019. Worth noting is that based on items A and B above pertaining to HUD’s feedback the BGC:

1. *Friends of the Madera Animal Shelter*: Recommends not funding Friends of the Madera Animal Shelter given that animal services were not a goal or strategy in the 2014/19 Consolidated Plan.
2. *Big Brothers Big Sisters*: Recommends not funding Big Brothers Big Sisters given that the application included blank surveys (Youth Outcomes Survey and Strength of Relationship Survey), whereas the application calls for program data.

Table 3: BGC Tentative Public Services Allocations

<i>Applicant</i>	<i>Amount Requested</i>	<i>BGC 3/18/19</i>	<i>BGC 4/15/19</i>
Parks Senior Nutrition and Recreation Program	\$100,000	\$54,729	\$39,729
Friends of Madera Animal Shelter Low Cost Spay/Neuter Program	\$45,000	\$5,000	\$0
Madera Rescue Mission	\$30,000	\$15,000	\$30,000
Big Brothers Big Sisters of Central California High School Bigs Program	\$60,000	\$0	\$0
Madera Coalition for Community Justice	\$25,000	\$5,000	\$10,000
Doors of Hope Parenting Center	\$128,936	\$10,000	\$10,000
Community Action Partnership of Madera County	\$18,000	\$18,000	\$18,000
Pequeños Empresarios	\$50,000	\$10,000	\$10,000
Total	\$456,936	\$117,729	\$117,729

Capital Projects/Public Improvements

Based on HUD’s concerns about the amount of past funding for Parks and Community Services, the BGC elected not to recommend \$150,000 for the Centennial Park Picnic Shelter and Playground Shade Project. Habitat for Humanity’s Home Rehabilitation Program meets HUD’s concern for addressing safe and improved housing; as such, the BGC recommends fully funding the program with \$181,000.

For the Pomona Ranch, the BGC discussed facts and concerns as follows:

1. Ten units were proposed and retrofitted with HVAC systems in FY 17/18.
2. Another ten units proposed in FY 18/19 for retrofit with HVAC systems is underway.
3. Nine families were assisted in FY 18/19.
4. Given ten units were retrofitted in FY 17/18 and the proposed ten in FY 18/19, Pomona Ranch has a surplus of vacant units, based on the number of families reported as served in 18/19.
5. The BGC discussed transportation concerns to and from Pomona Ranch creating obstacles to services for program participants.
6. There was a concern the program is in the County and not in CDBG eligible Census Tracts.
7. The program can still operate next year by using the available retrofitted units.
8. The requested amount for salary and benefits is excessive and not prorated for the operating months of the program (5, 4 or 3 months).
9. The Housing Authority is not participating in the Fresno/Madera Continuum of Care (FMCOC) and did not have the application approved by the FMCOC. Both of which are HUD requirements.
10. CDBG funds for FY 17/18 of \$132,000, and \$185,000 budgeted for FY 18/19 would have benefited Madera residents better because of the program's lack of Return on Investment (i.e., not operating at capacity).
11. The BGC expressed concerns about the line item amounts for insurance and equipment rental.
12. For the winter months, the Housing Authority should have their own funds to maintain Pomona Ranch and fund their own Case Manager.
13. The Housing Authority can propose a different program to better use CDBG funds and purchase housing in Madera within City limits for a program.

The BGC elected to fully fund the Maple St., Stadium Rd., Monterey St. and Santa Cruz St. sidewalk improvements because it serves two schools and according to the Engineering Department, both application proposals can be scaled down if they are not fully funded; therefore, allowing an opportunity to effectively make use of any allocation amount.

Table 4 presents the BGC recommendations for tentative allocations for Capital Projects/Public Improvements including the original allocations made on March 18, 2019 and the revised allocations made on April 15, 2019.

<i>Table 4: BGC Capital Projects/Public Improvements Tentative Allocations</i>			
<i>Applicant</i>	<i>Amount Requested</i>	<i>BGC 03/18/19</i>	<i>BGC 04/15/19</i>
Habitat for Humanity Home Rehabilitation Program	\$181,500	\$50,000	\$181,500
Parks Centennial Park Picnic Shelter and Playground Shade Project	\$250,000	\$150,000	\$0
Engineering Lilly St. and Vineyard Ave. Sidewalk Improvements Near Martin Luther King Middle School	\$203,112	\$195,389	\$91,389
Engineering Maple St., Stadium Rd., Monterey St. and Santa Cruz St. Sidewalk Improvements Near James Madison Elementary School and Madera High School North Campus	\$317,889	\$195,389	\$317,889
Housing Authority Expansion of Temporary Housing for Homeless Families at Pomona Ranch Housing Center	\$156,000	\$0	\$0
Total	\$1,108,501	\$590,778	\$590,778

In short, the BGC stressed the need to fund activities and projects that meet HUD’s approval and the goals as outlined in the Consolidated Plan.

FINANCIAL IMPACT:

This is a Federal grant and the ultimate allocation of the available funding may affect the General Fund through increased revenues or expenditures, which would be approved by Council.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Given the broad scope of this grant, Action Plan activities have the potential to advance an extensive number of the Vision Plan’s objectives. The BGC’s funding allocations are consistent with HUD’s regulations, the Consolidated Plan and promote the aspirations of the Vision Madera 2025 Plan.

ALTERNATIVES:

As an alternative to the BGC’s recommendations, the Council may:

1. Reject the BGC’s allocations.
2. Adjust the BGC’s allocations.
3. Develop new allocations.
4. Direct staff to re-advertise for programs and projects.
5. Allow staff to coordinate a submittal of the Action Plan to HUD, beyond the requested date, which is June 25, 2019.

ATTACHMENTS:

1. HUD’s Annual Performance Assessment dated March 28, 2019
2. CDBG Timeliness Report
3. BGC April 15, 2019 Meeting Agenda

Attachment No. 1

than 30 percent of income. Much of the rental housing in the city is badly in need of repair and rehabilitation. A review of the demographics of Madera indicates that 26 percent of residents live below the poverty line. There is also a higher than average unemployment rate. The CDBG program is a resource to address the housing stock of low- and moderate-income persons where the local financing is limited. Each year, the city receives approximately \$800,000 in CDBG funds.

The city has recently initiated a rental housing inspection program to survey the status of over 5,000 properties. While CDBG can be used in a variety of ways, a primary purpose of these funds is to assist low- and moderate-income residents have affordable, clean, and safe housing. Currently, no CDBG funds are currently allocated to assist property owners with bringing their buildings up to housing quality standards and improve structural conditions impacting the health and safety of these renters. CDBG could be an important component with helping the city to expand or preserve its housing stock and better serve low income residents in Madera.

At present, the city uses approximately half of its annual CDBG funding for park, infrastructure, and street improvements. Unfortunately, these large allocations are not being utilized in a timely manner. The general rule when choosing which activities to fund each year should be to fund only those projects that are shovel ready and can be completed in no more than two years. The city's current activities indicate that a substantial amount of money is sitting idle as noted in the activities below:

<u>Year Funded</u>	<u>Name</u>	<u>Amount Allocated</u>	<u>Amount Spent</u>
2010	Sunrise Rotary Sports Complex	\$249,709	\$178,426
2015	ADA Improvements	\$65,238	\$4,703
2016	Centennial Park Rehab	\$430,000	\$77,915
2017	Washington School Sidewalks	\$185,836	\$10,105
2017	Yosemite Ave Intersection	\$282,559	\$32,000

Having large unexpended balances places the city at risk in meeting its timeliness deadline which requires a recipient to have no more than 1.5 times its annual allocation on hand. When this deadline is missed, funds are at risk of being recaptured by HUD. More importantly, when funds are sitting in accounts not being utilized, it means people that could have been served are not getting assistance they need. The Department advises the city to review these projects and consider reallocating these funds to activities that are ready to implement now.

With regard to CDBG-funded public services, the Department notes that there appears to be large differences in funding for seniors versus other low- and moderate-income residents in Madera. Please see below some of the public service activities funded below:

Attachment No. 1

<u>Activity Name</u>	<u>Type of Service</u>	<u>Amount</u>
<u>Allocated</u>		
Bridges to Careers	Employment Training	\$7,945
Madera Coalition for Community Justice	Youth Services	\$7,943
Pequenos Empressarios	Child Care Services	\$9,709
Madera Parks and Rec	Senior Services	\$103,503

Given the need for employment training, day care, homeless services, and other services that can assist residents to improve their housing and economic stability, the city may want to review the priorities identified in the Consolidated Plan and ensure that the services funded are proportionate to the needs and priorities reflected in the five-year plan. The Department notes that over the past three years, funding for senior services has been funded at ten times the level of employment, or youth services. No funding for homeless services has been allocated in the past three years despite being identified as a priority in the city' Consolidated Plan.

One public service that the city funded in 2017 was especially noteworthy. The city of Madera funded an organization whose purpose was to help low-income high school students who wanted to go to college locate and access financial assistance to be able to do so. Investing CDBG funds to pay for people who can help students locate funding to be able to go to college is an example of how the city can utilize its limited CDBG dollars to make a life long impact with improving people's lives.

Great ideas do not automatically translate into successful outcomes, however. Sometimes organizations lack the training, professional staff, or expertise to be able to achieve their goals. The city can use CDBG funds to build capacity at such organizations giving them the ability to help the city achieve the outcomes identified in its Con Plan and Action Plans.

Finally, the city cannot ensure that its annual goals will be met without oversight and monitoring of its CDBG-funded activities. The city should have policies and procedures in place that determine which activities will receive on-site monitoring each year. Note that activities carried out by other city departments are subject to the same oversight and monitoring by the grants program manager as activities carried out by non-profit organizations. The city should have MOUs in place between these departments detailing reporting requirements, access to records, accountability, and monitoring. Without such oversight, there is no accountability or assurance the city will achieve its goals.

Based on the review of the CAPER, HUD has determined that the city of Madera has the continuing capacity to administer the aforementioned program. The activities undertaken are

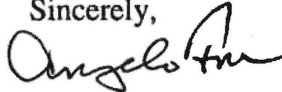
Attachment No. 1

consistent with Madera's HUD-approved Consolidated Plan, and the city continues to make progress towards achieving its housing and community development goals.

In accordance with the Consolidated Plan regulations described at 24 CFR §91.525, if the city has comments regarding the enclosed report, please respond to this letter within 30 days of receipt. HUD may revise the report after considering the city's response. If the Department does not receive comments within the 30-day time period, this letter and the enclosed report can be made available to the public.

HUD appreciates its partnership with Madera and looks forward to continuing to support the city's efforts to meet the goals of the Consolidated Plan. If there are any questions or there is a request for technical assistance, please do not hesitate to contact Curt Klaus, Community Planning and Development Representative, at 415-489-6599 or by email at Curt.Klaus@hud.gov.

Sincerely,



for Kimberly Nash
Director
Community Planning and
Development Division

Enclosure

cc:

Mr. Arnoldo Rodriguez City Manager
Ms. Ivette Iraheta, Grants Administrator
Mr. Jose Rojas, Grants Manager

Attachment No. 1

Annual Performance Assessment

City of Madera 2017

Consolidated Annual Performance and Evaluation Report (CAPER)

Program Year End: June 30, 2018
Report Due: September 28, 2018
Report Received: November 28, 2018

Funding Covered by CAPER:
CDBG: \$795,959

Summary of Program Compliance

Community Development Block Grant Program (CDBG)

- Public Services Obligation [24 CFR 570.201(e)(1) or (2)]
 - Standard: <15% of Allocation plus Program Income received in prior year
 - Actual %: 15%
 - Obligated as reported in CAPER: \$119,391.95

- Administration & Planning Obligation [24CFR 570.200(g)(2)]
 - Standard: <20% of Allocation plus Program Income received in current year
 - Actual %: 15.51%
 - Obligated as reported in CAPER: \$138,928.95

 - 2015 Origin Year Allocation - Grant B15MC060053
 - Allocation: \$897,556
 - Grant Drawn %: 96.68%
 - Actual Administration & Planning %: 16.27%
 - Administration & Planning Expenditure: \$146,057

 - 2016 Origin Year Allocation - Grant B16MC060053
 - Allocation: \$834,853
 - Grant Drawn %: 59.21%
 - Actual Administration & Planning %: 17.86%
 - Administration & Planning Expenditure: \$149,138.57

 - 2017 Origin Year Allocation - Grant B17MC060053
 - Allocation: \$795,959
 - Grant Drawn %: 70.14%

Attachment No. 1

- Actual Administration & Planning %: 15.51 %
- Administration & Planning Expenditure: \$138,928.95

- Benefit to Low to Moderate-Income Persons [24 CFR 570.200(a)(3)]
 - Standard: At least 70% of the aggregate amount of CDBG funds received by the recipient shall be used for activities that benefit low- and moderate-income persons as reported in the CAPER.
 - Actual %: 100%

- Timeliness of Expenditures [24 CFR §570.902]
 - Standard: The regulations require that 60 days before the end of the program year, the city have no more than the equivalent of 1 1/2 years-worth of CDBG grant funds available in its U.S. Treasury account. A ratio at or below 1.50 is acceptable.
 - Actual ratio: 1.49
 - Balance: \$1,182,629.11
 - Test date: 05-02-2018

Attachment No. 2

IDIS > Shared Reports > PR 56 - CDBG Timeliness Report > **PR56 - Current Period - Grantee Only**

[DOCUMENT HOME](#)

[TOOLS](#)

[DATA](#)

Last update



U.S. Department of Housing and Urban Development
 Office of Community Planning and Development
 Integrated Disbursement and Information System

DATE: 04-22-19
 TIME: 11:41
 PAGE: 1

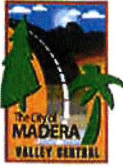
Current CDBG Timeliness Report
 Grantee : MADERA, CA

PGM YEAR	PGM YEAR START DATE	TIMELINESS TEST DATE	CDBG GRANT AMT	--- LETTER OF CREDIT BALANCE ---		DRAW RATIO		MINIMUM DISBURSEMENT TO MEET TEST	
				UNADJUSTED	ADJUSTED FOR PI	UNADJ	ADJ	UNADJUSTED	ADJUSTED
2017	07-01-17	05-02-18	795,959.00	1,182,629.11	1,182,629.11	1.49	1.49		
2018	07-01-18	05-02-19	872,067.00	1,288,757.64	1,288,757.64	1.48	1.48		

***** Ratio cannot be calculated because either the grantee's current year grant has not been obligated in LOCCS or the current program year start and end dates have not been entered in IDIS.

IDIS > Shared Reports > PR 56 - CDBG Timeliness Report > **PR56 - Current Period - Grantee Only**

< >



Attachment No. 3



City of Madera
Community Development Block Grant
Block Grant Commission
April 15, 2019 Quarterly Meeting Agenda
City Hall Conference Room, 4:00 p.m.

ROLL CALL:

Ken Hutchings, Chair
Alyssia Arredondo
DJ Becker
Linda Clark
Olga P. Garcia
Eva Medina
Candace Talley

PUBLIC COMMENT:

The first fifteen minutes of the meeting are reserved for members of the public to address the Committee on items which are within the subject matter jurisdiction of the Committee. 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 Committee 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 Committee 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 Committee does not respond to public comment now.

	The objectives of the meeting are to summarize the April 3, 2019 presentation of the BGC tentative allocations to the City Council, present notes from an April 8, 2019 phone conference call with the CDBG HUD representative and to reallocate BGC tentative funding recommendations agreed upon during the March 18, 2019 Public Hearing BGC private session.
Staff	Jorge Rojas
	Agenda Items
1	Summarize April 3, 2019 City Council meeting – BGC Chair
2	Review April 8, 2019 Phone Conference Call Notes
3	Reallocate March 18, 2019 BGC Tentative Allocations
4	Discuss What Worked Well and What Didn't for the 2019/2020 Action Plan
5	Discuss Vice Chair Position
6	Set Time and Date for Next Quarterly Meeting



Attachment No. 3




City of Madera
Community Development Block Grant
Block Grant Commission
April 15, 2019 Quarterly Meeting Agenda
City Hall Conference Room, 4:00 p.m.

COMMITTEE MEMBER REPORTS

ADJOURNMENT

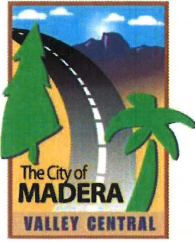
- ***The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Requests for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at 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.***
- ***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.***
- ***Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.***

I, Jorge Antonio Rojas, Program Manager for the City of Madera, declare under penalty of perjury that I posted the above Community Development Block Grant Block Grant Commission Quarterly Meeting Agenda for the Regular Meeting of April 15, 2019, near the front entrance of City Hall at 5:00 p.m. on Thursday, April 11, 2019.



Jorge Antonio Rojas
Program Manager





REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: C-2

SUBJECT:

Public hearing and consideration of the introduction of an ordinance amending Chapter 7 of Title V and repealing in its entirety Chapter 5 of Title VII of the Madera Municipal Code in order to update existing regulations associated with smoking, including the prohibition of smoking in City park facilities

RECOMMENDATION:

Staff recommends that the City Council (Council), after considering public testimony, introduce the ordinance.

SUMMARY:

Per the direction of the Council, staff has prepared an ordinance amendment (see Attachment 1) that refreshes current ordinance related to smoking in the City, and adds provisions prohibiting smoking in recreational areas of the community. As a component of the refresh, the chapter related to smoking in City facilities has been repealed, having been incorporated into the smoking regulations of the City overall.

DISCUSSION:

At the Council's February 20th meeting, Council gave direction to staff in support of updating City ordinance to include a prohibition of smoking in City park facilities. Many if not most municipalities in California have adopted ordinance which prohibits smoking in recreational areas such as parks (see Attachment 2). Although the majority of those municipalities do not provide dedicated smoking areas, some do provide smoking areas within park properties. Because of heightened awareness of the harmful effects of secondhand smoke, the proposed ordinance does not include a provision for dedicated smoking areas. The revised ordinance also addresses new smoking trends such as vaping, e-cigarettes and cannabis. New definitions are incorporated into the revised ordinance such that all smoking related activities and smoking related business practices are accounted for and addressed.

A chapter of ordinance specific to smoking in City facilities only has been repealed in its entirety since regulations within City facilities are identical to all other places within the City, rendering the chapter unnecessary.

FINANCIAL IMPACT:

There is no direct positive or negative financial impact associated with the ordinance amendment. The amendment could require public outreach and education in advance of any programmatic enforcement of the revised ordinance. Any costs associated with education and enforcement would be borne primarily by the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The ordinance amendment will further apply the core vision statements in the Vision Plan of “A Safe, Healthy Environment” by limiting smoking activities and providing smoke-free parks for the City’s residents.

ALTERNATIVES:

The Council could consider alternatives other than staff’s recommendation of introduction of the ordinance. Those include:

1. Discontinue the ordinance amendment process.
2. Continuing the item with direction to staff to provide additional information to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Ordinance
2. List of Municipalities That Restrict Smoking in Recreational Areas

Attachment 1: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING CHAPTER 7 OF TITLE V AND REPEALING IN ITS ENTIRETY CHAPTER 5 OF TITLE VII OF THE MADERA MUNICIPAL CODE IN ORDER TO UPDATE EXISTING REGULATIONS ASSOCIATED WITH SMOKING, INCLUDING THE PROHIBITION OF SMOKING IN CITY PARK FACILITIES.

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

SECTION 1. The City Council of the City of Madera has held a public hearing and has determined that the proposed ordinance text amendment is consistent with the General Plan.

SECTION 2. The City Council has determined the ordinance text amendment to be consistent with the purpose and intent of Title V - Sanitation and Health of the Madera Municipal Code.

SECTION 3. The City Council has determined the ordinance text amendment to be consistent with the purpose and intent of Title VII – Public Works of the Madera Municipal Code.

SECTION 4. Chapter 7 of Title V, Smoking Regulations is hereby amended as follows:

[§ 5-7.01 PURPOSE AND FINDINGS.

~~(A) Findings.~~

- ~~(1) The U.S. Environmental Protection Agency (EPA) has determined that tobacco smoke is a major source of indoor air pollution, and the Surgeon General's 1986 report on the Health Consequences of Involuntary Smoking includes that exposure to tobacco smoke places healthy non smokers at increased risk for developing lung cancer. Other health hazards from involuntary smoking include respiratory infection, broncho constriction, and broncho-spasm. While all members of the population are truly at increased risk due to exposure to secondhand tobacco smoke, it constitutes a special health hazard for children, the elderly, and people with chronic lung disorders, including asthmatics and those with obstructive airway disease and cardiovascular disease.~~
- ~~(2) Secondhand smoke from tobacco may cause a significant amount of cardiovascular disease in the United States and that the number of deaths from this cause may exceed the deaths caused by lung disease associated with secondhand smoke.~~
- ~~(3) Air pollution caused by smoking is an offensive annoyance and irritant. Smoking results in serious and significant physical discomfort of non smokers and constitutes a public nuisance.~~
- ~~(4) Secondhand smoke has been found by the Environmental Protection Agency to be a known carcinogen.~~

(A) Secondhand smoke has been repeatedly identified as a health hazard, as evidenced by the following:

- (1) The U.S. surgeon general concluded that there is no risk-free level of exposure to secondhand smoke.

- (2) The California Air Resources Board categorized secondhand smoke as a toxic air contaminant, along with most toxic automotive and industrial air pollutants, for which there is no safe level of exposure.
- (3) The California Environmental Protection Agency (EPA) included secondhand smoke on the Proposition 65 list of chemicals known to the state of California to cause cancer, birth defects, and other reproductive harm.
- (4) The American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE) has concluded that the only means of effectively eliminating health risk associated with indoor exposure [to secondhand smoke, cannabis smoke, and aerosol from electronic smoking devices] is to ban smoking activity.

(B) Exposure to secondhand smoke anywhere has negative health impacts, and exposure to secondhand smoke can occur at significant levels outdoors, as evidenced by the following:

- (1) Levels of secondhand smoke exposure outdoors can reach levels attained indoors depending on direction and amount of wind, number and proximity of smokers, and enclosures like walls or roofs.
- (2) Smoking cigarettes near building entryways can increase air pollution levels by more than two times background levels, with maximum levels reaching the hazardous range on the United States EPA's Air Quality Index.
- (3) To be completely free from exposure to secondhand smoke in outdoor places, a person may have to move 20 to 29 feet away from the source of the smoke, about the width of a two-lane road.
- (4) In 2014, secondhand smoke was responsible for an estimated 33,950 heart disease-related and 7,330 lung cancer-related deaths in the United States.
- (5) Exposure to secondhand smoke increases the risk of coronary heart disease by about 25 percent to 30 percent and increases the risk of stroke by 20 percent to 30 percent.
- (6) Secondhand smoke kills more than 400 infants every year.

(C) Electronic smoking device aerosol may be considered a health hazard, as evidenced by the following:

- (1) Research has found electronic smoking device aerosol contains at least 10 chemicals known to the State of California to cause cancer, birth defects, or other reproductive harm, such as formaldehyde, acetaldehyde, lead, nickel, and toluene.
- (2) Electronic smoking device aerosol is not harmless water vapor as it contains varying concentrations of particles and chemicals with some studies finding particle sizes and nicotine concentrations similar to, or even exceeding, conventional cigarette smoke.
- (3) Evidence continues to build that exposure to electronic smoking device aerosol, including secondhand exposure, has immediate impacts on the human respiratory and cardiovascular systems, and thus likely poses a risk to human health.
- (4) Given the increasing prevalence of electronic smoking device use, especially among youth and young adults, widespread nicotine exposure resulting in addiction and other harmful consequences is a serious concern.
- (5) A number of health authorities, including the U.S. surgeon general, ASHRAE, and State of California's Tobacco Education and Research Oversight Committee (TEROC) all support inclusion of electronic smoking devices in regulations of smoking and other tobacco product use.

~~(B)~~(D) Accordingly, the City Council declares that the purpose of this chapter is to protect the health, safety, and general welfare of the residents of, persons employed in, and persons who frequent

the city who would benefit by the regulation of smoking, and to recognize that the need to breathe smoke-free air shall have priority over the desire to smoke.

§ 5-7.02 DEFINITIONS.

~~For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.~~

(A) Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter. If any of the definitions in this section conflict with definitions in other chapters of the Municipal Code, these definitions shall prevail for the purpose of interpreting and enforcing this section. If a term is not defined in this section, or other sections of the Municipal Code, the most common dictionary definition is assumed to be correct.

(B)The following definitions are listed in alphabetical order.

BAR. An area which is devoted to the serving of alcoholic beverages for consumption by patrons on the premises and in which the serving of food is only incidental to the consumption of such beverages. When a bar is operated within a building in conjunction with another use, such as a restaurant, only the area utilized primarily for the consumption of alcoholic beverages shall constitute the bar. The dining area of a restaurant utilized primarily for the serving and consumption of food shall not constitute a bar, even though alcoholic beverages may be served therein.

BUSINESS. Any sole proprietorship, partnership, joint venture, corporation, or other business entity formed for profit-making purposes, including retail establishments where goods or services are sold as well as professional corporations and other entities where legal, medical, dental, engineering, architectural, or other professional services are delivered.

DINING AREA. Any enclosed area containing a counter or tables upon which meals are served.

ELECTRONIC SMOKING DEVICE. Means an electronic device that can be used to deliver an inhaled dose of nicotine, or plant product intended for inhalation. An "electronic smoking device" includes a device that is manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, a vape pen, or a vapor pen.

EMPLOYEE. Any person who is employed by any employer in the consideration for direct or indirect monetary wages or profit.

ENCLOSED. Shall be applicable to buildings and structure only. A building or structure shall be deemed enclosed unless the interior of the building or structure or portion thereof is, temporarily or permanently, directly exposed to the outside air by reason of either temporary removal of a substantial portion of an exterior wall (for example, roll-up doors on shops and garages) or by reason of nonexistence of a substantial portion of at least one of the exterior walls of the building or structure (for example, three-sided buildings).

ENCLOSED AREA. All space between a floor and ceiling which is enclosed on all sides by solid walls or windows (exclusive of door or passage ways) which extend from the floor to the ceiling, including all space therein screened by partitions which do not extend to the ceiling or are not solid, "office landscaping" or similar structures.

MEMBERS OF THE GENERAL PUBLIC. Shoppers, customers, patrons, patients, students, clients and other similar invitees of a commercial enterprise, nonprofit entity, or public agency, and excluding employees thereof, sales representatives, service repair persons, and persons delivering goods, merchandise, or services to a commercial enterprise, nonprofit entity, or county.

NONPROFIT ENTITY. Any corporation, unincorporated association, or other entity created for charitable, educational, political, social, or other similar purposes, the net proceeds from the operations of which are committed to the promotion of the objects or purposes of the organization and not to private financial gain. A public agency is not a **NONPROFIT ENTITY** within the meaning of this section.

PLACE OF EMPLOYMENT. Any enclosed area under the control of a public or private employer which employees normally frequent during the course of employment, including, but not limited to:

- (1) Work areas;
- (2) Conference and classrooms;
- (3) Employee cafeterias;
- (4) Employee lounges and restrooms; and
- (5) Hallways.

PRIVATE FUNCTION. Any function to which the general public is not invited.

PUBLIC PLACE. Any enclosed area, not a private residence, to which the public is invited or in which the public is permitted, including, but not limited to:

- (1) Banks;
- (2) Child care facilities;
- (3) Educational facilities;
- (4) Health care facilities;
- (5) Public transportation facilities;
- (6) Recreation areas;
- (7) Restaurants;
- (8) Retail stores;
- (9) Retail service establishments;
- (10) Retail food production, and marketing establishments;
- (11) Waiting rooms.

RECREATIONAL AREA. Means any areas that are public or privately owned, controlled or used by the City of Madera and open to the general public for recreational purposes, regardless of any fee or age requirement. The term "Recreational Area" includes but is not limited to parks, picnic areas, playgrounds, sports fields, walking paths, gardens, bike paths, riding trails, swimming pools, and skateboard parks. The term RECREATIONAL AREA does not include any streets and/or sidewalks located within or upon any abutting right-of-way.

RECREATIONAL FACILITIES. Sports pavilions, gymnasiums, health spas, boxing areas, swimming pools, roller and ice rinks, bowling alleys, and other similar places where members of the public assemble to engage in physical exercise, participate in athletic competition, or witness sports events.

RESTAURANT. Any coffee shop, cafeteria, sandwich stand, private and public school cafeteria, and any other eating establishment which gives or offers for sale food to the public, guests, or employees, as well as kitchens in which food is prepared on the premises for serving elsewhere, including catering

facilities, except that the term **RESTAURANT** shall not include a cocktail lounge or tavern if the cocktail lounge or tavern is a **BAR** as defined in this chapter.

SERVICE LINE. Any indoor line at which one or more persons are waiting for, or receiving service of, any kind whether or not such service involves the exchange of money.

SMOKING. ~~Lighting, inhaling, exhaling, or burning any pipe, cigar, cigarette, weed, or plant, or carrying any lighted pipe, lighted cigar, lighted cigarette, lighted weed, lighted plant, or other ignited combustible substance in any manner or in any form.~~ Lighting, inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated tobacco or plant product (e.g. cannabis) intended for inhalation, whether natural or synthetic, in any manner or in any form. "Smoking" includes the use of an electronic smoking device that creates an aerosol or vapor, in any manner or in any form, or the use of any oral smoking device for the purpose of circumventing the prohibition of smoking.

TOBACCO PRODUCTS. A product containing, made from, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff. An electronic device that delivers nicotine or other vaporized liquid to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah. Any component, part, or accessory of a tobacco product, whether or not sold separately.

TOBACCO STORE. ~~Any retail store utilized primarily for the sale of tobacco products and accessories and in which the sale of other products is merely incidental.~~ Establishments engaged primarily in the retail sale of **TOBACCO PRODUCTS**, wherein the sale of other products is merely incidental. This definition includes humidors, smoking rooms, head shops, vape lounges and hookah bars.

UNENCLOSED AREA. Any area that is not an **ENCLOSED AREA**.

WORK AREA or WORK PLACE. Any area of a place of employment enclosed by floor to ceiling walls in which two or more employees are assigned to perform work for an employer.

§ 5-7.03 PROHIBITION OF SMOKING IN PUBLIC PLACES.

(A) Smoking is prohibited in all enclosed (A) public places within the city, including, but not necessarily limited to, the following places;

(1) Bars.

(2) Bowling alleys.

(3) Buses, taxicabs and other means of public transit operated by or licensed by the city. Smoking may be allowed in waiting areas of public transit terminals in designated areas. In such facilities 75% of the facility will be designated as smoke-free. The prohibitions contained in this section shall be applicable to depots and other terminals utilized by members of the general public for the purpose of being transported upon or departing from airlines, trains, buses, and taxis.

(4) Day care facilities, including private residences during the time when such residences are operated as licensed or unlicensed day care facilities for children or the elderly.

~~(512)~~ *Doctors' offices, dentists' offices, waiting rooms, hallways, wards, and semi-private rooms of health facilities, including, but not limited to, hospitals, clinic, and physical therapy facilities.* In bed-space areas of health facilities used for two or more patients, smoking shall be prohibited unless all patients within the room are smokers and request in writing upon the health care facility's admission forms to be placed in a room where smoking is permitted.

~~(61)~~ Elevators and restrooms.

~~(713)~~ *Hospitals, rest and convalescent homes, medical clinics, physical therapy facilities, and other places where medical, dental, psychiatric, or counseling services are delivered to members of the general public.* Operators of facilities treating psychiatric or chemically impaired patients may permit smoking by patients in designated areas provided the medical director of such facility has determined in writing that the practice is beneficial for the recovery or treatment of such patients and that the practice will not interfere with the recovery and treatment of non-smoking patients, and provided that adequate non-smoking areas are made available for non-smoking patients. This section shall not be construed to prevent smoking in locations or otherwise under conditions in which smoking is expressly authorized by, or under statutes or administrative regulations applicable to, such licensed facilities.

~~(814)~~ Polling places.

(9) Recreational facilities.

~~(a) Recreational facilities, including enclosed areas of sports pavilions, gymnasiums, exercise rooms, health spas, boxing arenas, swimming pools, roller and ice skating rinks, bowling alleys and other similar places where members of the general public assemble to either engage in physical exercise, participate in athletic competition, or witness sports events.~~

~~(b) Smoking is prohibited at all times within the seating areas of an enclosed arena and in the surrounding open concourse where food and beverages are dispensed.~~

~~(c) Smoking may be allowed in bowling alleys on those occasions when league play occupies the majority of bowling lanes in the establishment, and a majority of the members of the league(s) vote to allow smoking. Evidence of the voting procedure and outcome of the vote must be retained by the establishment, for inspection by the city upon request, for the duration of the league's play.~~

(10) Recreational areas.

(117) Restaurants.

(12) Restrooms.

~~(134) Retail stores, except areas in the stores not open to the public and all areas within retail tobacco stores.~~

~~(145) Retail food marketing establishments, including grocery stores and supermarkets, except those areas not open to the public which may be otherwise regulated by this chapter.~~

~~(165)~~ Schools or educational institutions operated by a commercial enterprise, public agency, or nonprofit entity for the purpose of providing academic classroom instruction, trade, craft, computer, or other technical training, or instruction in dancing, artistic, musical, or other cultural skills.

~~(173)~~ Service lines.

~~(18)~~ Theaters, including motion picture theaters, meeting halls and auditoriums where motion pictures or live theatrical musical or dramatic productions are made to an audience consisting of members of the general public assembled for the purpose of witnessing the performance or presentation, provided, however, this section shall not be construed to prevent smoking by performers in connection with a stage production or by persons making a presentation concerning addiction to tobacco and other drugs.

- (196) All areas available to, and customarily used by, the general public in all businesses and nonprofit entities patronized by the public, including, but not limited to, business offices, banks, hotels, and motels.
- (2010) Any building not open to the sky which is used primarily as a museum or for exhibiting any motion picture, stage drama, lecture, musical recital, or other similar performance, except when smoking is part of any such production.
- (2111) Every room, chamber, and place of meeting or public assembly, including school buildings under the control of any board, council, commission, committee, or agencies of the city of any political subdivision of the state during such time as a public meeting is in progress, to the extent such place is subject to the jurisdiction of the city.

(B) Smoking is prohibited in all unenclosed public places within the city, including, but not necessarily limited to, the following places:

- (1) Outdoor dining areas.
- (2) Recreational areas.

~~(CB) Notwithstanding any other provision of this section, any owner, operator, manager, or other person who controls any establishment described in this section may declare that entire establishment as a non-smoking establishment. Further, provided that notwithstanding this chapter, the owner or person who controls such establishment may, but is not required to, set aside in any facility described in this section, a separate room with walls and doors reasonably impermeable to tobacco smoke for use as an employee lounge or break room.~~

§ 5-7.04 WHERE SMOKING NOT REGULATED. EXCEPTIONS TO PROHIBITION OF SMOKING IN PUBLIC PLACES

(A) Notwithstanding any other provisions of this chapter to the contrary, the following areas shall not be subject to the smoking restrictions of this chapter:

- ~~(1) Bars.~~
- (12) A private residence, including an attached or detached garage ~~whether or not the~~ except when the residence is utilized for office or other business purposes ~~except and/or~~ when such residence is operated as a licensed or unlicensed day care facility for children or the elderly.
- (23) Hotel and motel rooms rented to guests.
- (34) Tobacco stores, whether operated as a separate business entity or as a physically separated facility within a department store or other business entity. Note: tobacco stores, like all businesses, are obligated to provide a safe work environment protecting their employees for exposure to second hand smoke.
- (45) Private clubs during events attended exclusively by members of the organization and their invited guests and from which members of the general public are excluded.
- ~~(6) Within conference meeting rooms, public and private assembly rooms, banquet rooms, dining rooms or common areas of restaurants, and hotels and motels while these places are occupied for private functions to which only persons specifically invited are entitled to attend and from which members of the general public are excluded.~~
- ~~(7) Within bowling alleys while the majority of available bowling lanes are occupied by league play and the league(s) have voted to allow smoking.~~
- ~~(8) A private enclosed place occupied exclusively by smokers, even though such a place may be visited by nonsmokers.~~
- ~~(9) Cardrooms licensed by the city.~~

~~(10) Those areas in restaurants where signs indicate smoking is allowed.~~

~~(56) City streets and sidewalks, except as otherwise prohibited by state law.~~

(B) In addition to those areas identified in § 5-7.04(A) above, the provisions of this chapter shall not be applicable to the following:

(1) golf courses.

(2) other City-owned property per the direction of the City Manager.

(CB) Notwithstanding any other provisions of this section, any owner, operator, manager, or other person who controls any establishment described in this section may declare that entire establishment, or any portion thereof, as a non-smoking establishment.

§ 5-7.05 POSTING OF SIGNS.

(A) "Smoking" or "No Smoking" signs, whichever are appropriate, with letters of not less than one-inch in height or the international "No Smoking" symbol (consisting of a pictorial representation of a burning cigarette and electronic smoking device enclosed in a red circle with a red bar across it) shall be clearly, sufficiently, and conspicuously posted in every building or other place where smoking is controlled by this chapter or by the owner, operator, manager, or other person having control of such building or other place.

(B) Every theater owner, manager, or operator shall conspicuously post signs in the lobby stating that smoking is prohibited within the theater or auditorium, and in the case of motion picture theaters, such information shall be shown upon the screen for at least five seconds prior to the showing of each feature motion picture.

§ 5-7.06 ENFORCEMENT.

(A) The regulations contained herein shall be enforced by the City's ~~Environmental Health Officer~~ Code Enforcement Division.

(B) Any citizen who desires to register a complaint hereunder may initiate enforcement with the City's ~~Environmental Health Officer~~ Code Enforcement Division.

(C) Any owner, manager, operator, or employees of any establishment controlled by this chapter shall have the right to inform persons violating this chapter of the appropriate provisions thereof.

(D) Notwithstanding any other provisions of this chapter, a private citizen may bring legal action to enforce this chapter.

§ 5-7.07 VIOLATIONS.

(A) It shall be unlawful for any person who owns, manages, operates or otherwise controls the use of any premises subject to the regulation under this chapter to fail to comply with its provisions.

(B) It shall be unlawful for any person to smoke in an area restricted by the provisions of this chapter.

§ 5-7.08 NONRETALIATION.

No person or employer shall discharge, refuse to hire, or in any manner retaliate against any employee or applicant for employment because such employee or applicant exercises any rights afforded by this chapter.

§ 5-7.09 GOVERNMENTAL AGENCY COOPERATION.

The City ~~Administrator~~ Manager shall annually request other governmental and educational agencies having facilities within the city to establish local operating procedures in cooperation and compliance with this chapter. The City ~~Administrator~~ Manager shall urge federal, state, city, and special school district agencies to enforce their existing smoking control regulations and to comply voluntarily with this chapter.

This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.]

SECTION 5. Chapter 5 of Title VII, Smoking in City Facilities, is hereby repealed in its entirety.

SECTION 6. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or void for any other reason.

SECTION 7. This Ordinance shall be effective and of full force and effect at 12:01 am on the thirty-first (31th) day after its passage.

* * * * *

Attachment 2: List of Municipalities That Restrict Smoking in Recreational Areas



FEBRUARY 2019

According to the U.S. Surgeon General, secondhand smoke exposure is harmful at any level. Therefore, many cities and counties in California have taken steps to protect their residents from this danger by passing ordinances that restrict smoking in recreation areas, including parks, beaches and trails. While California state law only restricts smoking within 25 feet of tot lots and playgrounds, municipalities are specifically authorized to pass stronger laws to prohibit smoking within all recreation areas.

There are 389 municipalities in California that have restricted smoking in at least some recreation areas beyond state law. The table below lists all of these cities and counties and divides the policies into three categories:

1. Municipalities that restrict smoking in all recreation areas with no designated smoking areas

There are 247 municipalities with this type of policy. This is the strongest type of restriction because no designated smoking areas are allowed, ensuring that residents will not be exposed to secondhand smoke in all recreation areas.

2. Municipalities that restrict smoking in all recreation areas but allow designated smoking areas

There are 51 municipalities with this type of policy. Examples of this type of policy include allowing designated smoking areas that meet certain conditions in all parks or only in specific areas of certain parks. The policies do a lot to protect people from secondhand smoke, but mean that people can continue to be exposed to secondhand smoke in certain parts of recreation areas.

3. Municipalities that restrict smoking in some recreation areas

There are 91 municipalities with this type of policy. These policies range from only restricting smoking at beaches to restricting smoking within certain recreation areas during fire season to only restricting smoking at specific parks or skate parks. While these ordinances do protect people from secondhand smoke exposure in some recreation areas, there is still more that can be done to restrict smoking at and protect residents from secondhand smoke in all recreation areas.

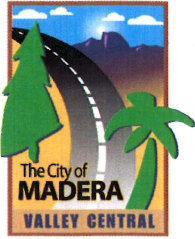
For more information about smokefree recreation areas and other restrictions on smoking in outdoor areas, visit <http://center4tobaccopolicy.org/smokefree-outdoor-areas>. These resources include information on the need for and benefits of these policies, a list of cities and counties that have adopted comprehensive outdoor secondhand smoke ordinances and answers to tough questions about smokefree outdoor policies.

County	Restricts Smoking in All Recreation Areas	Restricts Smoking in All Recreation Areas But Allows Designated Smoking Areas	Restricts Smoking in Some Recreation Areas
Alameda County	Alameda Alameda County Albany Berkeley Dublin Emeryville Fremont	Hayward Oakland Piedmont Pleasanton San Leandro Union City	Livermore
Alpine County			Alpine County
Amador County	Jackson		Ione
Butte County	Chico		Biggs Paradise
Colusa County	Colusa	Williams	Colusa County
Contra Costa County	Clayton Contra Costa Co. Danville El Cerrito Hercules Lafayette Martinez	Oakley Orinda Pinole Pittsburgh Pleasant Hill Richmond San Ramon Walnut Creek	Concord
Del Norte County	Crescent City		
El Dorado County	South Lake Tahoe	Placerville	El Dorado County
Fresno County	Firebaugh Fresno Kerman Kingsburg	Orange Cove Reedley Sanger Selma	Clovis Coalinga Fresno County
Glenn County		Orland	Willows
Humboldt County	Arcata Blue Lake	Eureka Fortuna	
Imperial County	Calexico	Imperial	Imperial County
Inyo County	Bishop		Inyo County
Kern County	Bakersfield Ridgecrest Tehachapi	McFarland	Shafter Kern County
Kings County			Lemoore
Lake County	Clearlake	Lakeport	
Lassen County	Susanville		

County	Restricts Smoking in All Recreation Areas		Restricts Smoking in All Recreation Areas But Allows Designated Smoking Areas	Restricts Smoking in Some Recreation Areas	
Los Angeles County	Alhambra Agoura Hills Arcadia Baldwin Park Bell Gardens Beverly Hills Calabasas Carson Cerritos Claremont Compton Covina Culver City Duarte Downey El Monte Gardena Glendale Glendora Hawaiian Gardens Hawthorne Hermosa Beach Huntington Park Inglewood La Canada Flitridge	La Habra Heights La Mirada La Verne Lawndale Lomita Long Beach Manhattan Beach Monrovia Monterey Park Pasadena Redondo Beach Rosemead San Dimas San Fernando San Gabriel Santa Clarita Santa Monica South El Monte South Pasadena Temple City Torrance Walnut Whittier	Bell Burbank Commerce Los Angeles Los Angeles County Norwalk Palmdale Rancho Palos Verdes Santa Fe Springs South Gate	Avalon Diamond Bar El Segundo Irwindale La Puente Lynwood Malibu Maywood Palos Verdes Estates Pico Rivera Ponoma Rolling Hills Sierra Madre West Covina	
Madera County				Chowchilla Madera	Madera County
Marin County	Belvedere Corte Madera Fairfax Larkspur Marin County Mill Valley Novato	Ross San Anselmo San Rafael Sausalito Tiburon			
Mariposa County	Mariposa County				
Mendocino County	Fort Bragg	Ukiah		Willits	
Merced County				Atwater	Merced
Modoc County	Alturas				
Mono County	Mammoth Lakes			Mono County	
Monterey County	Carmel-by-the-Sea Gonzales	Pacific Grove Salinas		King City Marina Monterey	Sand City Soledad
Napa County	Napa St. Helena	Yountville American Canyon	Napa County		
Nevada County	Nevada City		Grass Valley		

County	Restricts Smoking in All Recreation Areas		Restricts Smoking in All Recreation Areas But Allows Designated Smoking Areas		Restricts Smoking in Some Recreation Areas	
Orange County	Dana Point Costa Mesa Fountain Valley La Palma Laguna Beach Laguna Hills Laguna Niguel	Laguna Woods Newport Beach Placentina Santa Ana Seal Beach Tustin	Buena Park Irvine San Clemente		Aliso Viejo Cypress Fullerton Garden Grove Huntington Beach	Lake Forest Los Alamitos Mission Viejo Orange County
Placer County	Roseville				Lincoln Placer County	Rocklin
Plumas County					Plumas County	
Riverside County	Banning Beaumont Calimesa Corona Hemet	Murrieta Palm Desert Palm Springs Temecula	Eastvale Jurupa Valley Moreno Valley	Riverside Riverside County Wildomar	Coachella Desert Hot Springs Indio	La Quinta Norco Perris
Sacramento County	Citrus Heights Rancho Cordova		Elk Grove Folsom Sacramento		Galt Sacramento County	
San Bernardino County	Adelanto Apple Valley Colton Grand Terrace Fontana Loma Linda	Ontario Rancho Cucamonga Redlands Rialto Victorville Yucaipa	Chino Hills		Chino San Bernardino San Bernardino Co. Upland Yucca Valley	
San Diego County	Chula Vista Coronado Del Mar El Cajon Encinitas Escondido	Imperial Beach Lemon Grove National City San Diego County Solana Beach Vista	Carlsbad La Mesa Oceanside Poway San Diego San Marcos		Santee	
San Francisco County	San Francisco					
San Joaquin County					Lathrop Lodi San Joaquin County	
San Luis Obispo County	Arroyo Grande Atascadero Grover Beach Morro Bay	Paso Robles Pismo Beach San Luis Obispo			San Luis Obispo County	
San Mateo County	Colma Belmont Brisbane Burlingame Daly City East Palo Alto Foster City Half Moon Bay Hillsborough	Menlo Park Pacifica Redwood City San Bruno San Carlos San Mateo San Mateo County South San Francisco			Woodside	
Santa Barbara County	Buellton Carpinteria Santa Barbara	Santa Maria	Goleta Lompoc Santa Barbara County			

County	Restricts Smoking in All Recreation Areas		Restricts Smoking in All Recreation Areas But Allows Designated Smoking Areas		Restricts Smoking in Some Recreation Areas	
Santa Clara County	Campbell Cupertino Los Altos Los Gatos Milpitas	Palo Alto San Jose Santa Clara County Saratoga Sunnyvale	Morgan Hill		Gilroy Mountain View	
Santa Cruz County	Capitola Santa Cruz County		Santa Cruz Scotts Valley	Watsonville		
Shasta County	Redding				Anderson	Shasta County
Sierra County					Sierra County	
Siskiyou County	Mount Shasta				Siskiyou County	Weed
Solano County	Vallejo	Benicia	Vacaville Solano County	Suisun City	Fairfield	
Sonoma County	Cloverdale Cotati Healdsburg Petaluma Rohnert Park	Santa Rosa Sebastopol Sonoma Windsor	Sonoma County			
Stanislaus County	Hughson Modesto Turlock				Ceres Oakdale	Patterson Riverbank
Sutter County	Live Oak Sutter County	Yuba City				
Tehama County					Red Bluff	
Trinity County					Trinity County	
Tulare County	Exeter Dinuba				Lindsay Tulare	Tulare County
Ventura County	Camarillo Moorpark Oxnard	Ventura Ventura County	Ojai		Thousand Oaks	
Yolo County	Winters Davis		Woodland West Sacramento			
Yuba County			Yuba County			



REPORT TO CITY COUNCIL

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: C-3

SUBJECT:

Public hearing and consideration of introduction of an ordinance rezoning approximately 25 acres located at the northwest corner of the intersection of Sunrise Avenue and Tozer Street from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District.

RECOMMENDATION:

The Planning Commission (Commission) and staff recommend that the City Council (Council), after considering public testimony, introduce an ordinance rezoning the subject property.

SUMMARY:

On April 9, 2019, the Commission adopted a resolution (Attachment 4) recommending to the Council the adoption of an ordinance rezoning the subject property from the R1 (Low Density) Zone District to the PD-4500 (Planned Development) Zone District. The subject property includes a total of 4 parcels encompassing 25.75 acres. In conjunction with the rezoning request, the Commission approved a 134-lot subdivision (Attachment 2) and an environmental document.

DISCUSSION:

The project site is currently in the R1 (Low Density) Zone District. If approved, the proposal would rezone the subject properties into the PD-4500 (Planned Development) Zone District. The rezone request would allow for greater residential density than current R1 zone standards allow. The R1 zone requires that all lots be at least 6,000 square feet in area, whereas the PD-4500 zone provides for a variation of lot sizes, including lots smaller than the 6,000 square feet required in the R1 zone.

The tentative subdivision map approved by the Commission proposes 134 single-family residential lots ranging in size from between 4,627 and 20,892 square feet. The average lot size is 5,818 square feet, consistent with the requirements of the PD-4500 zone, but below the minimum 6,000 square feet required in the R1 zone. The LD (Low Density) General Plan land use designation has a density range requirement of between 2.1 and 7 units per acre. Per the General Plan, the residential density calculation for this subdivision results in a requirement of between 54 and 180 units. The proposal of 134 lots provides consistency with the density requirements of the General Plan. The proposed tentative subdivision map is consistent with the Subdivision Map Act, the 2009 General Plan and the City's Zoning Ordinance.

Public infrastructure and utilities required by the Madera Municipal Code and the General Plan will be constructed in support of the tentative subdivision map. Required infrastructure includes sewer, water and storm drainage infrastructure consistent with the City's master plans. Street improvements include the completion of Tozer Street to an arterial half-street width and the completion of Sunrise Avenue along the project's frontage with the roadway.

The proposed lots will be included in the City's Community Facilities District 2005-01 (Attachment 3). 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 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. The 2018/19 Fiscal Year CFD 2005-01 assessment for single family residential development is approximately \$449 per home.

The City's parkland acquisition ordinance establishes procedures for requiring the dedication of parkland, the payment of fees in-lieu thereof or a combination of both. In this case, the applicant has proposed the dedication of a 1.69-acre parkland area. This provides conformance with the parkland acquisition ordinance and consistency with the goals and policies of the General Plan.

The approval of a precise plan by the Commission will be required when development of homes is desired within the subdivision.

FINANCIAL IMPACT:

The applicant paid \$11,361.50 in Planning Department entitlement fees to offset the costs associated with processing this rezoning request, the subdivision map, and the supporting environmental determination. Additional fees will be required from the Engineering and Building Departments in conjunction with final approval of civil improvement plans and building plan check and permitting. With development of homes within the approved subdivision, the developer will pay development impact fees toward supporting City infrastructure and services. Conditions of approval for the subdivision require annexation into a City's landscape maintenance district and the City's Community Facilities District 2005-01, supporting the provision of police, fire, parks, and storm drainage services in the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The first of the four core vision statements in the Vision Plan is "A Well-Planned City." The Council, by considering how the neighborhood and infrastructure can be maintained, is actively implementing this key concept of the Vision Plan. Moreover, approval of the project will help provide consistency with Strategy 131, which states, "Create well-planned neighborhoods throughout Madera that promote connectivity and inclusiveness with a mix of densities and commercial components."

ALTERNATIVES:

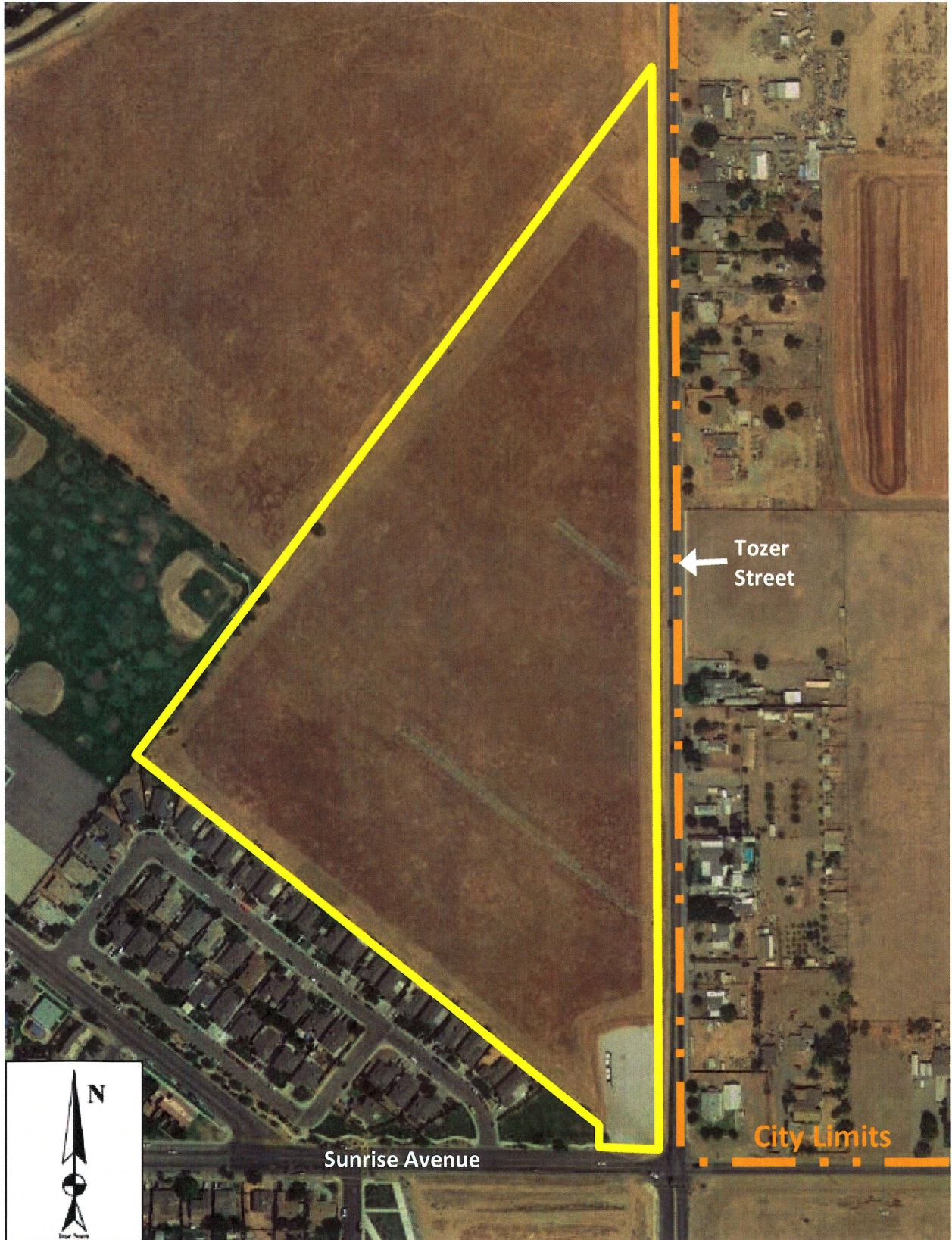
The City Council could consider alternatives other than staff's recommendation of introduction of the rezone ordinance. Those include:

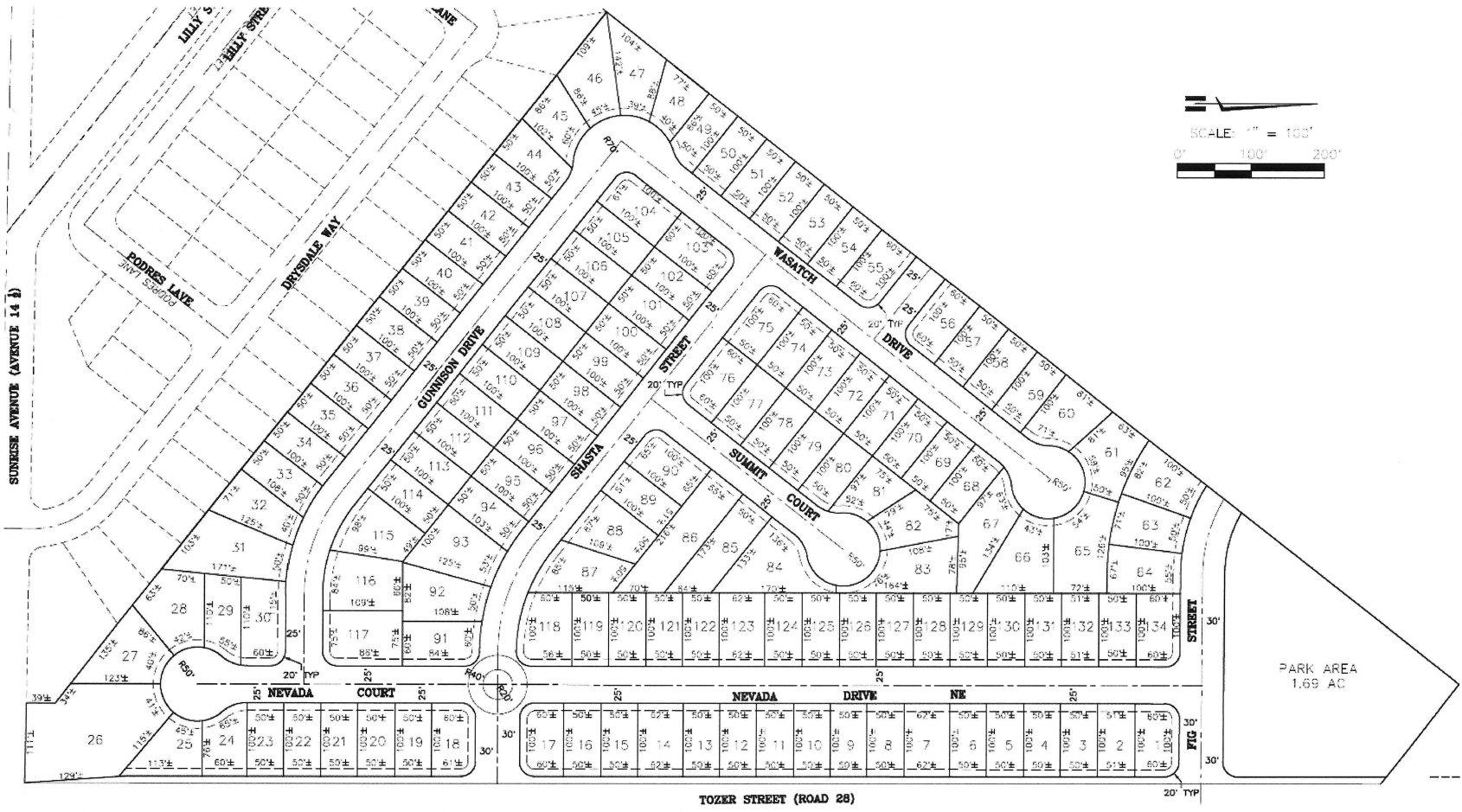
1. Denial of the request for rezoning. Should the requests be denied, the project site would remain within the R1 (Low Density) Zone District. The approved subdivision would require amendment in order to comply with the development standards of the R1 zone.
2. Continuing the item with direction to staff to provide additional information so as to allow the Council time to digest that information in advance of a decision.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Aerial Map
2. Subdivision Map
3. Map of CFD 2005-01
4. Planning Commission Resolution No. 1843
Exhibit A - Zoning Map
5. Ordinance
Exhibit A - Zoning Map

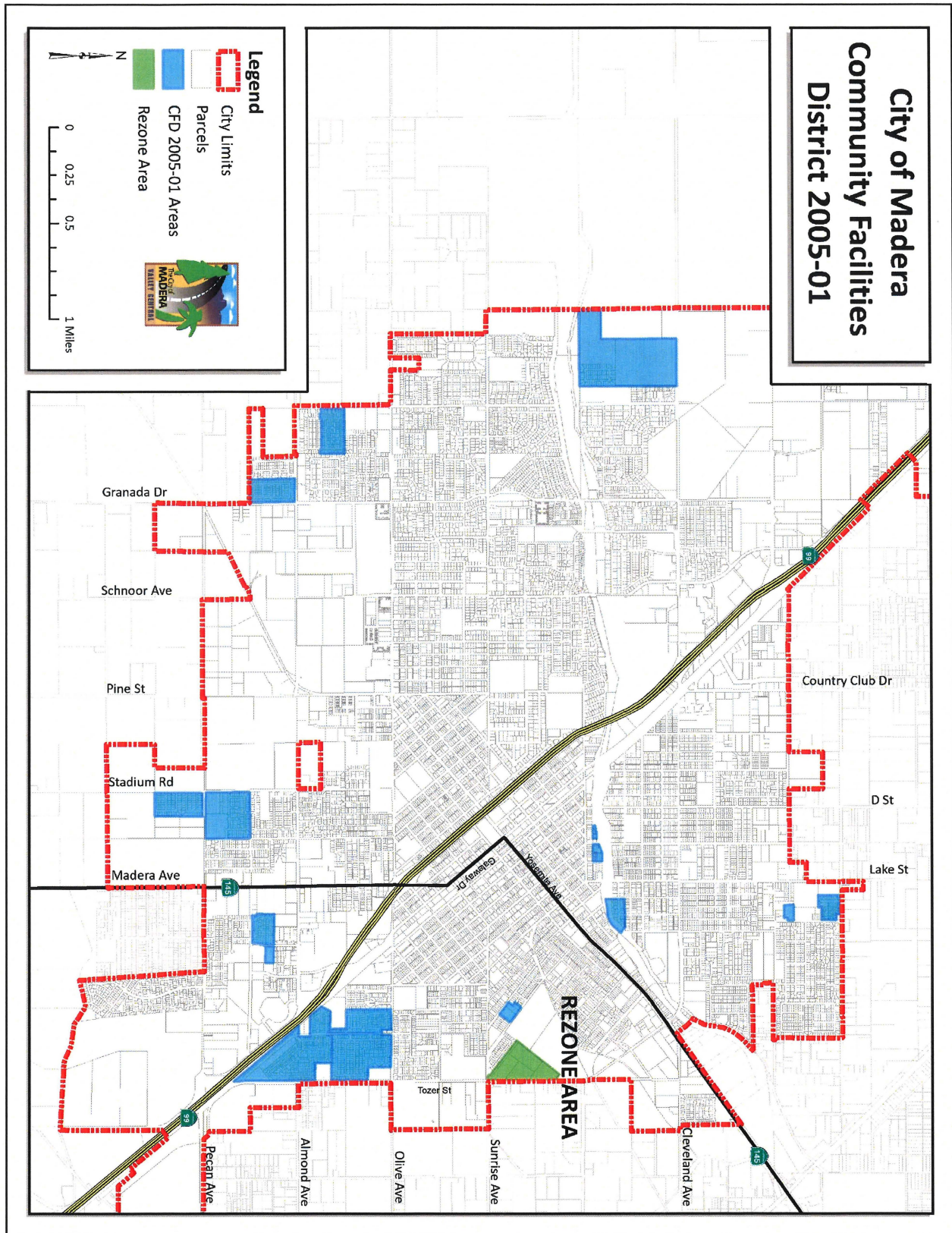
Attachment 1: Aerial Photo





Attachment 2: Subdivision Map

Attachment 3: Map of Community Facilities District 2005-01



Attachment 4: Planning Commission Resolution No. 1843

RESOLUTION NO. 1843

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF MADERA RECOMMENDING TO THE CITY COUNCIL OF THE CITY OF MADERA ADOPTION OF AN ORDINANCE REZONING APPROXIMATELY 25 ACRES OF PROPERTIES (APN: 008-180-001, 008-180-002, 008-180-003, 008-180-004), LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF SUNRISE AVENUE AND TOZER STREET FROM THE R1 (RESIDENTIAL) ZONE DISTRICT TO THE PD 4500 (PLANNED DEVELOPMENT) ZONE DISTRICT.

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

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

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

WHEREAS, a proposal has been made to rezone approximately 25 acres of property (APN: 008-180-001, 008-180-002, 008-180-003, 008-180-004), located on the northwest corner of Sunrise Avenue and Tozer Street, from the R1 (Residential) Zone District to the PD 4500 (Planned Development) Zone District, as shown in the attached Exhibit A; and

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

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

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

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

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

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

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

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

1. The above recitals are true and correct.
2. The Planning Commission hereby finds that proposed rezoning, as shown in Exhibit A, is consistent with the General Plan and is compatible with adjacent zoning and uses.
3. The Planning Commission hereby recommends the City Council adopt an ordinance rezoning property as indicated on the attached Exhibit A.
4. This resolution is effective immediately.

* * * * *

EXHIBIT 'A'



Passed and adopted by the Planning Commission of the City of Madera this 9th day of April 2019, by the following vote:

AYES: Robert Gran Jr., Israel Cortes, Richard Broadhead, Ryan Cerioni, Ramon Lopez-Maciel, Pamela Tyler, Alex Salazar

NOES: None

ABSTENTIONS: None

ABSENT: None


Robert Gran, Jr.
Planning Commission Chairperson

Attest:


Christopher F. Boyle
Planning Manager

Attachment 5: Ordinance

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE OFFICIAL CITY OF MADERA ZONING MAP TO REZONE APPROXIMATELY 25 ACRES OF PROPERTY (APN: 008-180-001, 008-180-002, 008-180-003, 008-180-004) LOCATED ON THE NORTHWEST CORNER OF SUNRISE AVENUE AND TOZER STREET, FROM THE R1 (LOW DENSITY) TO THE PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICT.

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

SECTION 1. The Planning Commission of the City of Madera and this City Council (Council) have held duly noticed public hearings for the rezoning of approximately 25 acres of property (APNs: 008-180-001 to 004) located on the northwest corner of Sunrise Avenue and Tozer Street from the R1 (Low Density) to the PD-4500 (Planned Development) Zone District.

SECTION 2. Based on the testimony and information presented at its public hearing, the Council has determined that the proposed rezoning is consistent with the General Plan, as amended, and subsequent development will be in conformance with all standards and regulations of the Municipal Code. The Council has further determined that the adoption of the proposed rezoning is in the best interest of the City of Madera. Such determination is based on the following findings:

FINDINGS:

1. THE PROPOSED REZONE WILL PROVIDE THE REQUIRED CONSISTENCY BETWEEN THE GENERAL PLAN AND ZONING.
2. THE REZONE IS NOT EXPECTED TO BE DETRIMENTAL TO THE HEALTH, SAFETY, PEACE, COMFORT OR GENERAL WELFARE OF THE NEIGHBORHOOD OR THE CITY.
3. CITY SERVICES AND UTILITIES ARE AVAILABLE OR CAN BE EXTENDED TO SERVE THE AREA.

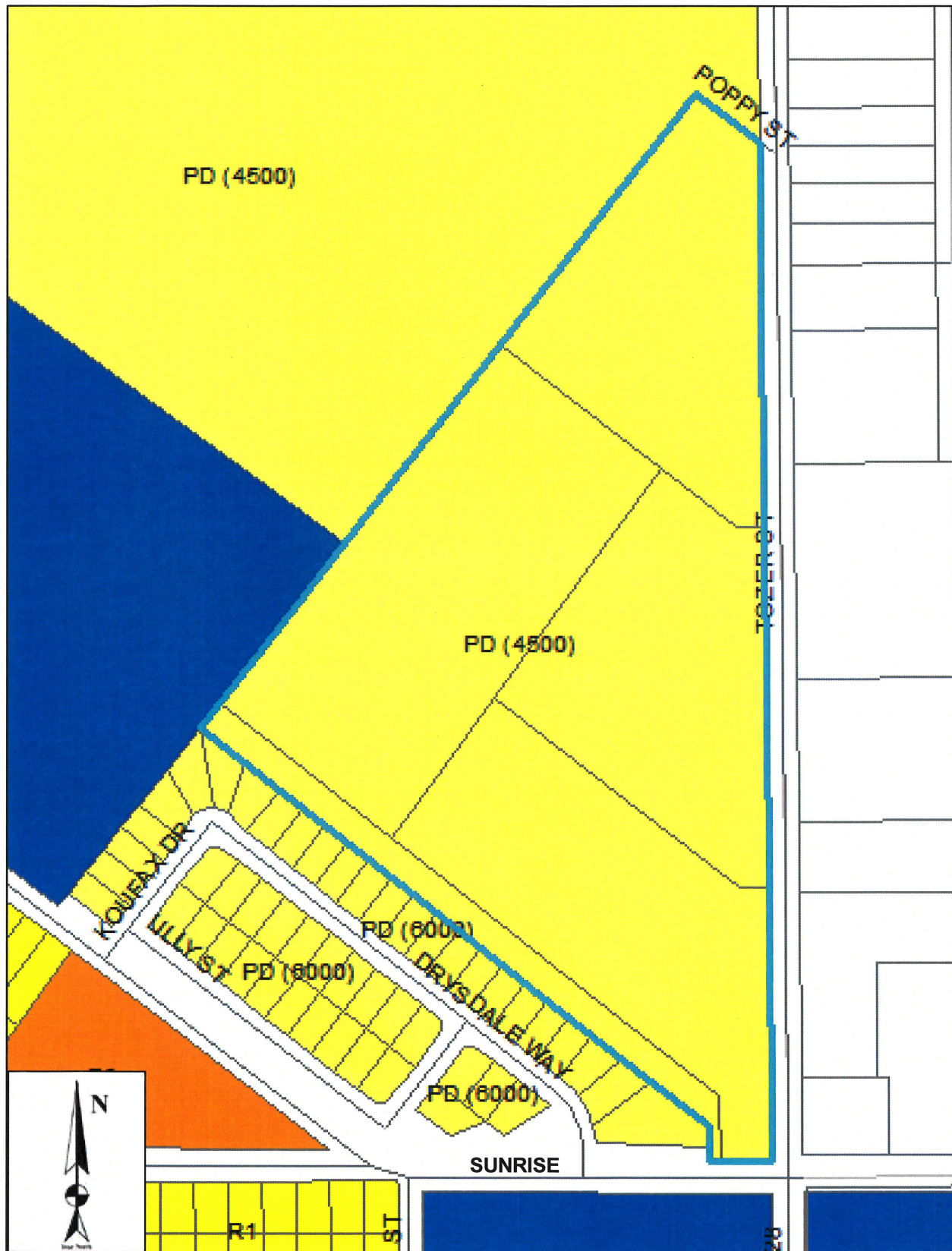
SECTION 3. The Council hereby approves the rezoning of the above-described property by rezoning it from the R-1 (Low Density) to the PD-4500 (Planned Development) Zone District in the manner required by Chapter 3 of Title X of the Madera Municipal Code. The Council hereby amends the City of Madera Zoning Map. The amendment is illustrated in the hereto attached Exhibit "A" which indicates the segment of the City of Madera Zoning Map to be amended.

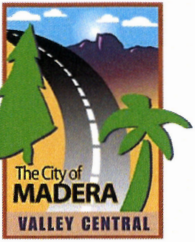
SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this revision and be signed by the Planning Manager and City Clerk.

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

* * * * *

EXHIBIT A





REPORT TO CITY COUNCIL

Approved by: *[Signature]*

Department Director
[Signature]
Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: E-1

SUBJECT: Presentation of Technical Memorandum 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing and Budgetary Estimate for the Proposed Northeast Water Storage Tank, Pump Station and Transmission Mains

RECOMMENDATION:

Staff recommends that the City Council (Council) consider the information within the Draft Technical Memorandum 1 and provide direction to staff regarding course of future activity for the proposed Northeast Water Storage Tank, Pump Station and Transmission Mains (the "Project").

SUMMARY:

The City's consultant, Carollo Engineers, Inc., has completed Technical Memorandum 1 addressing the preliminary engineering and design considerations for the Project. A copy is attached to this Staff Report. The technical memorandum presents discussion and recommendations for tank sizing, materials and phasing as well as supporting infrastructure. Preliminary cost estimates sufficient for budgeting for completion of the Project are included. Following acceptance of Technical Memorandum 1, with Council's concurrence the project will move into the next steps of the preliminary design phase. Activities include finalizing tank location, initiating the environmental document, and preparation of more detailed estimates based on the selected location.

DISCUSSION:

Construction of a new master planned northeast water storage tank was proposed in 2015 to address drought conditions (loss of several wells over a short period of time) and also to address current reliability and redundancy within the water system in the northeast quadrant of Madera.

Phasing of a new northeast water storage tank to expand capacity as growth occurs or as additional production well capacity is developed is recommended. This recommendation is made to ensure ratepayers do not carry the full burden of a water storage tank designed for 30 years build out. The initial phase is a ten-year project, with growth being reassessed as development conditions change.

The information and recommendations in Technical Memorandum 1 are presented to guide the City toward an official “project definition” – a tank of certain size and material to be constructed at an identified location within a specified timeframe. A formal project definition provides the springboard for the environmental review, applications for funding assistance, and final design. Completion of the environmental document is a precursor for several funding application processes and therefore time sensitive.

Highlights of Technical Memorandum 1 are discussed below

Demand Analysis – Tank Size

What are the City’s water demands, or needs, today? 10-12 years from now? At buildout of the General Plan planning area? The answers to those questions drive the recommendations for water storage and system infrastructure needs for the near term and future growth. Akel Engineering is the City’s hydraulic modeling consultant that provided the water demand analysis for the Project. The results are included in the Appendix A to Technical Memorandum 1.

Several assumptions were presented to Council during a workshop at the December 18, 2018 meeting. The demand analysis from the 2014 Water System Master Plan was updated using a reduced per capita water usage of 155 gallons per capita per day. Population projections have been reduced reflecting the actual and projected trends for the City in the next 10 years. The compounded reduction of both population and per capita usage significantly reduces the projected water demand at build-out, year 2047 in the Water System Master Plan model; the recommended ultimate tank capacity for the northeast location is 5 million gallons (MG). This value replaces the recommendation in the 2014 Water System Master Plan of 6.75 MG.

For a phased project the hydraulic analysis prepared by Akel Engineering concludes two tank sizes are feasible to consider for current operations and for operations within the 10-year planning horizon. The sizes were determined through an iterative process that involved evaluating the ability to deplete and replenish the storage reservoir with the maximum day demand, provide relief during drought periods, as well as the need to service future growth in the eastern portion of the City. These sizes are documented as follows:

- **2.5 MG Storage Reservoir:** This size meets maximum day demand requirements, as well as providing good turnover during maximum day conditions. There is approximately 20% reserve capacity for additional volume during drought periods and/or accommodate future growth.

- **3.25 MG Storage Reservoir:** This size meets maximum day demand requirements, as well as providing additional volume during drought periods to relieve supply wells. However, this tank size may require additional operational efforts to utilize the full volume.

Hydraulic Design Criteria

Once the final tank size and location are selected, Akel's hydraulic model will generate values for hydraulic design parameters. The key items are:

- Tank Volume Requirements (this is not the Tank Sizing but other elements of the tank design and operation):
 - The volume of water required for Peak Hour Demand minus the Max Day Demand
 - Emergency Storage for Fire Flows
 - Drought Tolerance
- Pump Station – the system must be able to meet Fire Flow Demand

Volume requirements are unaffected by the tank location. The variable associated with tank location is amount of transmission main required.

Tank Material Comparison

Beginning on page 3 of Technical Memo 1 is a detailed life cycle cost analysis of welded steel versus prestressed concrete storage tanks. For each material, the analysis considered initial cost of construction and recurring maintenance and inspection costs over the life of a tank, 100 years. For all three sizes being considered, prestressed concrete was the lowest life cycle cost and therefore the recommended material.

Pipeline Routing

The initial concept and budget for the tank project included 3,450 linear feet of large diameter transmission main along Lake Street at a 2014 cost of \$700,000. However, the hydraulic analysis concluded that additional transmission main in the northeast quadrant (as identified in the 2014 Water Master Plan) is needed to support the operation of the tank. Approximately 3 miles of new 24-inch diameter transmission mains will be needed to move the water from the west side of the City to the east. Figure 1 (below) shows the minimum amount of transmission main in light blue and additional transmission main in orange if the tank is located further to the east. The mains will connect the new Well 38 (Love's Well) to existing 12-inch water mains in Ellis Street. This is an added cost to the project; however, the costs are offset considering a smaller tank size is now recommended. Even without the tank, installation of the 24-inch transmission mains from Well 38 to Ellis Street provides substantial benefit to the water system offering options for construction phasing. The segment along Lake St. is no longer recommended and those costs/budgets would be transferred to other parts of the pipeline.

Appendix B of Technical Memo 1 summarizes the research and conclusions of possible routes for the large diameter water mains. The alignment assumed for purposes of Technical Memorandum 1 and shown below in Figure 1 follows a route established by the sewer mains installed for Love's Truck Stop paralleling Hwy. 99 southeast along Sharon Blvd. to Ellis and then easterly along Ellis

Street. Easements will be required from 3 properties. Table 10 of Technical Memo 1 explains the pipeline route and specific details for each segment. The costs range from \$2.5 million to \$3.0 million depending on the tank location.

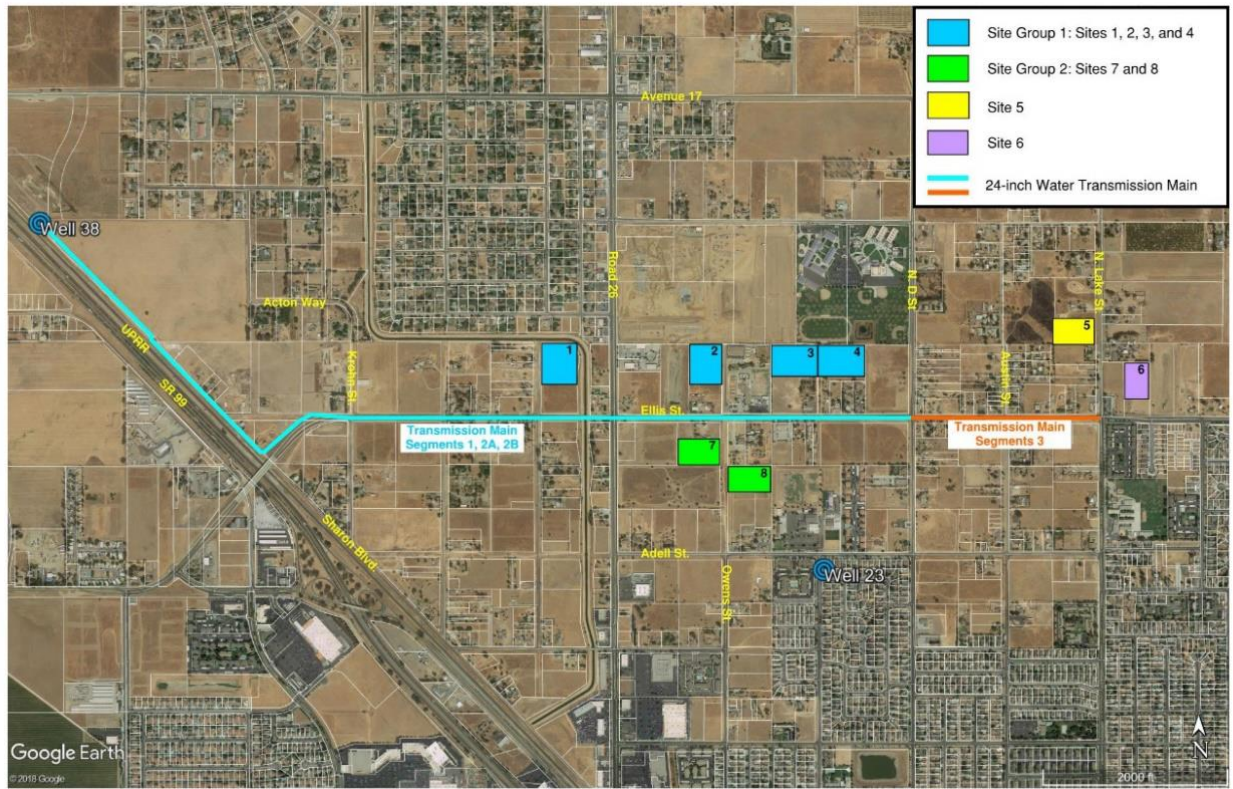


Figure 1 - Transmission Main and Potential Tank Sites

Tank Location

The ideal location for the new storage tank will be along Ellis Street. Moving the tank south from the proposed location of Avenue 17 & Road 27 (Lake Street) best utilizes existing and imminent infrastructure being installed for Love’s Truck Stop, the Matilda Torres High School, and the Successor Agency (the Successor Agency has a project to install master plan utilities along Adell St. between Lake St. and Country Club Dr). Figure 1, above, highlights eight (8) potential sites of 2.5 acres or larger that have received a preliminary “passing” evaluation - no visible biological constraints and all accessible to utilities and access points. In the next phase of preliminary engineering for the project, the project team will further evaluate the sites and provide a recommendation for Council’s consideration. Factors influencing desirable site selection include the owner’s willingness to sell, land cost, proximity to storm drainage facilities, proximity to water transmission main, impact on overall project costs, and compatibility with surrounding land uses. Other factors may come in to play when entering negotiations.

Tank Site Configuration

Preliminary site configurations have been presented for three tank sizes, a 2.5 MG, 3.25 MG and a 5 MG tank. The 2.5 MG and 3.25 MG tank sites consist of constructing one tank first and

constructing a second future similar tank size on the same site and allow for future expansion of the pump station. For the 5 MG tank, a future tank is not included; only expansion of the pump station is planned. The sites will have a landscape buffer. Architectural enhancements for the tank will be addressed later in the design phase.

Budgetary Cost Estimate

The original budget for land acquisition, transmission main, pump station, and tank included in the Water Rate Study in 2015 was \$17.4 million. Cost figures presented in Technical Memorandum 1 evaluate not only the two smaller tanks but also the ultimate 5 MG tank. There are several tables presenting cost analyses for the various size tanks and locations. The Project budgetary cost estimates for each size tank are below. Range in budget represents difference in tank location and additional transmission main costs.

- 2.5 MG = \$18.4 to \$18.9 million
- 3.25 MG = \$20 to \$20.5 million
- 5 MG = \$23 to \$23.5 million

Recommendations & Next Steps

Staff concurs with the recommendation by Carollo Engineers to construct a 2.5 MG tank on a site that will accommodate a second 2.5 MG tank when needed for growth. At Council's direction, staff will proceed with tank site selection. Upcoming items will also include presentation of Technical Memorandum 2 – Project Delivery and Funding Options Analysis.

FINANCIAL IMPACT:

The water storage tank, pump station, and transmission mains will be paid out of the water utility fund, using a combination of "PayGo" and debt financing. As currently planned, the City will pursue debt financing, including a bond issue or alternative mechanism, in 2020. Specific funding strategies will be presented as the project nears design completion and costs are better identified.

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.

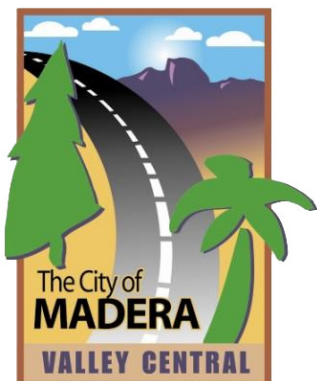
ALTERNATIVES:

As an alternative, Council may consider the information provided, accept the Technical Memorandum No. 1 and direct Staff not to complete the preliminary design phase. However, water system pressure in the northeast quadrant of the City will continue to be a potential issue and future drought conditions are inevitable. Delaying engineering design and/or construction of recommended facilities will add additional future costs to the same improvements. Considering the recommendations from the 2014 Master Plan and the additional information

presented herein, Staff is confident that a current investment in the Northeast Storage Tank and Transmission Mains is the best proactive approach to addressing current and future water system needs.

ATTACHMENTS:

1. Technical Memorandum No. 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing, and Budgetary Estimate for the Northeast Water Storage Tank

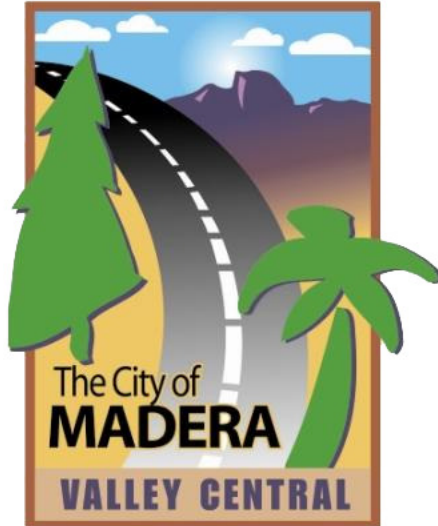


City of Madera
Northeast Water Storage Tank

Technical Memorandum 1
DEMAND ANALYSIS, TANK
CONFIGURATION, MATERIAL
EVALUATION, PIPELINE ROUTING,
AND BUDGETARY ESTIMATE

FINAL | April 2019





City of Madera
Northeast Water Storage Tank

Technical Memorandum 1
DEMAND ANALYSIS, TANK CONFIGURATION,
MATERIAL EVALUATION, PIPELINE ROUTING, AND
BUDGETARY ESTIMATE

FINAL | April 2019

This document is released for the purpose of information exchange review and planning only under the authority of Paul Amico, March 4, 2019, California 64648.

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Abbreviations

AC	acre
AFY	acre feet per year
Akel	Akel Engineering Group
AWWA	American Water Works Association
Carollo	Carollo Engineers, Inc.
CM	construction management
City	City of Madera
ft	feet
gpcd	gallons per capita day
gpm	gallons per minute
MDD	maximum day demand
MG	million gallons
O&M	operation and maintenance
PHD	peak hour demand
PS	pump station
sq ft	square foot
WSMP	Water System Master Plan

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Technical Memorandum 1

DEMAND ANALYSIS, TANK CONFIGURATION, MATERIAL EVALUATION, PIPELINE ROUTING, AND BUDGETARY ESTIMATE

1.1 Background

The City of Madera (City) currently utilizes groundwater as its sole source of supply, and all but a small fraction of peak demands are met using production wells. The City operates a 1-million gallon (MG) elevated water storage tank located in downtown Madera, but the aquifer provides the vast majority of storage volume required to maintain service levels. In the past, the City has had difficulty meeting peak demands with the existing wellfield during extended dry periods, and the stress on the system has resulted in well failures and low system pressures. Consequently, the City is improving the reliability of its water supply, and is moving forward with the design and construction of a new water storage tank, pump station, and transmission main that was proposed in the 2014 Water System Master Plan (WSMP) to be located in the vicinity of Avenue 17 and Lake Street. The WSMP project included a 6.75-MG storage facility with a booster pumping station capable of pumping up to 17,200 gallons per minute (gpm) through a 24-inch diameter transmission main that will extend approximately one-half mile to the south and connect to the City's existing distribution system. The project was identified in the WSMP as being needed for reliability and redundancy purposes to meet current peak hour demands, and the overall storage and pumping capacity was established to also meet future growth demands to the north and east. At this time, the City is interested in focusing this project on addressing the reliability and redundancy issues and potentially phasing the project to expand capacity as growth occurs or as additional production well capacity is developed.

The City retained Carollo Engineers, Inc. (Carollo) to design the tank, booster pumping station, and transmission main, and at this time only the preliminary design task has been authorized. Carollo's current scope of work for preliminary design includes reviewing the system demands and analysis that are used to calculate storage, booster pumping, and conveyance capacities, establishing project design criteria, recommending tank material and construction phasing, and routing the transmission main. Carollo is working with the City's hydraulic modeling consultant, Akel Engineering Group (Akel), on the demand analysis and tank and booster pump sizing.

This technical memorandum (TM) summarizes the results of the demand analysis and results, presents the tank material, construction phasing, and tank site evaluation, and provides budgetary cost estimates for the proposed alternatives.

1.2 Demand Analysis

This section summarizes the demand and hydraulic modeling conducted by Akel. Akel's scope of work included the following tasks:

- Update and calibrate the water system hydraulic model to reflect 2018 conditions.
- Establish planning criteria for scenario analysis.
- Conduct hydraulic modeling scenarios to identify tank and booster pumping capacities for different operational and growth scenarios.

Akel's TM that describes the results of the analysis is included in Appendix A. Key findings from the analysis and modeling include:

- Future demands in the 2014 WSMP were calculated using a population growth rate of 3.5 percent and a water use of 190 gallons per capita per day (gpcd).
- Since 2014, the growth rate for the City has been approximately 0.9 percent per year and the water use has decreased to approximately 124 gpcd.
- The City, Akel, and Carollo agreed that the tank and booster pump capacities be based on a 2.0 percent growth rate between 2018 and 2030 and 3.5 percent thereafter, with a water use per capita of 155 gpcd.
- Growth in the next 10 years is anticipated to occur mainly in four areas on the north side of Madera, resulting in a system-wide demand of 20,000 gpm in 2030 and 15,430 gpm when the new tank comes online in 2022.
- Revising the growth rates and water use per capita and forecasting water demands in the identified growth areas resulted in potential storage requirements of 2.5 or 3.25 MG initially, with 5.0 MG or 6.75 MG needed at buildout, depending on whether the City mandated watering restrictions during drought periods (the larger tank volumes are needed if watering restrictions are not mandated).
- New 24-inch diameter transmission mains will be needed to move water west to east from the City's new Well 38 (Love's Well) and connect to existing 12-inch water mains along Ellis Street, and the ideal location for the new storage tank will be along the Ellis Street transmission main alignment.
- The total length of new transmission main will depend on the specific site selected, but at a minimum the new transmission main will need to extend east from Well 38 to D Street. If the tank site is located east of D Street, the new transmission main will need to extend east to Lake Street.
- Approximately 2.0 MG of operating storage volume and 5,000 gpm of booster pumping capacity will be needed starting in 2022.
- A 2.5-MG storage tank will meet maximum day demand requirements, and will provide good turnover during maximum day conditions.
- 3.25- and 5.0-MG storage tanks will meet maximum day demand requirements, and will provide additional volume during drought periods to relieve supply wells and provide excess storage for future growth. These tank sizes will require additional supply capacity to meet the future demands and utilize the full tank volume.

Based on the above results, Carollo evaluated capital and life cycle costs, and construction phasing for 2.5-, 3.25-, and 5.0-MG storage tanks. The results of the evaluation are described in the following sections.

1.3 Hydraulic Design Criteria

The hydraulic design criteria developed from the demand analysis consisted of the following key items:

- Tank Volume Requirements:
 - The volume of water required for Peak Hour Demand minus the Max Day Demand
 - Emergency Storage for Fire Flows (MDD + 2,000 gpm)
 - Drought Tolerance
- Pump Station able to meet Fire Flow Demand

Specific values for each of the above criteria will be provided by Akel's hydraulic modeling analysis once the City selects a tank size and location.

1.4 Construction Material Analysis

The American Water Works Association (AWWA) has developed standard guidance documents that are used for the design, manufacture, and construction of welded steel tanks and prestressed concrete tanks. This section describes the analysis of the following tank construction materials:

- AWWA D100 Welded Carbon Steel Tanks for Water Storage.
- AWWA D110 Type I Wire and Strand-Wound, Circular, Prestressed Concrete Water Tanks.

Capital and life cycle costs for these tanks were developed based on standard construction and operation and maintenance (O&M) practices for each of the tank materials. Capital costs were estimated based on discussions with and estimates from tank constructors, and life cycle costs were estimated using industry best practices for routine, proactive maintenance activities that are performed to maximize the life of the tank.

1.4.1 Welded Steel Tank Evaluation

Welded steel is a common material used for water storage tank construction. Welded steel tanks are sensitive to corrosion from natural elements and, at a minimum, require a coating system be applied to protect the steel from corrosion. A cathodic protection system may be required if the tank is constructed on corrosive soils. Steel tanks require routine inspection, coating repairs, and periodic recoating to maximize the tank's service life, and additional operating costs if an impressed current cathodic protection system is needed.

1.4.1.1 Construction Costs

The tank site construction costs are presented in Table 1. These costs include all on-site costs associated with the tank. The following assumptions were used in this analysis to estimate welded steel tank construction costs:

- The tank will be a welded steel tank constructed in accordance with AWWA D100 and include a knuckle roof and standard appurtenances such as access hatches, roof vent, overflow pipe, tank drain, sample nozzle, and ladders with safety climb devices as shown in Figure 1.
- Soil conditions will allow for a ring wall foundation constructed at ground level.

- The tank will require an impressed current cathodic protection system for both the underside and inside of the tank. Soil investigations will be performed in the detailed design phase to confirm if cathodic protection will be required.
- Interior and exterior of the tank will receive a coating system.
- Roof and structure will include seal welding.

Table 1 Welded Steel Tank Construction Costs

	Tank Size (MG)		
	2.5	3.25	5.0
Welded Steel Tank	\$2,953,000	\$3,341,000	\$4,050,000
Tank Appurtenances	\$150,000	\$150,000	\$150,000
Civil - Earthwork, Grading	\$875,000	\$1,138,000	\$1,750,000
Yard Piping	\$1,066,000	\$1,183,000	\$1,395,000
5,000 gpm Pump Station	\$600,000	\$600,000	\$600,000
E&IC Cost	\$1,375,000	\$1,375,000	\$1,375,000
Landscaping	\$250,000	\$250,000	\$250,000
Cathodic Protection	\$50,000	\$50,000	\$50,000
Subtotal	\$7,319,000	\$8,087,000	\$9,620,000
General Conditions & Permit Fees	\$385,000	\$385,000	\$385,000
Utility Connections	\$193,000	\$193,000	\$193,000
Mobilization	\$366,000	\$405,000	\$481,000
Land Acquisition	\$300,000	\$300,000	\$300,000
Subtotal	\$8,563,000	\$9,370,000	\$10,979,000
20% Construction Contingency	\$1,713,000	\$1,874,000	\$2,196,000
Total Onsite Costs	\$10,276,000	\$11,244,000	\$13,175,000



Figure 1 Welded Steel Tank

1.4.1.2 Routine Maintenance Activities

Welded steel tanks require routine maintenance to maintain both the exterior and interior coating system to prevent corrosion. Corrosion can potentially create holes and leaks in the welded steel tank sidewall and floor and degrade the tank's structural integrity. Typical routine maintenance activities include:

- Tank appurtenance inspection: routine inspection of tank appurtenances by the City is recommended to ensure that all tank appurtenances are in working order and functional. These inspections will be performed as a normal course of tank and booster pump operation.
- Annual visual inspection of coating system by City staff: routine visual inspections of the coating system are recommended to identify any signs of coating deterioration or corrosion.
- Structural and coating inspection: detailed structural inspections and evaluation of the coating system are recommended every 20 years to ensure that corrosion has not degraded structural elements of the tank.
- Tank re-coating: re-coating the tank interior and exterior is recommended every 20 years to maintain the integrity of the coating system and protect the tank against corrosion.

Table 2 lists the recoating and inspection assumptions used to develop the approximate recurring costs presented in Table 3, assuming that inspection and coating occurs every 20 years. The engineering, construction management (CM), and inspection are taken as a percentage of the blasting and recoating total cost.

Table 2 Welded Steel Structural Inspection and Recoating Assumptions

Item	Unit Price	Unit
Blast and Re-coating – exterior ⁽¹⁾	\$8.00	per sq. ft
Blast and Re-coating – interior	\$12.00	per sq. ft
Engineering Costs ⁽²⁾	10 percent	
CM & Inspection ⁽²⁾	10 percent	

Notes:

(1) Recoating includes cost of stripping and coating of interior and exterior of the tank.

(2) Percentage of the total re-coating application.

Table 3 Structural Inspection and Recurring Costs

Tank Size (MG)	2.5	3.25	5
Diameter (ft)	135	146	168
Approx. Internal Area (sq. ft.)	39,231	45,867	61,223
Approximate External Area (sq. ft.) ⁽¹⁾	24,917	29,126	39,056
Interior Blast and coating re-application	\$471,000	\$550,000	\$735,000
Exterior Blast and Coating Re-application	\$199,000	\$233,000	\$312,000
Engineering Costs	\$67,000	\$78,300	\$104,700
CM & Inspection	\$67,000	\$78,300	\$104,700
Total 20-Year Recurring Cost	\$804,000	\$939,600	\$1,256,400

Notes:

(1) Excludes Tank Floor Re-Coating

1.4.1.3 Life Cycle Costs

The life cycle costs for a welded steel tank option include tank site capital costs and the recurring costs presented in Table 3. The service life of the tank is assumed to be 100 years, with the recurring inspection and recoating performed at 20, 40, 60, and 80 years of service. Tank replacement is assumed to occur after 100 years of service so no inspection or recoating is assumed to be performed at that time. The total tank site capital and the total value of the recurring costs are presented in Table 4.

Table 4 Total Cost of Welded Steel Tank Ownership

Tank Size	2.5 MG	3.25 MG	5 MG
Tank Site Costs	\$10,276,000	\$11,244,000	\$13,175,000
Recurring Inspection and Coating	\$3,216,000	\$3,760,000	\$5,024,000
Total Life Cycle Cost	\$13,492,000	\$15,004,000	\$18,199,000

Notes:

(1) Recurring inspection and coating costs do not include inflation.

1.4.2 Concrete Tank Evaluation

Prestressed concrete tanks have proven to be a competitive alternative to welded steel tanks for tanks larger than 2 MG. For these large tanks, concrete has the ability to be completely or partially buried if visual impacts are a concern, or if there are development codes or standards that limit the height of structures constructed in an area. Concrete tanks typically carry a higher up-front capital cost but are more cost competitive across the entire life cycle due to savings related to re-coating and cathodic protection. However, for tanks larger than two million gallons, concrete and steel can be competitive and a life cycle analysis is typically conducted to compare the two materials.

1.4.2.1 Construction Costs

The tank site construction costs are presented in Table 5. These costs include all of the on-site improvements. The following assumptions were used in this analysis to estimate concrete tank construction costs:

- The tank will be a prestressed concrete tank constructed in accordance with AWWA D110 and have standard appurtenances such as access hatches, roof vent and safety rails, overflow pipe, tank drain, sample nozzle, and ladders with safety climb devices. A shotcrete cover will be applied over the entire tank and architectural finishes or exterior coatings were not included in this analysis.
- Soil conditions will allow for a conventional spread footing and concrete base foundation.
- Tank will be recessed five feet below grade and uniformly backfilled.
- Tank will have a flat roof. Concrete tanks have the option to either have a domed or flat roof, and flat roof construction was assumed for this analysis. Domed roofs carry a slightly lower capital cost.

Table 5 Total site costs for Concrete Tanks

Tank Size (MG)	2.5	3.25	5.0
Prestressed Concrete Tank	\$2,500,000	\$2,925,000	\$3,700,000
Tank Appurtenances	\$150,000	\$150,000	\$150,000
Civil - Earthwork, Grading	\$875,000	\$1,138,000	\$1,750,000
Yard Piping	\$930,000	\$1,058,000	\$1,290,000
5,000 gpm Pump Station	\$600,000	\$600,000	\$600,000
E&IC Cost	\$1,375,000	\$1,375,000	\$1,375,000
Landscaping	\$250,000	\$250,000	\$250,000
Cathodic Protection	\$-	\$-	\$-
Subtotal	\$6,680,000	\$7,496,000	\$9,115,000
General Conditions & Permit Fees	\$365,000	\$365,000	\$365,000
Utility Connections	\$183,000	\$183,000	\$183,000
Mobilization	\$334,000	\$375,000	\$456,000
Land Acquisition	\$300,000	\$300,000	\$300,000
Subtotal	\$7,862,000	\$8,719,000	\$10,419,000
Construction Contingency (20 percent)	\$1,573,000	\$1,744,000	\$2,084,000
Onsite Costs Subtotal	\$9,435,000	\$10,463,000	\$12,503,000



Figure 2 Concrete Tank and Booster Pump Station Under Construction

1.4.2.2 Routine Maintenance Activities

As with steel tanks, some annual visual inspection and cleaning will be required to ensure that no structural issues have occurred since the last visual inspection and to maintain the tank’s appearance. Typical recurring maintenance activities for a concrete tank include:

- Tank appurtenance inspection: routine inspection of tank appurtenances by the City is recommended to ensure that all tank appurtenances are in working order and functional. These inspections will be performed as a normal course of tank and booster pump operation.
- Annual visual inspection by City staff: routine visual inspections of the tank walls and roof are recommended to identify any signs deterioration or cracking.
- Structural inspection: detailed structural inspections are recommended every 20 years to check for cosmetic cracks, grout deterioration, wall spalling, or structural deficiencies to ensure that the tank will continue to perform as designed.
- Tank cleaning: Prior to the structural inspection, pressure washing the tank is recommended to clear any potential build-up or deposits that may impede the ability of the structural engineer to inspect the tank.

Table 6 lists the maintenance and inspection assumptions used to develop the approximate recurring costs presented in Table 7, assuming that inspection and maintenance is performed every 20 years. The engineering, CM, and inspection are taken as a percentage of the repair and cleaning total cost.

Table 6 Concrete Structural Inspection and Cleaning Assumptions

O&M and Inspection Assumptions		
Power Washing and Routine Maintenance	\$30,000.00	Lump Sum
Engineering Costs ⁽¹⁾	10 percent	
CM & Inspection ⁽¹⁾	10 percent	

Notes:

(1) Percentage of total coating re-application cost

Table 7 Structural Inspection and Recurring Costs

Tank Size (MG)	2.5	3.25	5
Diameter (ft)	114	129.5	161
Approximate Internal Area (sq. ft.)	33,039	40,684	58,419
Approximate External Area (sq. ft.)	23,708	28,462	39,157
Minor Repair and Cleaning	\$30,000	\$30,000	\$30,000
Engineering Costs	\$3,000	\$3,000	\$3,000
CM & Inspection	\$3,000	\$3,000	\$3,000
Total 20-Year Recurring Cost	\$36,000	\$36,000	\$36,000

1.4.2.3 Life Cycle Costs

The life cycle costs for a concrete tank include capital and recurring costs over the life span of the tank. The service life of the tank is assumed to be 100 years, with the recurring inspection and recoating performed at 20, 40, 60, and 80 years of service. Tank replacement is assumed to occur after 100 years of service so no inspection or cleaning is assumed to be performed at

that time. The total tank site capital and the total value of recurring costs are presented in Table 8.

Table 8 Total Life Cycle Costs of Concrete Tanks

Tank Size	2.5 MG	3.25 MG	5 MG
Tank Site Capital Costs	\$9,435,000	\$10,463,000	\$12,503,000
Recurring Inspection and Maintenance	\$144,000	\$144,000	\$144,000
Total Life Cycle Costs	\$9,579,000	\$10,607,000	\$12,647,000

Notes:

(1) Recurring inspection and cleaning costs do not include inflation.

1.5 Comparison of Welded Steel to Concrete

Table 9 lists the life cycle costs for each size of welded steel and concrete tank evaluated.

Table 9 Life Cycle Cost Comparison

Tank Size	2.5 MG	3.25 MG	5 MG
Total Life Cycle Costs Steel	\$13,492,000	\$15,004,000	\$18,199,000
Total Life Cycle Costs Concrete	\$9,579,000	\$10,607,000	\$12,647,000

Based on the life cycle cost analysis, Carollo recommends that the City construct a prestressed concrete tank.

1.6 Pipeline Routing

As described in Section 1.2, new 24-inch diameter transmission mains will be needed to move water west to east from the City's new Well 38 and connect to existing 12-inch water mains along Ellis Street. The total length of new transmission main will depend on the specific tank site selected, but at a minimum the new transmission main will need to extend east from Well 38 to D Street. If the tank site is located east of D Street, the new transmission main will need to extend east to Lake Street. The routing analysis considered the longer alignment between Well 38 and Lake Street.

Capital costs for the transmission main were developed using the following assumptions:

- Pipeline will be buried 42 inches below the existing grade.
- Pipeline will be constructed of 24-inch Class 250 ductile iron with restrained joints as necessary and buried in accordance with County of Madera Standard Drawing W-9.
- Crossing of the Madera Irrigation District's Lateral 24.2 Canal will be constructed using a bore and jack construction method and the 24-inch transmission main is in a 36-inch steel casing pipe.

A utility search, preliminary environmental permitting analysis, and assessment of potential easement acquisition was performed by QK Inc. (QK) for the route shown in Figure 3 and is provided in Appendix B. The analysis determined that there are minimal existing utilities that will be problematic for the proposed alignment. Figure 4 and Table 10 below identify the potential conditions and construction challenges expected along the proposed alignment.

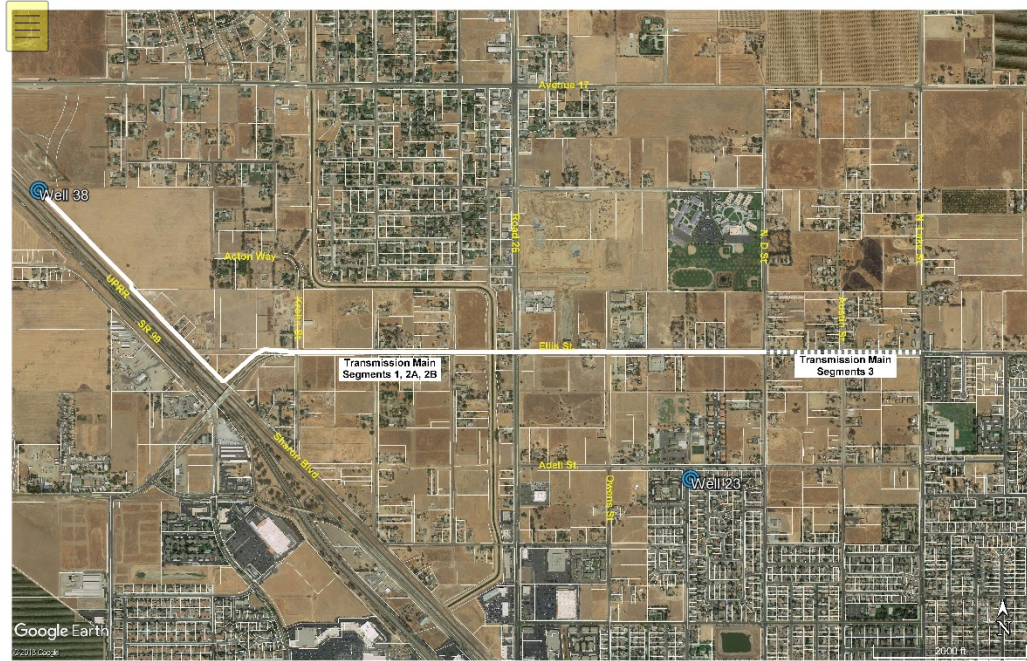


Figure 3 Proposed Transmission Line Alignment

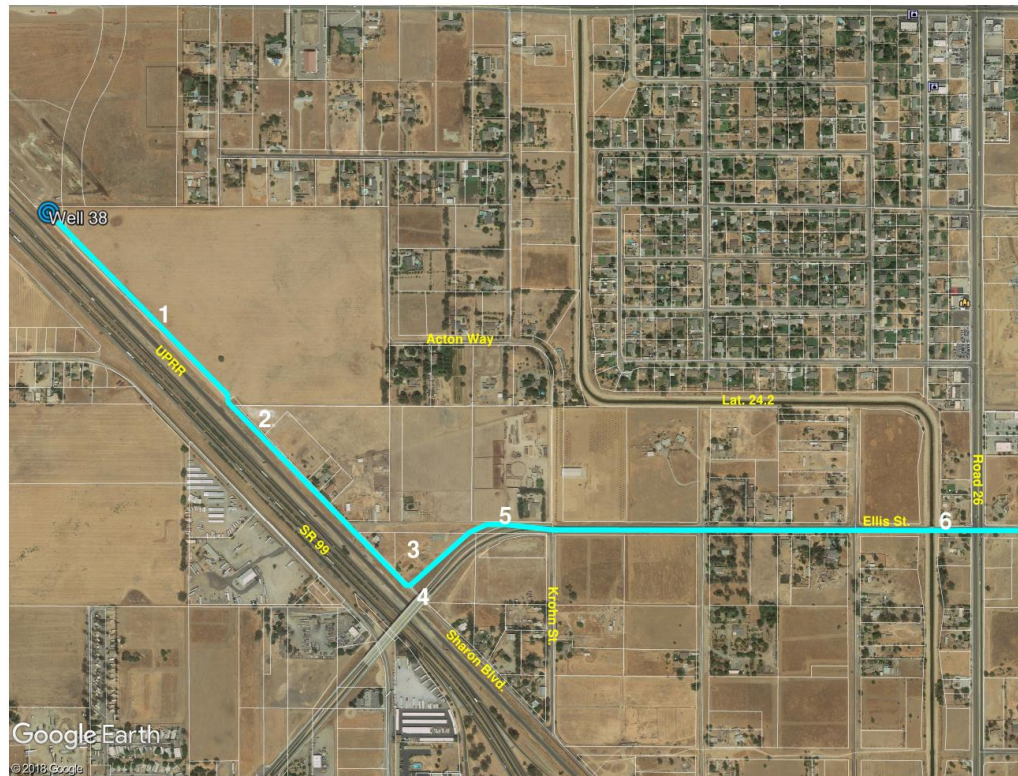


Figure 4 Transmission Main Alignment Conditions

Table 10 Transmission Main Alignment Conditions

Item	Description
1	Confirm if existing public utility easement through APN 038-040-007 has enough space for addition of future transmission main.
2	Potentially acquire easement through 038-050-004. May be able to avoid property if able to move into the existing Sharon Boulevard right-of-way
3	Convert existing 40 foot sewer easement for existing 24-inch sanitary sewer main to a 60 foot public utility easement with the proposed 24-inch transmission main 10 feet from the 24-inch sanitary sewer main. Potentially have to acquire easement from APN 038-050-006 (NW of Ellis and Krohn Street.) if proposed public utility easement overlaps property boundary.
4	Avoid existing underground cable and existing high voltage line guy wires during construction
5	Remove portion of existing sidewalk of overpass and open cut section of embankment to construct 24-inch transmission main into south side of Ellis St. paralleling existing 24-inch sanitary sewer.
6	Bore and jack 36-inch steel casing beneath Ellis Street. Bridge crossing Madera Irrigation District Lateral 24.2 Canal. Steel casing will be approximately 10 feet below bridge foundation and 150 feet long.

1.7 Tank Location Evaluation

Carollo evaluated the eight potential tank site locations shown on Figure 5. The eight sites were grouped into four groups and evaluated using the following criteria:

- Need for additional supporting utilities.
- Site access.
- Environmental conditions.
- Availability of the land.

QK found that none of the proposed sites present a high risk to sensitive biological resources. Electrical utilities are available along Ellis Street and will require additional routing by PG&E once a site is selected. It was assumed that this effort will equally impact each site. Each site is accessible via existing road right of way and will require a driveway developed for City staff access.

The vicinity of storm drain facilities and offsite water and transmission main to supply the tank from Well 38 varies across the different site groups. It was assumed that the storm drain facilities will be connecting to planned facilities outlined in the City of Madera Storm Drain Master Plan. Figure 5 shows the tank site groups and Table 11 lists the groups, sites included, and description of the group. These sites were grouped based on relatively similar costs to connect to the transmission main and storm drain facilities in Ellis Street and the required work to make improvements to the site.

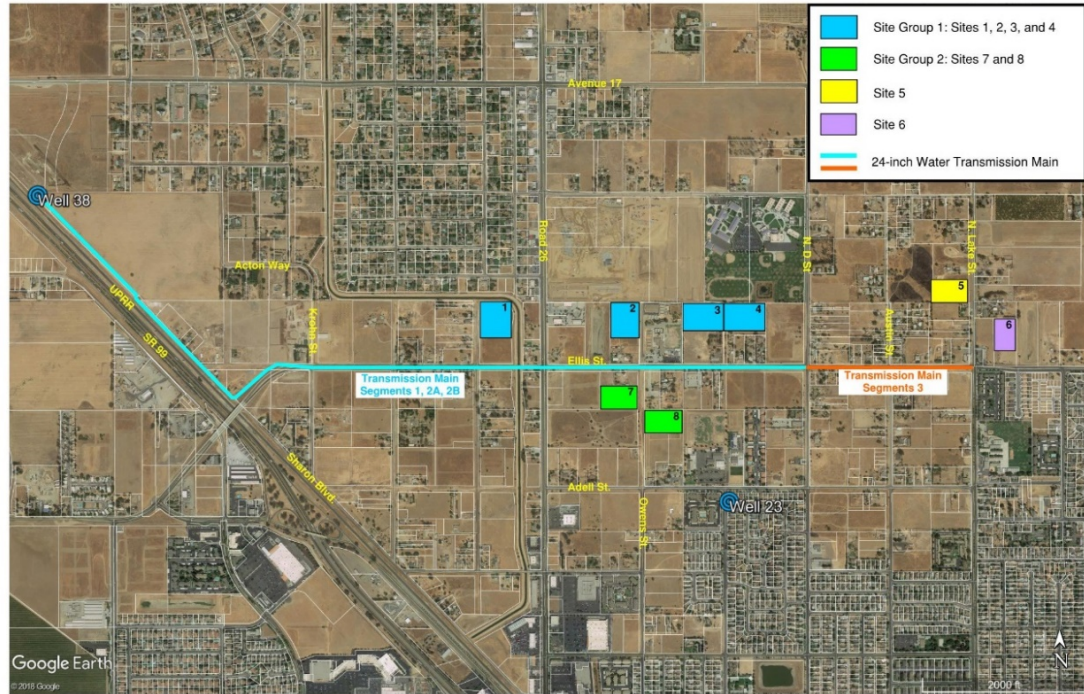


Figure 5 Tank Site Group Locations

Table 11 Tank Site Group Descriptions

Site Group	Sites Included	Site Group Description
Site Group 1	1, 2, 3 and 4	<ul style="list-style-type: none"> All four sites require approximately 500 LF of offsite piping to connect to the proposed 24- inch transmission main. All four sites require the same driveway development All four sites requires approximately 500 LF of Storm Drain facilities to connect to the City’s Planned Storm Drain system
Site Group 2	7 and 8	<ul style="list-style-type: none"> Both sites need approximately 600 LF of offsite piping to connect to the proposed 24- inch transmission main Both sites require the same drive development. Both sites requires approximately 600 LF of offsite storm drain facilities to connect to the City’s Planned Storm Drain system
Site Group 3	5	<ul style="list-style-type: none"> Need approximately 800 LF of offsite piping and the Segment 3 24-inch transmission main to connect to segments 1, 2A and 2B. Site 5 can be directly accessed from N. Lake Street and require minimal driveway development. Site 5 requires approximately 75 LF of offsite storm drain facilities to connect to the City’s Planned Storm Drain system
Site Group 4	6	<ul style="list-style-type: none"> Need approximately 350 LF of offsite piping and the Segment 3 24-inch transmission main to connect to segments 1, 2A and 2B. Site 6 requires driveway development off of Ellis Street. Site 6 requires approximately 25 linear feet of storm drain facilities to connect to the City’s Planned Storm Drain system.

1.8 Tank Site Configuration

Figure 6 shows a conceptual tank site configuration for the 2.5-MG and 3.25-MG tank options, and both include accommodations for a similar size concrete tank to be constructed in the future. Figure 7 shows the 5-MG tank configuration and does not include a future tank. The following are key points of the layout:

- Tank will be approximately 35 feet tall and buried 5 feet, so 30 feet of tank will be visible.
- Larger volume is provided by increasing the tank footprint.
- The perimeter of the site will have a 20-foot landscaping buffer for visual screening.
- Sites range from approximately 2.2 to 2.4 acres.
- Site includes electrical and chemical building, pump station, generator/transformer, yard piping, and parking areas all on site.
- Offsite storm drainage will connect to the planned City Storm Drain facilities.

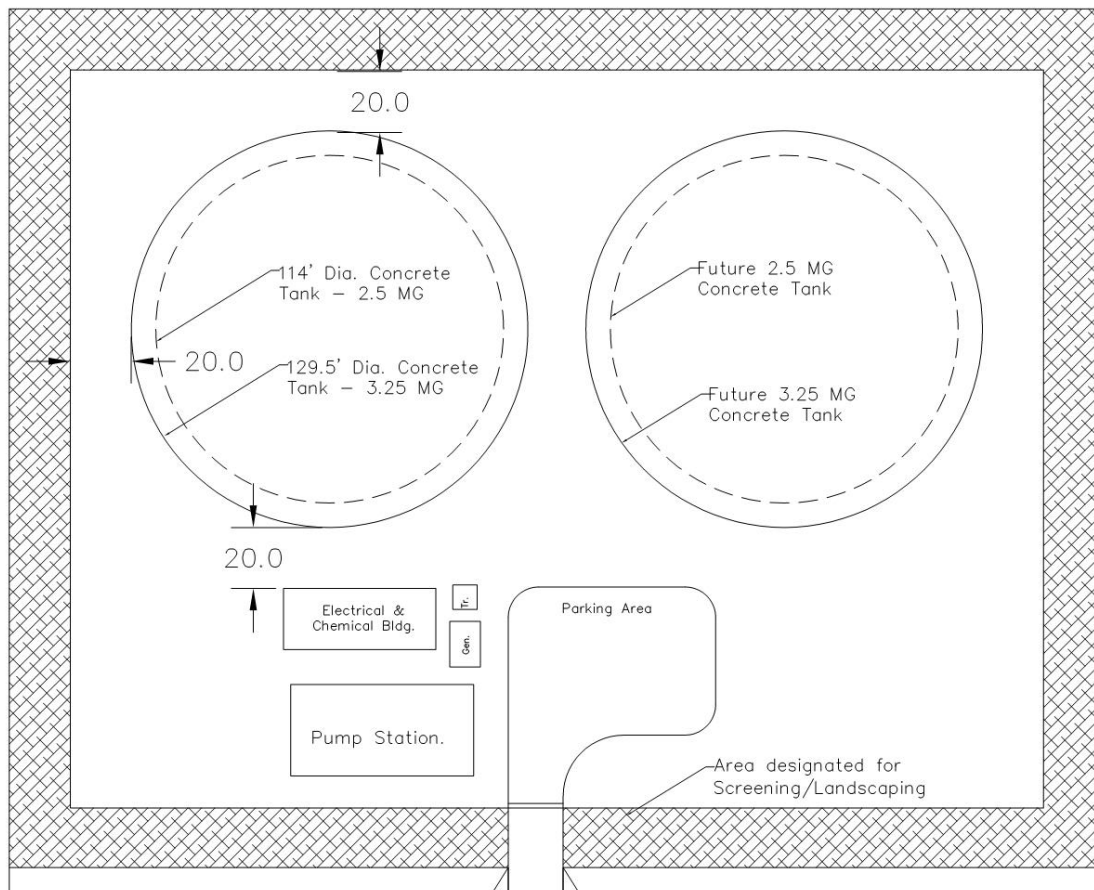


Figure 6 Typical Site Configuration for 2.5 or 3.25-MG Concrete Tank

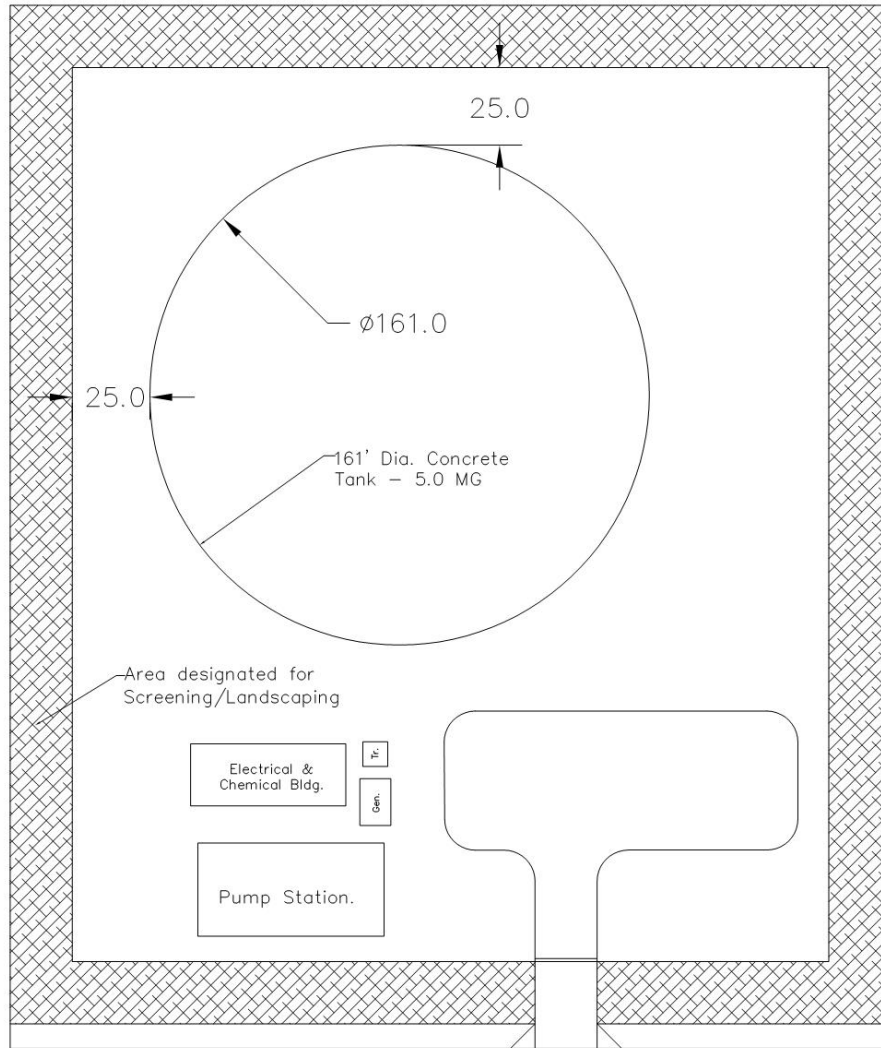


Figure 7 Typical Site Configuration for 5-MG Concrete Tank

1.9 Budgetary Cost Estimate

The budgetary cost estimate has been split into on-site costs and off-site costs. On-site costs include the tank, yard piping, booster pump station, electrical building, screening, and fence and offsite costs include the connection to the transmission main, the transmission main needed to operate the tank, driveway access, and utilities. As discussed in the previous section, the four site groups are defined based on the different offsite costs associated with each group, therefore a budgetary estimate for the three tank sizes options, 2.5, 3.25, and 5 MG, was developed for each site group. The following assumptions were used in developing the budgetary cost estimate.

- Offsite storm drain will connect to City of Madera’s planned storm drain facilities.
- Bore and Jack beneath Madera Irrigation District Lateral 24.2 Canal is a 36-inch steel casing.
- Land cost is not included.
- Total project construction contingency, 20 percent of total direct costs.

- Engineering design, 10 percent of total direct costs.
- Administrative and legal, 5 percent of total direct costs.
- Construction management, 10 percent of total direct costs.

Tables 12, 13 and 14 list the total onsite costs and the total project costs for a 2.5, 3.25, and 5-MG concrete tank, respectively. The costs provided are subject to change once a site selection has been finalized.

Table 12 2.5-MG Concrete Tank Project Budgetary Cost Estimate

Tank Site Groups	Group 1	Group 2	Group 3	Group 4
Sites Included	1, 2, 3, & 4	7 & 8	5	6
Pipe Segments Included	1, 2A, 2B	1, 2A, 2B	1, 2A, 2B, 3	1, 2A, 2B, 3
Tank and Onsite Improvements	\$9,435,000	\$9,435,000	\$9,435,000	\$9,435,000
Access Driveway	\$50,000	\$60,000	\$7,500	\$30,000
Offsite Storm Drain	\$150,000	\$180,000	\$22,500	\$7,500
Transmission Main	\$2,064,500	\$2,064,500	\$2,474,500	\$2,474,500
Tank/Transmission Main Connection	\$100,000	\$120,000	\$180,000	\$60,000
Bore and Jack Beneath Canal	\$470,000	\$470,000	\$470,000	\$470,000
Construction Cost Subtotal	\$12,269,500	\$12,329,500	\$12,589,500	\$12,477,000
Construction Contingency		20 percent		
Construction Contingency	\$2,454,000	\$2,466,000	\$2,518,000	\$2,496,000
Total Construction Cost	\$14,723,500	\$14,795,500	\$15,107,500	\$14,973,000
Engineering		10 percent of construction total		
Administrative and Legal		5 percent of construction total		
Construction Management		10 percent of construction total		
Project Markup Subtotal	\$3,681,000	\$3,699,000	\$3,777,000	\$3,744,000
Total Project Cost	\$18,405,000	\$18,495,000	\$18,885,000	\$18,717,000

Table 13 3.25 MG Concrete Tank Project Budgetary Cost Estimate

Tank Site Groups	Group 1	Group 2	Group 3	Group 4
Sites Included	1, 2, 3, & 4	7 & 8	5	6
Pipe Segments Included	1, 2A, 2B	1, 2A, 2B	1, 2A, 2B, 3	1, 2A, 2B, 3
Tank and Onsite Improvements	\$10,463,000	\$10,463,000	\$10,463,000	\$10,463,000
Access Driveway	\$50,000	\$60,000	\$7,500	\$30,000
Offsite Storm Drain	\$150,000	\$180,000	\$22,500	\$7,500
Transmission Main	\$2,064,500	\$2,064,500	\$2,474,500	\$2,474,500
Tank/Transmission Main Connection	\$100,000	\$120,000	\$180,000	\$60,000
Bore and Jack Beneath Canal	\$470,000	\$470,000	\$470,000	\$470,000
Construction Cost Subtotal	\$13,297,500	\$13,357,500	\$13,617,500	\$13,505,000
Construction Contingency	20 percent			
Construction Contingency	\$2,660,000	\$2,672,000	\$2,724,000	\$2,701,000
Total Construction Cost	\$15,957,500	\$16,029,500	\$16,341,500	\$16,206,000
Engineering	10 percent of construction total			
Administrative and Legal	5 percent of construction total			
Construction Management	10 percent of construction total			
Project Markup Subtotal	\$3,990,000	\$4,008,000	\$4,086,000	\$4,052,000
Total Project Cost	\$19,948,000	\$20,038,000	\$20,428,000	\$20,258,000

Table 14 5 MG Concrete Tank Budgetary Cost Estimate

Tank Site Groups	Group 1	Group 2	Group 3	Group 4
Sites Included	1, 2, 3, & 4	7 & 8	5	6
Pipe Segments Included	1, 2A, 2B	1, 2A, 2B	1, 2A, 2B, 3	1, 2A, 2B, 3
Tank and Onsite Improvements	\$12,503,000	\$12,503,000	\$12,503,000	\$12,503,000
Access Driveway	\$50,000	\$60,000	\$7,500	\$30,000
Offsite Storm Drain	\$150,000	\$180,000	\$22,500	\$7,500
Transmission Main	\$2,064,500	\$2,064,500	\$2,474,500	\$2,474,500
Offsite Piping Cost	\$100,000	\$120,000	\$180,000	\$60,000
Bore and Jack Beneath Canal	\$470,000	\$470,000	\$470,000	\$470,000
Construction Cost Subtotal	\$15,337,500	\$15,397,500	\$15,657,500	\$15,545,000
Construction Contingency	20 percent			

Table 14 5 MG Concrete Tank Budgetary Cost Estimate (continued)

Tank Site Groups	Group 1	Group 2	Group 3	Group 4
Construction Contingency	\$3,068,000	\$3,080,000	\$3,132,000	\$3,109,000
Total Construction Cost	\$18,405,500	\$18,477,500	\$18,789,500	\$18,654,000
Engineering	10 percent of construction total			
Administrative and Legal	5 percent of construction total			
Construction Management	10 percent of construction total			
Project Markup Subtotal	\$4,602,000	\$4,620,000	\$4,698,000	\$4,664,000
Total Project Cost	\$23,008,000	\$23,098,000	\$23,488,000	\$23,318,000

1.10 Construction Phasing Options

The demand analysis presented three different water storage options.

- Constructing a single 2.5-MG tank at this time and a second 2.5-MG tank in 2030.
- Constructing a single 3.25-MG tank at this time and an additional tank in the future.
- Constructing a single 5.0-MG tank.

Using the tank site capital costs presented in Tables 12, 13, and 14, the total cost of tank ownership for each option, including financing costs, is presented in Table 15 for comparison purposes.

Hydraulic modeling scenarios show that the system currently cannot fully utilize more than 2.0 MG of operational storage without additional supply and growth in demand. If operations are not changed during low demand periods or if demand growth does not occur, the tank will have a low water turnover rate which may lead to water quality issues that could include excessive water age and disinfection residual loss.

Table 15 Total Financed Cost of Each Tank Size

	2.5 MG Concrete Tank	2.5 MG Concrete Tank (Future)	3.25 MG Concrete Tank	5 MG Concrete Tank
Tank Site Capital	\$9,435,000	\$6,447,000	\$10,463,000	\$12,503,000
Years Financed	2020-2050	2030 - 2060	2020-2050	2020-2050
Total Financed	\$18,413,000	\$12,582,000	\$20,419,000	\$24,400,000

Notes:

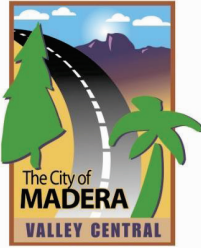
- (1) A 5 percent interest rate is used as the typical bond finance rate.
- (2) A 2.56 percent rate is used to project present worth.

1.11 Conclusions and Recommendations

Based on the results of the analyses described in this technical memorandum, Carollo recommends that the City move forward with the design and construction of a 2.5-MG prestressed concrete tank and associated transmission main. Constructing a 2.5-MG tank will allow the City to achieve its goals of improving system reliability in the short- and medium-term to serve existing users at the lowest capital cost. A 2.5-MG tank will meet system storage requirements and will also include a 20 percent volume buffer for drought resilience and future growth in demand in the short- and medium-term.

Appendix A

DEMAND ANALYSIS



CITY OF MADERA

TECHNICAL MEMORANDUM

NORTHEAST TANK DESIGN SUPPORT

Preliminary

April 2019

AKEL
ENGINEERING GROUP, INC.



April 18, 2019

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

Attention: Mrs. Ellen Bitter, P.E.
Project Manager

Subject: Technical Memorandum – Northeast Tank Design Support

Dear Ellen:

We are pleased to submit this letter report documenting the hydraulic analysis results and evaluation of tank and booster station sizing options for the Northeast Madera Tank Facility (NE Tank). This analysis evaluates the tank and booster station sizing options, as well as the potential for phasing the tank construction based on system capacity and demand needs. The evaluation is intended to aid City staff in the design and decision making process for the construction of the NE Tank.

1.0 BACKGROUND AND PURPOSE

The City of Madera completed their Water System Master Plan in September 2014 (2014 WSMP), and which planned for the phased and orderly growth of the water infrastructure to meet the development needs of the 2009 General Plan. This Master Plan evaluated the need for improvements to service growth and specifically, supply requirements due to adverse water quality conditions in parts of the City. Two alternatives were evaluated within the 2014 WSMP:

- **Alternative 1:** Continue to place wells where development occurs, and treat the wells that have adverse water quality conditions.
- **Alternative 2:** Construct two new tanks on the east side of the system, and utilize booster stations to meet the demands of a new east pressure zone. This alternative was selected as the “Preferred” alternative for servicing future development.

Subsequent to the 2014 WSMP, California experienced the worst drought in its modern history. The City of Madera was impacted significantly, with multiple well failures over the course of the drought. As such, the City has begun the process of designing the first tank site, and evaluating phasing options.

Akel Engineering Group (AEG) entered into a contract with the City of Madera to complete a hydraulic model evaluation of the tank and associated booster pump station, and to provide design support services for the sizing of each. This letter report documents the results of the evaluation.

2.0 PLANNING ASSUMPTIONS

Several meetings were conducted with City staff to outline the growth planning assumptions for the City of Madera, and to identify a near-term planning phase for the tank implementation. City staff generally consider the initial phase of the tank site to be a ten-year project, with growth being reassessed as development conditions change. In an effort to identify the areas of potential growth within the 10-year planning horizon, AEG met with City planning and engineering staff to identify broad areas of planned development.

2.1 Land Use Planning

The land use planning evaluation that was included as part of this analysis was based on the General Plan land use, and areas specifically identified by City staff as having the potential to develop within the next 10 years. Seven specific areas were identified by staff for development in the 10 year horizon, and as shown on [Figure 1](#). Each area was labeled for reference purposes and the buildout population of the area was documented based on the General Plan land use densities.

2.2 Population Planning

In order to adequately plan the 10 year growth period, current City-wide population growth projections were evaluated for the purposes of accurately projecting the demand needs of the future population. With respect to population planning, several recent planning documents were evaluated as shown on [Figure 2](#) and included in the following:

- **2014 Water System Master Plan (2014 WSMP):** This estimating methodology assumed 3.5% compounding annual growth with a baseline year of 2010. This methodology resulted in an approximate population of 220,000 people by the year 2047.
- **2015 Urban Water Management Plan (2015 UWMP):** The methodology revised the 2014 WSMP projections, and utilized a 2.0% compounding annual growth rate, with a baseline year of 2015. This methodology resulted in an approximate population of 120,000 people by the year 2047.
- **Vision 2025 General Plan EIR:** This document provided a single population estimate for 2030, and which was estimated at approximately 180,000 people.

Based on feedback from City staff, the 2014 WSMP was considered overly conservative, while the 2015 UWMP may not have adequately projected the potential growth potential within the City. Thus, a combination of the two methodologies was assumed in an effort to provide a more realistic planning projection. Accordingly, 2018 through 2032 population growth was estimated at 2.0% compounding annual, and 3.5% thereafter.

The planning areas are shown on **Figure 1** and described as follows:

- **Area 1:** This area is located in the northeastern-most portion of the planning area, and also at a distinctly higher ground elevation. Due to the ground elevation, service of this area would require a new pressure zone. This may be accomplished by isolating the new tank and providing pressure relief valves into the City, or a new separate pump specifically for service of this area. The buildout population is expected at approximately 16,800 residents, with a 10-year development population of 5,800.
- **Area 2:** This area is expected to develop in the near-term due to the addition of the new high school, and was thus included in the analysis. The buildout population is expected at approximately 6,400 residents, with a 10-year development population of 2,200.
- **Area 3:** This area has seen new development recently, and that development is expected to continue in the coming years. The buildout population is expected at approximately 3,700 residents, with a 10-year development population of 1,300.
- **Area 4:** This area has seen new development recently, and that development is expected to continue in the coming years. The buildout population is expected at approximately 10,900 residents, with a 10-year development population of 3,700.
- **Area 5:** This area is expected to begin development in the next 10 years, and master planned communities are currently being explored in this location. The buildout population is expected at approximately 10,900 residents, with a 10-year development population of 3,700.
- **Area 6:** This area is develop related to the community college plans. The buildout population is expected at approximately 6,500 residents, with a 10-year development population of 2,200.
- **Area 7:** This area is located adjacent to existing development and has been projected as a point of development in the near term planning horizon. The buildout population is expected at approximately 4,400 residents, with a 10-year development population of 1,500.

3.0 WATER SYSTEM DEMANDS

The evaluation study water demands were based on the 2014 WSMP methodology and the revised population planning assumptions discussed in a previous section. As part of this evaluation, recent production trends were evaluated to determine overall water use within the City.

The 2014 WSMP based the per capita consumption factors on the 2010 UWMP factor of 190 gallons per day per capita. The City, concurrent with the Master Plan, completed a full-scale metering program of the City water customers. As such, production has been consistently dropping (**Figure 3**). Accordingly, the gallons per day per capita values are decreasing with time as well, and as of 2017, had fallen to 124 gallons per day per capita (**Figure 4**).

Due to the extreme drought from 2012 to 2017 and the uncertain nature of water demands rebounding during periods of wetter weather, staff chose to rely on a conservative factor of 155 gallons per day per capita for planning the water system. Thus, this analysis relies on the updated planning and population assumptions documented in Section 2 of this report, and the 155 gallons per day per capita use factor. Based on these assumptions, the 2047 water demand is estimated at 22.7 million gallons per day (mgd) during average day demand conditions. This is approximately half of the 2014 WSMP estimate of 41.7 mgd ([Figure 5](#)).

4.0 NORTHEAST TANK SIZING ANALYSIS

The revised demands and 10-year development areas were used as the basis of sizing the northeast tank. A matrix was developed as part of the evaluation process, and is documented on [Table 1](#).

4.1 Evaluation Summary

The tank sizing analysis included 15 modeling scenarios that focused on the following:

- **Planning Year.** The hydraulic modeling scenarios evaluated 2022 demands for the tank initial operations, as well as 2032 demands for the extended viability of tank operations.
- **Well Supply.** Supply scenarios, including well outages, were evaluated to determine the impact on the water systems ability to replenish the tank.
- **Northeast Tank Facility.** The scenarios evaluated whether the tank was online, the size of the tank, and the booster station size that discharged the tank volume to the system.
- **Transmission Main Segments.** Several core transmission main segments were evaluated for their need to meet system criteria, as well as their ability to convey the tank discharge to the system. These segments are also required to replenish the tank from the existing well supply.
- **Analysis Results.** The analysis results are based on the parameters set forth in the categories listed above. The results document the daily tank depletion and replenishment, the loss of volume if applicable, the site pressure setting, and pressures for various locations. Finally, the results qualify whether the scenario is capable of meeting the system performance and criteria, and whether the scenario is operationally sustainable.

4.2 Evaluation Results

The hydraulic evaluation considered varying alternatives for tank sizing, pump station sizing, and transmission main segmenting. The transmission main segments, tank and pump location, and the existing system are documented on [Figure 6](#) for ease of reference. The following sections discusses the needs for each category.

4.2.1 Storage Tank Sizing

The storage tank location was based on preliminary land availability and hydraulic significance. The design team will provide a more detailed evaluation of the locations, and based on other factors. Preliminary sites were identified by the design team, and are documented in [Appendix A](#). This evaluation coincides more closely with locations 3 and 4 of the appendix.

The evaluation results indicate that two tank sizes are feasible for current operations and for operations within the 10 year planning horizon. The sizes were determined through an iterative process that involved evaluating the ability to deplete and replenish the storage reservoir within the maximum day, as well as the need to service future growth in the eastern portion of the City. These sizes are documented as follows:

- **2.5 Million Gallon (MG) Storage Reservoir:** This size meets maximum day demand requirements, as well as providing good turnover during maximum day conditions.
- **3.25 MG Storage Reservoir:** This size meets maximum day demand requirements, as well as providing additional volume during drought periods to relieve supply wells. However, this tank size may require additional operational efforts to utilize the full volume.

4.2.2 Pump Station Sizing

The analysis indicated that there are limitations within the existing system that do not allow for extended high volume pumping. The addition of transmission main segments allow for volumes up to 5,000 gpm, without adverse velocity impacts on the existing distribution system. Thus, this analysis assumed 5,000 gpm pumping for each scenario that included the storage reservoir.

4.2.3 Transmission Mains

The analysis evaluated the potential impacts of five segments, and which were also identified in the 2014 WSMP. It should be noted that the diameter and location of the transmission mains were updated to accommodate the change in location of the tank. The water main descriptions are shown in [Figure 6](#) and as follows:

- **Segment 1:** This 24-inch segment is adjacent to the tank and connects the 14-inch water main in D Street to the 12-inch water main in Country Club Drive, along Ellis Street.
- **Segment 2A:** This 24-inch segment connects to the 12-inch water main in Country Club Drive and proceeds west along Ellis Street to Sharon Boulevard.
- **Segment 2B:** This 24-inch segment connects Segment 2A to Well 38 along Sharon Boulevard.
- **Segment 3:** This 24-inch segment connects the 14-inch water main in D Street to the 12-inch water main in Ellis Street, along Ellis Street.

- **Segment 4:** This 12-inch segment connects to Segment 2A and jogs across State Route 99 via the Ellis Street overcrossing, and connecting to the existing 12-inch pipeline in Kennedy Street. The segment begins again as a 12-inch at Foxglove Way, and continues south along Granada Drive and connects to the existing 12-inch just north of Cleveland Avenue. This segment also includes the construction of Well 37.
- **Segment 5:** This 12-inch segment connects to the existing 12-inch on A Street, and continues along Road 28 and Tozer Street and connects to the existing 12-inch in Clinton Street.

Based on the hydraulic analysis results, and the ability of the tank to fill and deplete, Segments 1, 2A, 2B, and 3 are critical to the operational sustainability of the Northeast Tank facility. **Figure 7** documents the pressures in the event of a fire at Pershing Elementary School. As shown, the pressures are capable of meeting fire flow requirements with Segments 1, 2A, and 2B. However, **Figure 8** documents the tanks percent full during the same fire. As shown on the lower portion of the graphic, the tank fully depletes during the fire. Thus, Segment 3 is also recommended. It should be noted that this is also affected by the criticality of Well 23, which is the primary source of supply in the northeastern portion of the City.

5.0 CONCLUSIONS

The land use and population planning estimates results in approximately 21,200 new residents within the City of Madera by the year 2032 (**Figure 1**). Based on the increase in population and associated water demand, the City is proactively planning a critical piece of infrastructure related northeast side of town, and which has historically had lower pressures due to ground elevation. Additionally, the failure of wells in this location, and poor water quality, has necessitated the construction of the Northeast Tank Facility, and which was documented in the 2014 WSMP.

The analysis results were documented on **Table 1** and indicate that a 2.5 MG tank, with a 5,000 gpm booster station are sufficient to meet the water demand needs of the northeast area for the next 10 years. It should be noted that, in order to adequately convey water to and from the tank, and meeting fire flow requirements, transmission main segments 1, 2A, 2B, and 3 are recommended (**Figure 6**).

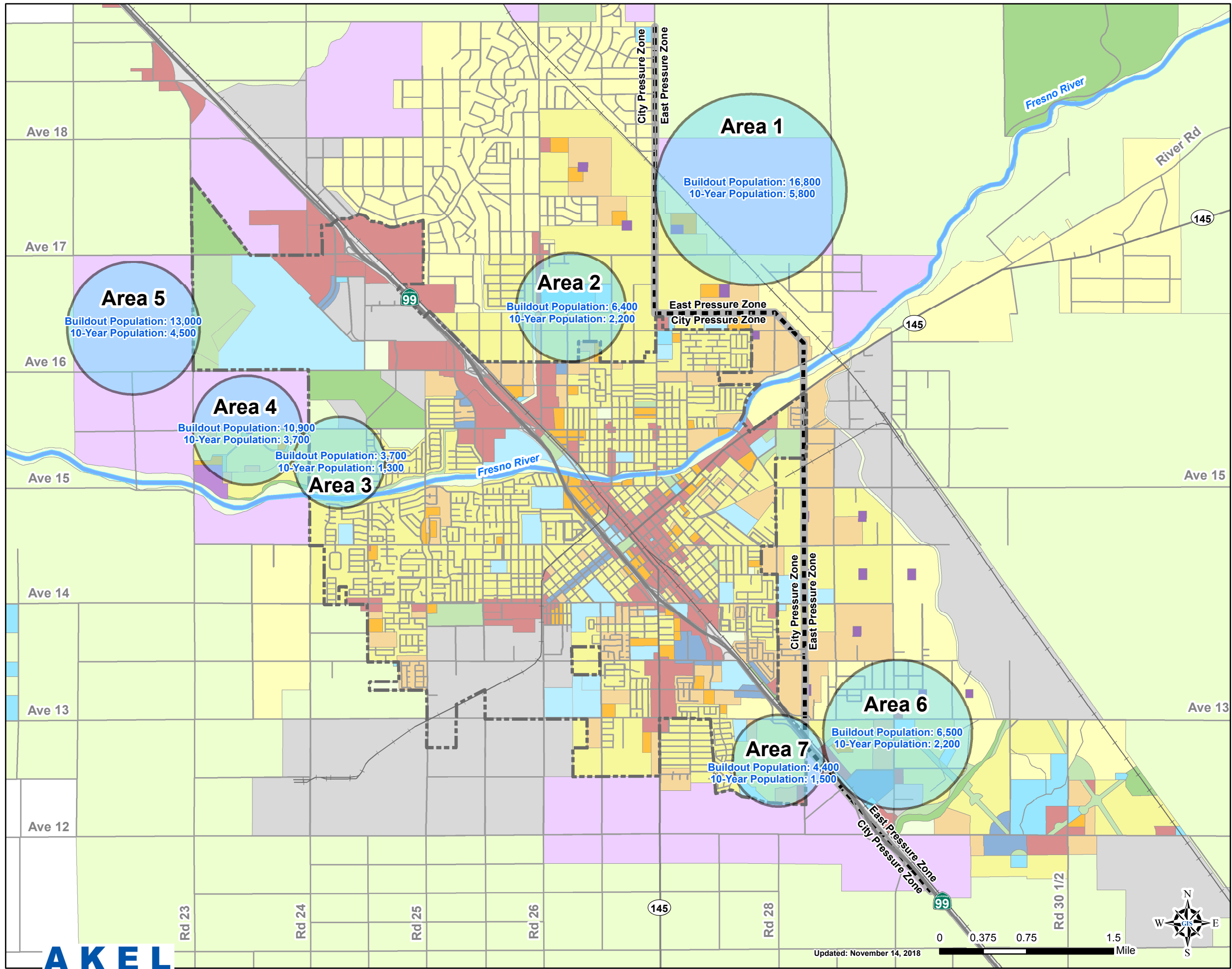
It was a pleasure working with you; Keith Helmuth, City Engineer; and other City staff on this project.

Sincerely,

AKEL ENGINEERING GROUP, INC.

Tony Akel, P.E.
Principal

FIGURES



Legend

- Streets
- Highways
- Railroads
- City Limits
- Pressure Zone Boundary
- Fresno River

General Plan Land Use

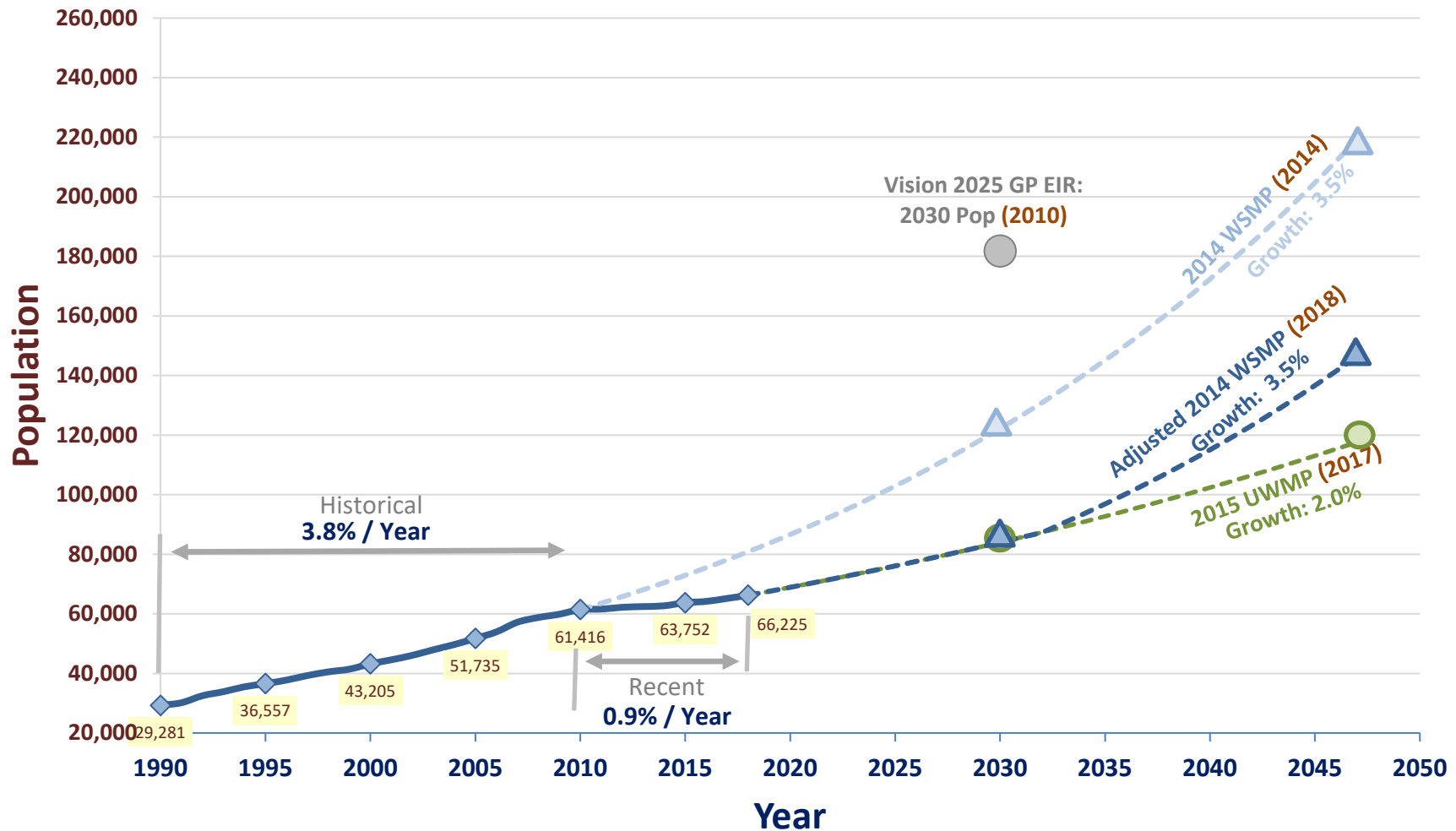
- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential
- NMU - Neighborhood Mixed Use
- VMU - Village Mixed Use
- VR - Village Reserve
- OS - Open Space
- RC - Resource Conservation/Agriculture
- P&SP - Other Public and Semi-Public Uses

Note: 10-Year Planning Areas as identified by City Planning Staff on 11/6/2018

PRELIMINARY

Figure 1
10-Year Planning Areas
 Northeast Tank Design Support
 City of Madera





LEGEND

- Historical Population
- - - Growth - 2015 WSMP
- - - 2015 UWMP
- - - Adjusted WSMP

Notes:

1. Percentages shown are compounding.
2. Vision 2025 GP EIR per General Plan Update Draft EIR Table 4.3-1.
3. Estimated Vision 2025 GP population per Future Land Use, GP densities, and 3.2 people per dwelling unit.

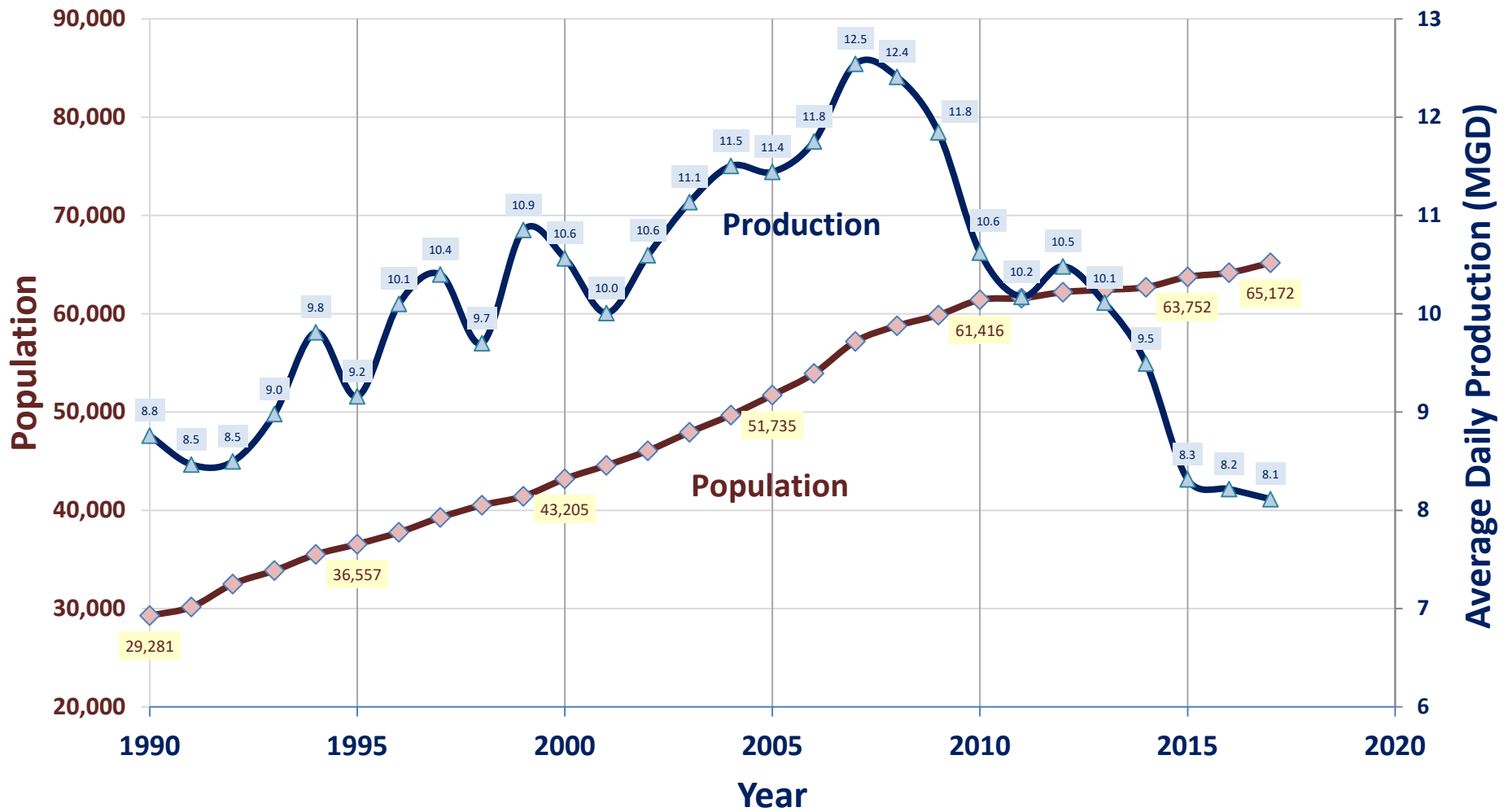
PRELIMINARY

October 25, 2018

Figure 2
Historical and
Projected Population

Northeast Tank
 City of Madera





LEGEND

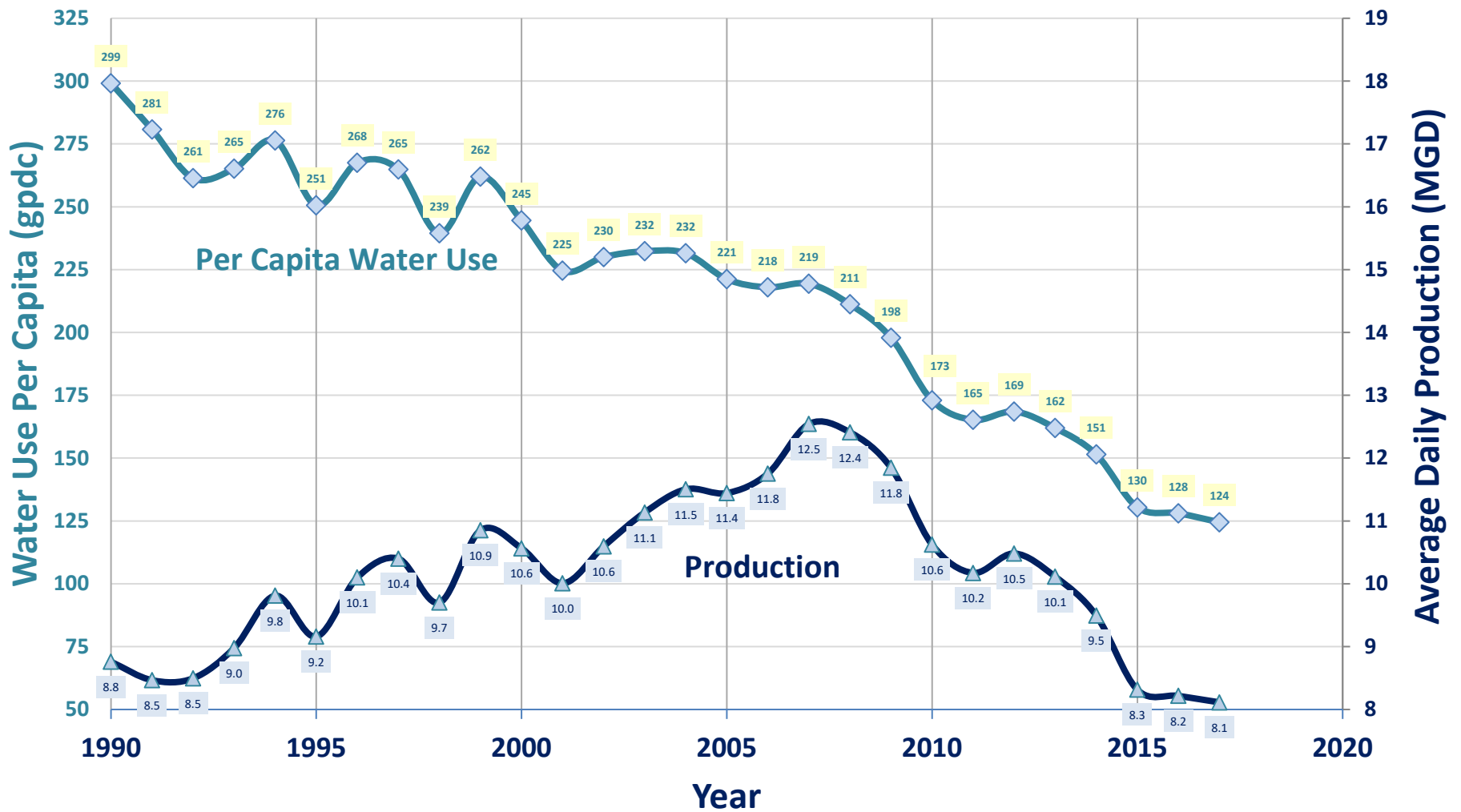
- ◆ Population
- ▲ Average Daily Production (MGD)

PRELIMINARY

Figure 3
Historical Population vs.
Average Daily Production
 Northeast Tank
 City of Madera



October 25, 2018



LEGEND

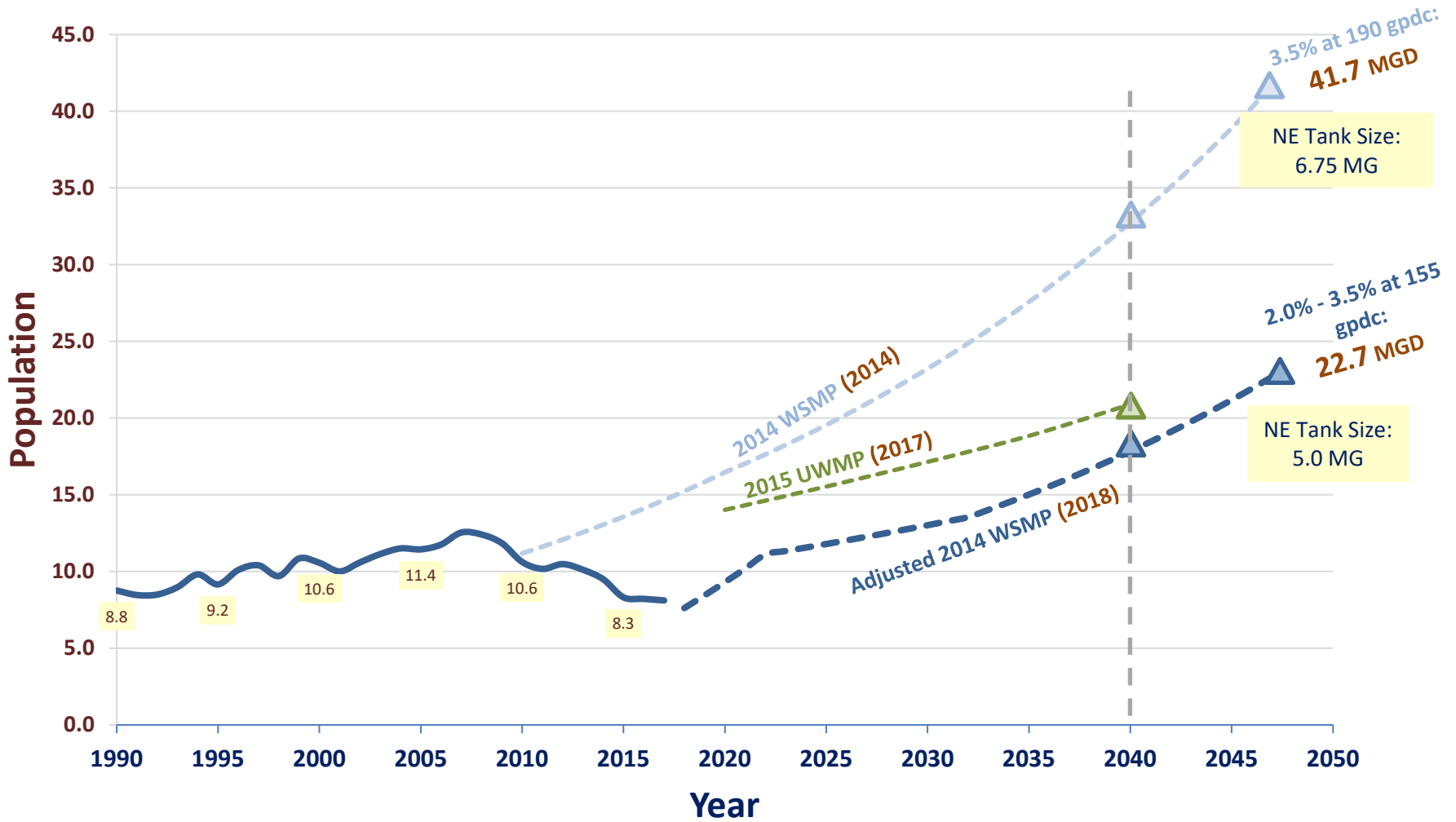
- ◆ Per Capita Consumption (gpcdc)
- ▲ Average Daily Production (MGD)

PRELIMINARY

Figure 4
Water Use Per Capita vs.
Average Daily Production
 Northeast Tank
 City of Madera

October 25, 2018





LEGEND

- Historical Production
- - - Growth - 2014 WSMP
- - - 2015 UWMP
- - - Adjusted WSMP

Notes:

1. Percentages shown are compounding.
2. Vision 2025 GP EIR per General Plan Update Draft EIR Table 4.3-1.
3. Estimated Vision 2025 GP population per Future Land Use, GP densities, and 3.2 people per dwelling unit.
4. 2018 Projection assumes 2.0% growth through 2032 and 3.5% thereafter.

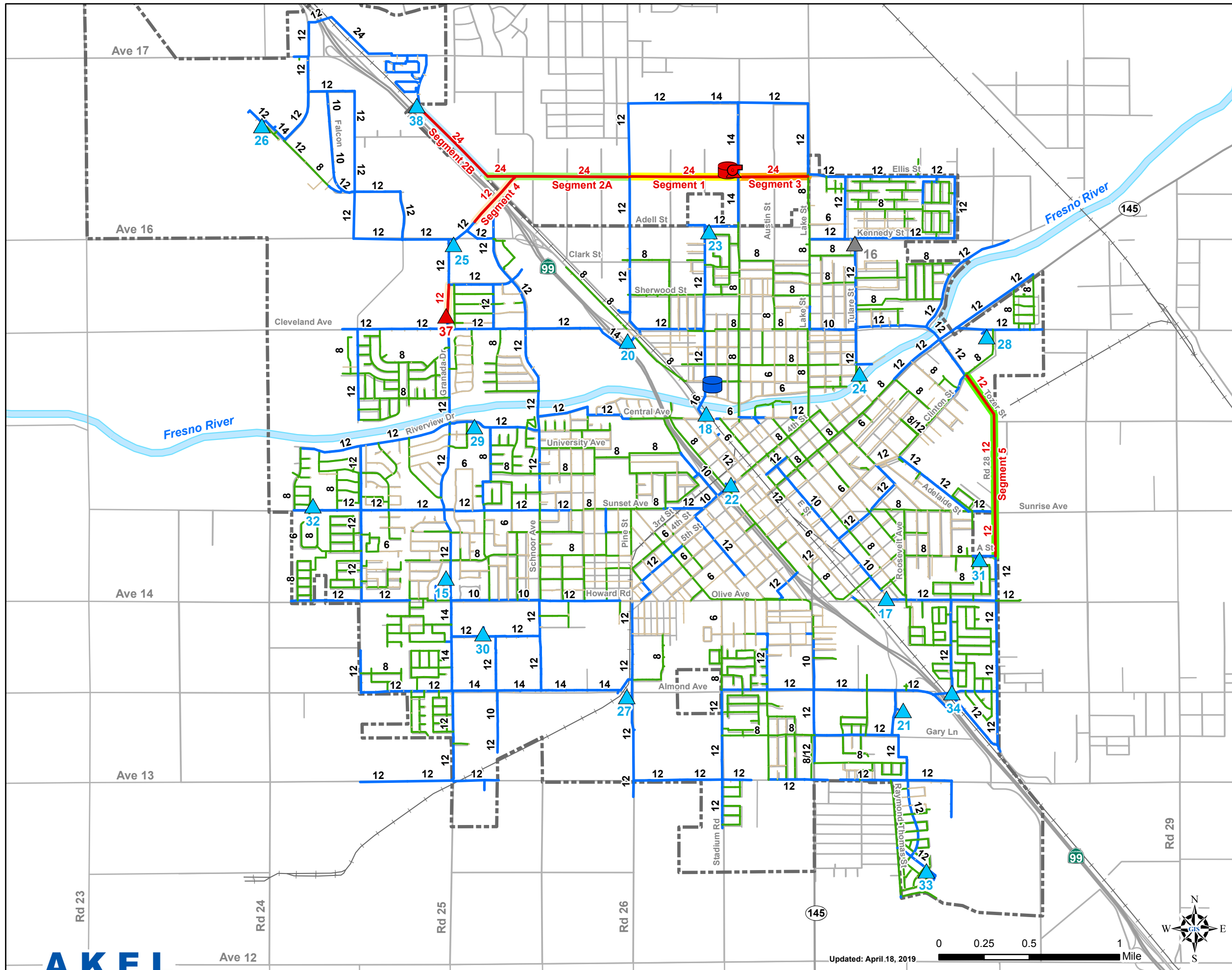
PRELIMINARY

October 25, 2018

**Figure 5
Demand Projections**

Northeast Tank
City of Madera





Legend

- North East Tank
- Well 37
- Lift Station

Proposed Infrastructure

- Segment 1
- Segment 2A
- Segment 2B
- Segment 3
- Segment 4
- Segment 5

Existing System

- 1 MG Tank
- Wells
- Well not in Use

Pipes


- 6" or Less
- 8"
- 10" or Greater

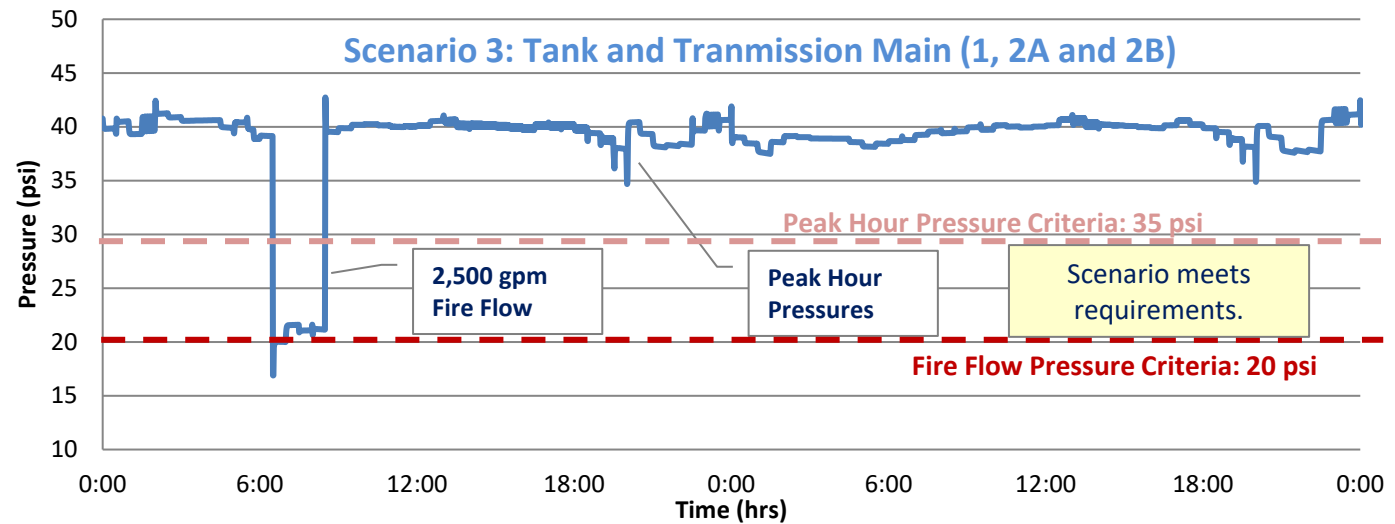
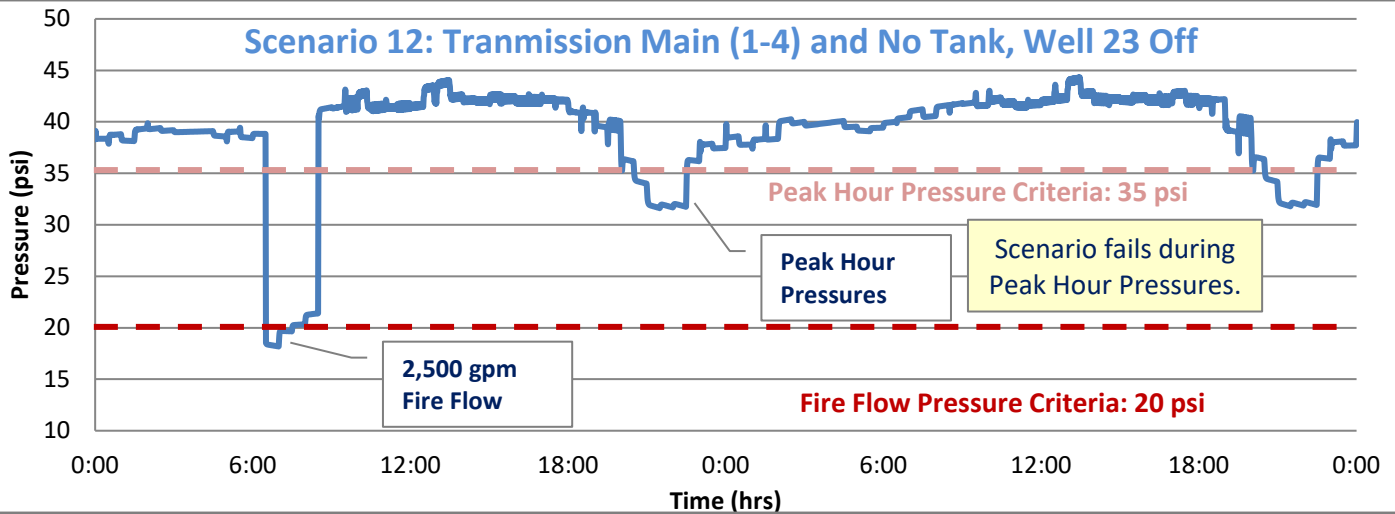
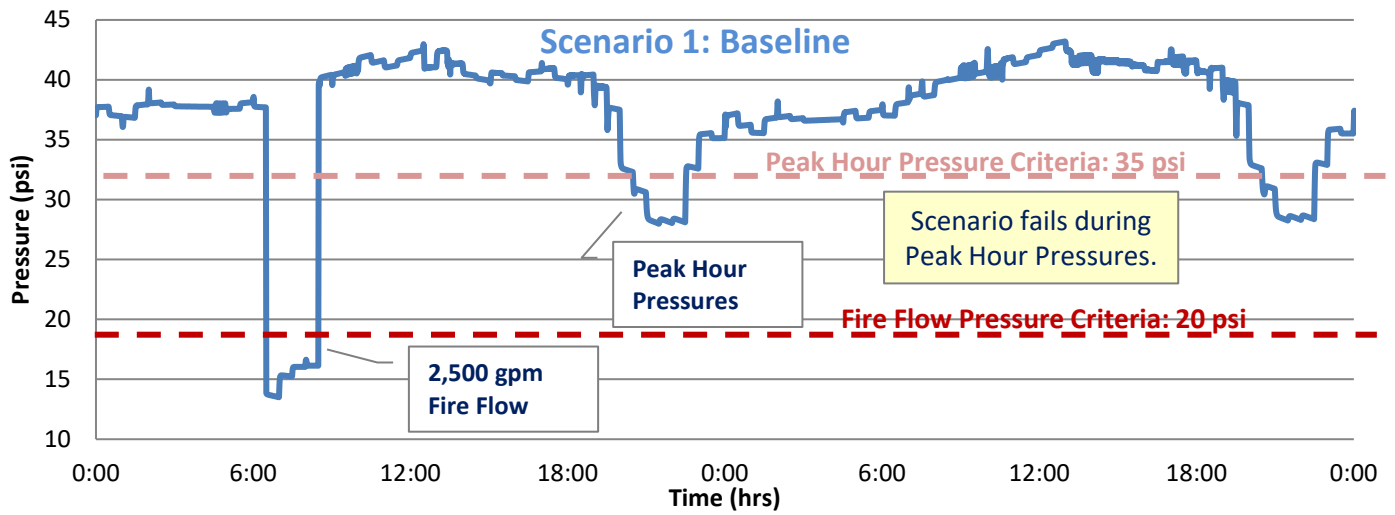
- City Limits
- Railroads
- Streets

PRELIMINARY

**Figure 6
Infrastructure Alternatives**

Northeast Tank Design Support
City of Madera





NOTES:

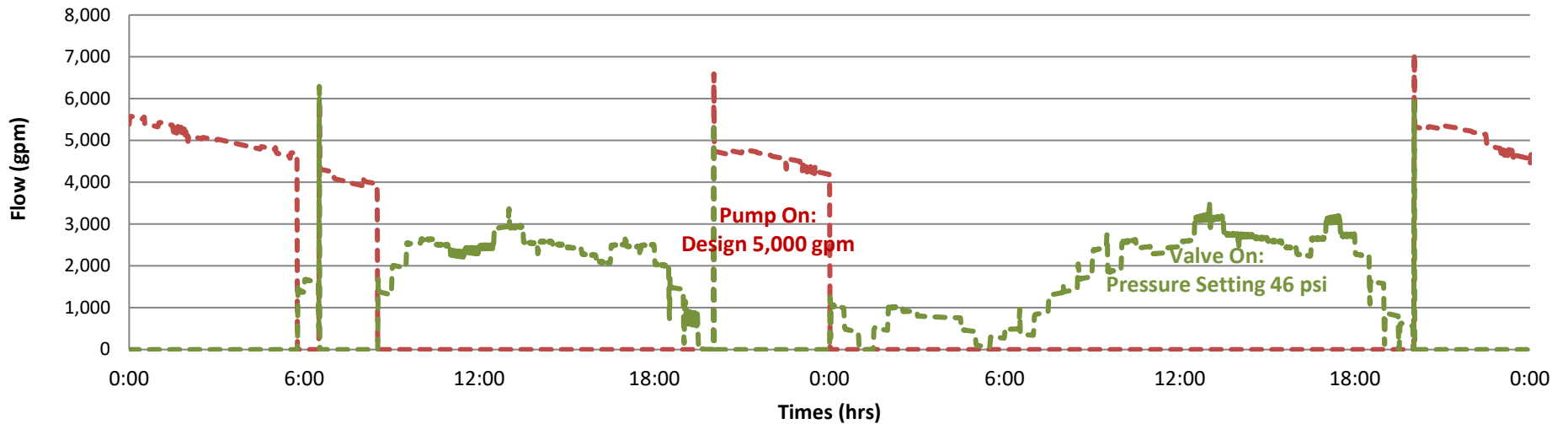
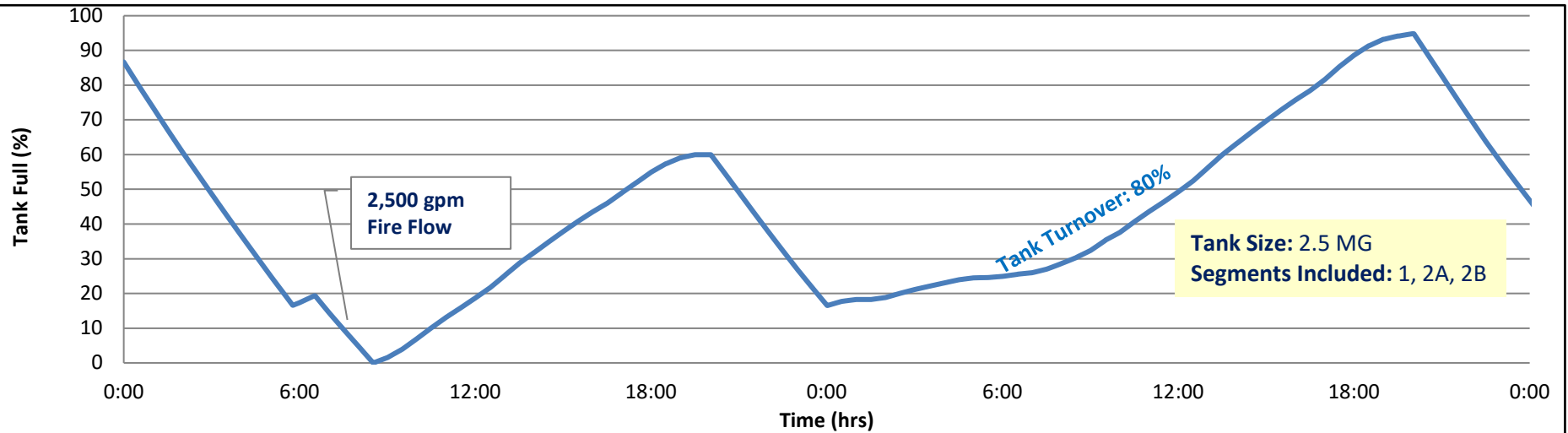
1. Pressures shown at the John J. Pershing Elementary School during Maximum Day Demands.

PRELIMINARY

**Figure 7
Tank Justification**

NE Tank Design Support
City of Madera





LEGEND

- Tank % Full
- - - Pump Station Flows
- - - Fill Valve Flows

NOTES:

1. 2022 Maximum Day Demand conditions.
2. Segments 1, 2A and 2B are active.

PRELIMINARY

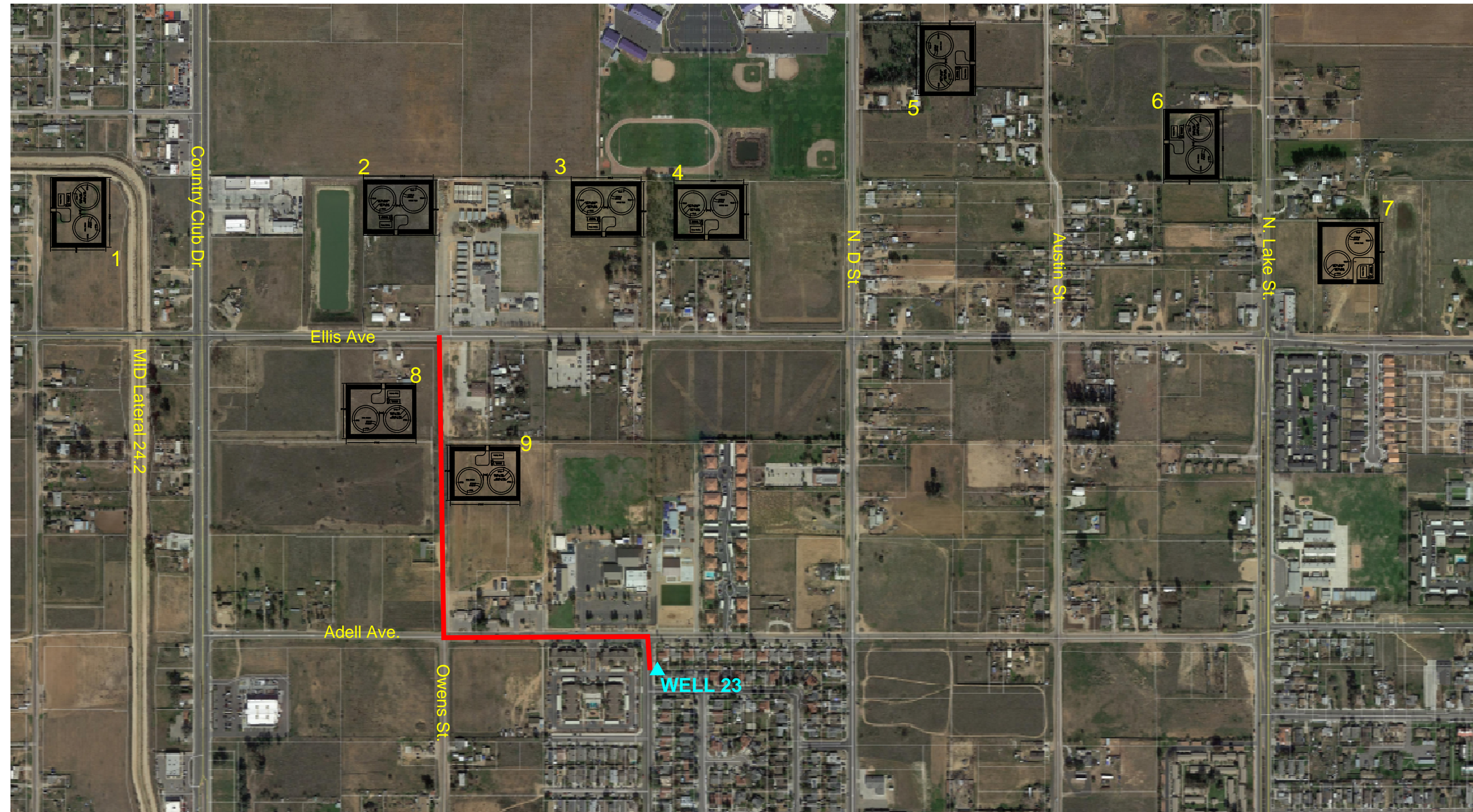
Figure 8
Tank Operations
 (Minimum Req. New Facilities)
 Northeast Tank Design Support
 City of Madera



December 31, 2018

TABLES

APPENDIX



1

2

3

4

5

6

7

8

9

WELL 23

Country Club Dr

Ellis Ave

Adell Ave.

Owens St.

MID Lateral 24.2

N.D. St.

Austin St.

N. Lake St.

Appendix B

TRANSMISSION MAIN ROUTING ANALYSIS



February 20, 2019

Paul Amico
Project Manager
Carollo Engineers, Inc.
710 W Pinedale Ave
Fresno CA 93711

Subject: Updated Madera Water Tank and Pipeline Project: Route Analysis

Dear Paul:

The purpose of this letter is to provide an updated summary of the findings from the preliminary research of the possible routes for the large-diameter water transmission line along Ellis Avenue to Well 38. The Alternative Routes Exhibit attached shows three possible routes for the line to get from Ellis Avenue to Well 38. Noteworthy differences between these three routes are summarized below in order to help facilitate the decision-making process in choosing a route. The updates reference easement acquisition information for Route #3 as well as dry utility information received subsequent to the initial route analysis provided via letter dated February 7, 2019. All other items remain unchanged and remain intact in this letter.

The research efforts included a desktop analysis of biological considerations, request of existing utility information from several companies in the area, coordination with the County of Madera and Madera Valley Water in search of existing sewer and water lines, and research of existing Right of Ways and easements for the various routes.

The biological analysis did not result in any route or tank site having a higher risk than another as far as causing impacts to sensitive biological resources. It was concluded that there is a low risk that areas along the routes would support sensitive natural communities, special-status plant species, or most special-status wildlife species that occur in the region. However, an on-site survey may reveal specific areas where impacts would be more likely to occur. None of the potential tank sites were included in the Cortese list for UGST and other hazards and are all in an area of minimal flood hazard.

The dry utility research showed that AT&T and Comcast facilities in the project area are primarily overhead, but buried cable and conduit does exist. These underground utilities are mainly outside of the roadway except for where they cross streets. Level 3 fiber services also exist in the area, once again, mainly outside of the roadway, but its location should be positively identified in the design stage as these are fiber optic lines that provide services to businesses, agencies, and citizens, where interruption would be costly and disruptive to the community. PG&E plats were received after the initial route analysis letter and show that PG&E has underground gas and electrical throughout the area. The utility crossings are shallow compared to the proposed water pipeline and do not pose significant conflicts for

this alignment analysis. See attached Underground Facilities Summary Exhibit for an overview of the project area.

Route #1: This pipeline route goes from Well 38 north to Avenue 17, then east on Avenue 17 to Road 26, then south on Road 26 to Ellis Avenue, then east on Ellis Avenue

- **Right of Way:** Avenue 17 and Road 26 are fully constructed streets with curb and gutter and at least 80 feet of Right of Way. Both streets have two lanes each way with a turn lane down the middle. There looks to be at least a plan to acquire Right of Way from the dead end of Sharon north to Avenue 17.
- **Existing Water Line:** Madera Valley Water has an existing 12" water line near the south curb in Avenue 17 from just east of the canal past Road 26. This line continues north crossing Avenue 17 at Hill Drive and just east of the canal.
- **Canal Crossing:** The proposed pipeline would have to cross the existing MID Canal on Avenue 17 where there is an existing culvert supporting a fully built out road with curb and gutter. Whether local agencies would require the pipe be attached to the culvert, bored under the culvert, or the culvert can to be open cut to lay the pipe is unknown at this time.

Route #2: This route goes southeast from Well 38 along Sharon Blvd, then heads east at a point south of Acton Way to Krohn Street, then south on Krohn Street to Ellis Avenue, then east on Ellis Avenue.

- **Right of Way:** Ellis Avenue and Krohn Street have at least 80 feet of Right of Way. Ellis Avenue has one lane in each direction with shoulders and Krohn Street is dirt for approximately 750 feet north of Ellis and becomes a roughly paved road with minimal striping as it turns along action way. There is no Right of Way heading west from the bend at Action Way and Arnold Way to Sharon Blvd. There is an easement for other purposes along this leg, but an additional easement would be necessary to construct the proposed pipeline. Sharon Blvd has at least 60 feet of Right of Way.
- **Canal Crossing:** The proposed pipeline would have to cross the existing MID Canal on Ellis Avenue where there is an existing culvert supporting a paved road with shoulders. Whether local agencies would require the pipe be attached to the culvert, bored under the culvert, or the culvert can to be open cut to lay the pipe is unknown at this time.

Route #3: This route heads southeast from Well 38 along Sharon Blvd all the way to Ellis Avenue, then northeast along the new overpass and then east along Ellis Avenue.

- **Right of Way:** Ellis Avenue has at least 80 feet of Right of Way from CA 99 to Road 27 and Sharon Blvd has at least 60 feet of Right of Way. There is an existing sewer easement along the overpass which would need to be widened at least 10 feet to ensure a 10-foot separation between the existing sewer pipe and proposed water line. Easement acquisition would be necessary over parcels 038-050-001, 002, 003, 004, 007, 008, and possible 006.
- **New Construction:** The proposed pipeline would have to pass through a portion of the newly constructed overpass on Ellis Street just west of Krohn Street.

February 7, 2019

- **Canal Crossing:** As in Route #2, the proposed pipeline would have to cross the existing MID Canal on Ellis Avenue. Whether local agencies would require the pipe be attached to the culvert, bored under the culvert, or the culvert can to be open cut to lay the pipe is unknown at this time.

Sincerely,



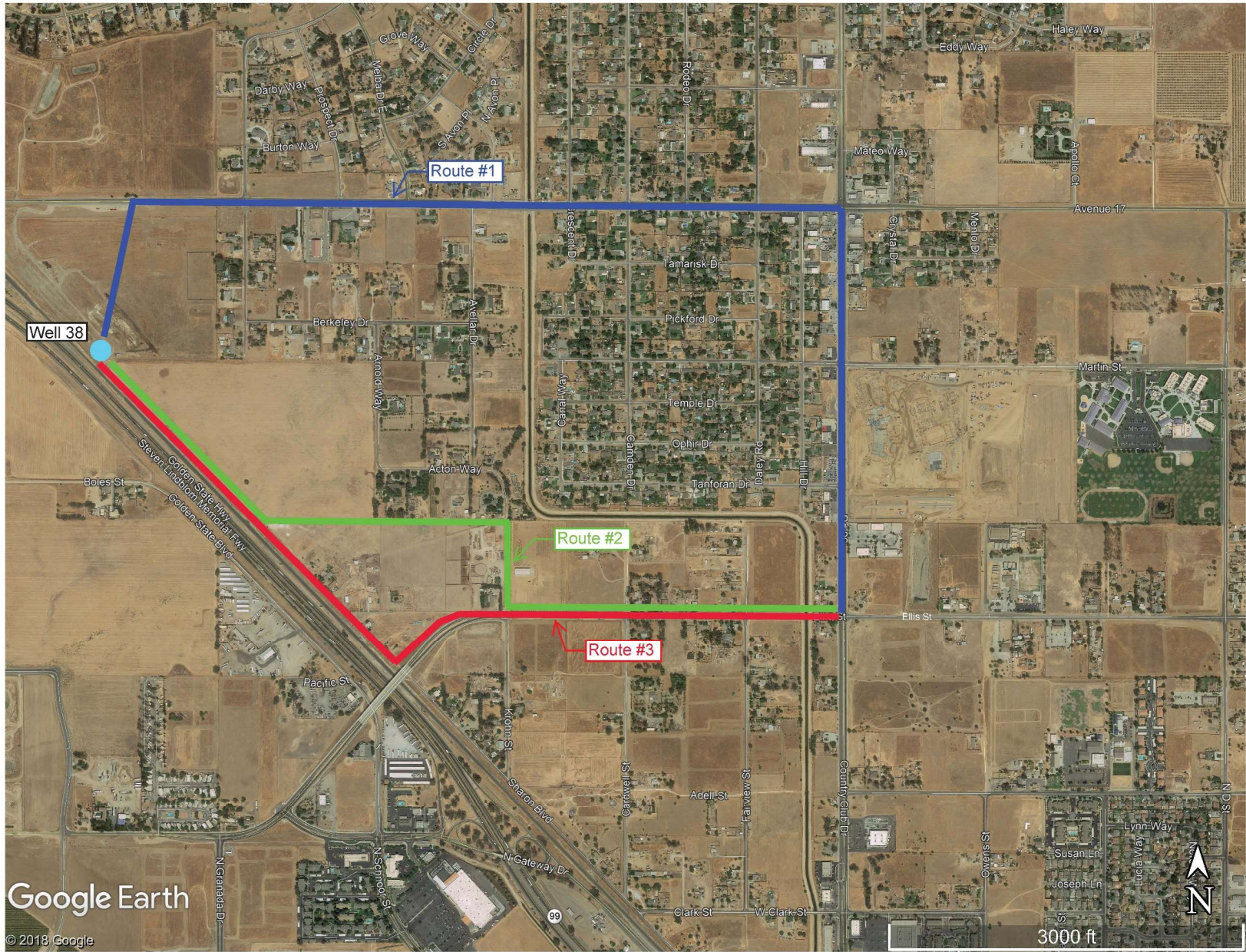
Trisha Barlow, PE
Associate Engineer

Enclosures: Alternative Routes Exhibit, Underground Facilities Summary Exhibit

cc: Amber Adams, QK; Anthony Cemo, Carollo

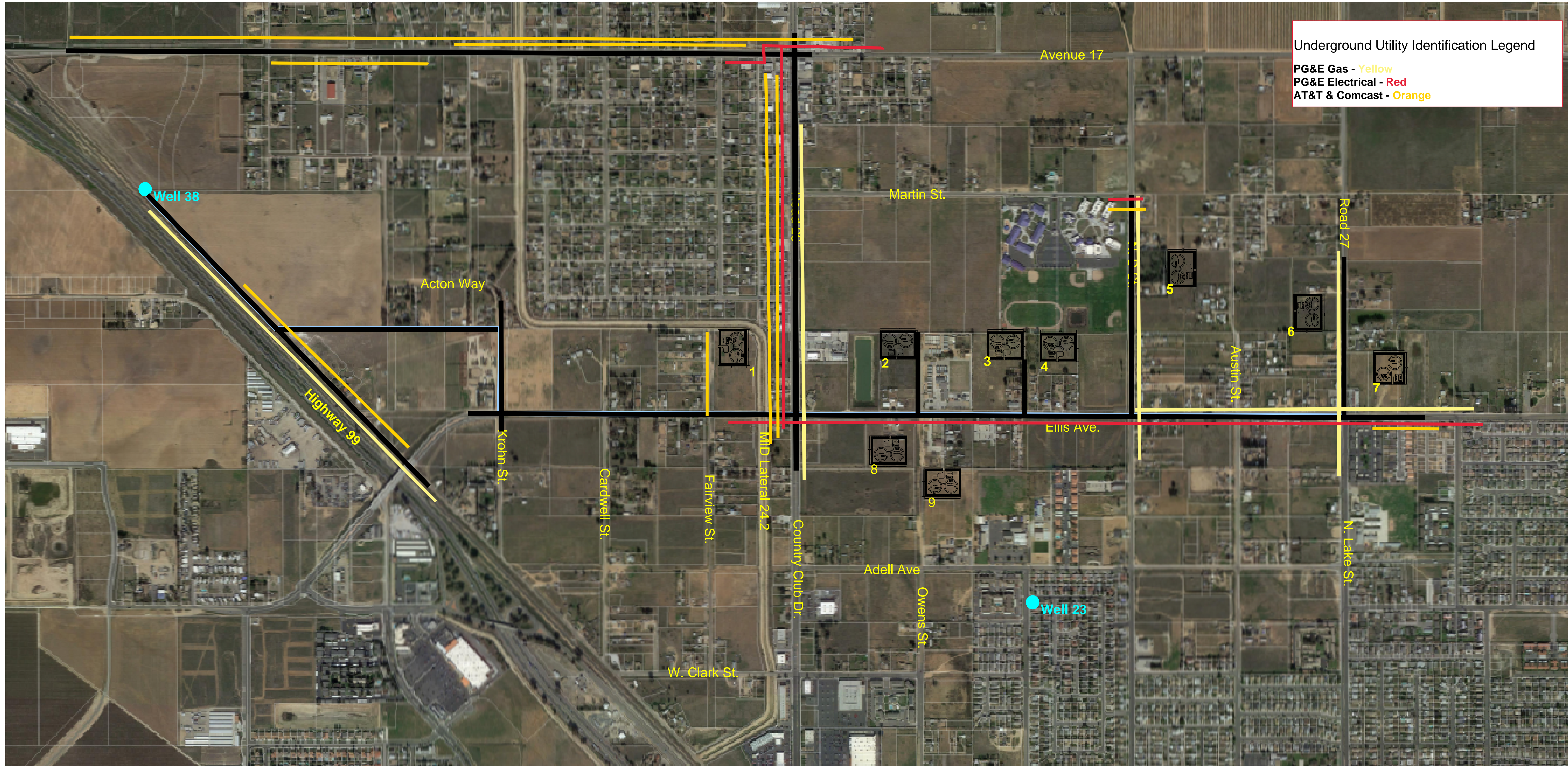
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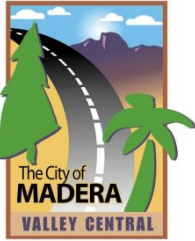


**Alternative Routes Exhibit
Madera Tank and Pipeline Project**





Underground Utility Identification Legend
PG&E Gas - Yellow
PG&E Electrical - Red
AT&T & Comcast - Orange



REPORT TO CITY COUNCIL

Approved by:

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 1, 2019

Agenda Number: F-1

SUBJECT:

Madera County Arts Authority update and contribution of start-up costs

SUMMARY:

The purpose of this report is to provide the City Council (Council) an informational update on the status of the Cultural ad Performing Arts Center and to discuss the potential contribution of City funds for start-up costs.

DISCUSSION:

The Madera County Arts Authority (MCAA) is a Joint Powers Agreement (JPA) comprised of the City, Madera County, and the Madera Unified School District. The Council approved the JPA on April 18, 2018. The MCAA was created for overseeing the development of a Cultural Arts and Performing Arts Center with the renovation of the old Madera County Library as part of the Center. The City’s representative on the MCAA is Councilwoman Gallegos.

The MCAA is requesting funding from each of the three entities for start-up costs associated with the development of the Madera Cultural and Performing Arts Center and renovation of the Historic Library as outlined in Table 1.

Table 1: MCAA requested funding			
<i>Agency</i>	<i>Year 1 funding</i>	<i>Year 2 funding</i>	<i>Total</i>
City	\$57,000	\$57,000	\$114,000
County	\$57,000	\$57,000	\$114,000
School District	\$57,000	\$57,000	\$114,000
Total	\$171,000	\$171,000	\$342,000

The activities performed by the MCAA during the initial two-year period will include:

1. Engaging a professional development consultant to organize the capital fundraising campaign; and
2. Hiring an administrative assistant to the MCAA.

The intent of the MCAA is to fund future operational costs from ongoing fundraising activities.

RECOMMENDATION:

Discuss and consider directing staff to prepare a resolution to be presented to the Council at a future public hearing.

FINANCIAL IMPACT:

Funding would be allocated from the City's General Fund unless alternative funding sources are identified.

ALTERNATIVES:

Potential alternatives include:

1. Direct that staff conduct additional research for Council consideration.
2. Contribute an amount other than the requested amount.
3. Direct staff to provide in-kind services.

ATTACHMENT:

1. Reimagining Downtown Madera report prepared by the Madera County Arts Authority JPA

Attachment 1

Reimagining Downtown Madera Through the development of the Madera Cultural and Performing Arts Center And the Historic Library Renovation

❖ Request:

The Madera County Arts Authority (JPA) is requesting funding in the amount of \$114,000.00 from xxxx for start-up costs associated with the development of the Madera Cultural and Performing Arts Center and renovation of the Historic Library. The estimated year 1 and year 2 costs for initial MCAA activities equals \$170,000/year for two years for a total of \$340,000 for the two year period beginning 7-1-19. The activities performed by the MCAA during the initial 2 year period will include 1) hiring a professional development consultant to organize the capital fundraising campaign and 2) hiring an administrative assistant (see budget on page 3) to the MCAA. Certain activities such as legal services and meeting organization are currently being absorbed by the County of Madera as in kind contributions. The cost of the in kind contributions are included in the budget. The JPA is requesting funding for the start-up costs on an equal basis (33% of the total or \$57,000/year/agency for each of the two years) from the 3 jurisdictions that make up the MCAA. The Madera County Arts Council will provide assistance as funding is available. The intent of the MCAA is to fund future operational costs from ongoing fundraising activities.

The balance of the presentation provides an executive summary of the proposed project.

❖ Governing Authority:

Madera County Arts Authority (MCAA). The purpose of the MCAA (a JPA) is to “cooperatively provide for the development of an arts center in the City of Madera, serving the entire County of Madera and to develop a mechanism of its ongoing operation and maintenance.” (*Section 2.03-Purpose, MCAA Joint Powers Agreement*) Current Members of the Madera County Arts Authority (MCAA) January 2019:

- Dr. Julia O’KaneMadera County Arts Council Representative
- Charles Wieland.....At large Community Representative
- Rick Arredondo.....Madera Unified School District Representative
- CeCe Gallegos.....City of Madera Representative
- Rob Poythress.....County of Madera Representative

❖ **What:**

The creation of a Cultural and Performing Arts Center and Old Library renovation that will provide an inspirational civic gathering place where cultural activities educate and entertain. The theater and performing arts center will have an interior courtyard, secure art gallery, two theaters including a 500 seat theater, 450 seat banquet hall/classroom space, full service kitchen, and public retail café. The renovated library will provide gallery and event space, classroom, studio spaces, and an administration office.

❖ **When and Where:**

Phase I. Renovation of “old” library located on the NE corner of G Street and Yosemite Ave in Downtown Madera. The projected completion date ranges from 2021-2023, approximately Eighteen months from start of renovation. This project will begin as soon as building is available, funding for renovation has been secured, and lease agreement between property owner and tenant (expected to be the Madera County Arts Council) is confirmed.

Phase II. This phase consists of the construction of a new Cultural and Performing Arts Center located on the NW corner of Yosemite Ave. and G Street in Downtown Madera, where the former County/Courthouse building currently exists. The timing for the completion of this facility is estimated to be 2027 due to the complexities involved with the project and the sourcing of funding.

❖ **Capital Costs:**

Phase I. Renovation of the “old” library estimated @ \$3,500,000.

Phase II. Construction of new Cultural and Performing Arts Center estimated at \$50-60,000,000.

❖ **Why:**

Provide a needed cultural arts related center for Madera County. Prospective city/county residents are looking for places that enhance quality of life. The Arts Center will contribute to revitalization of downtown Madera/economic growth and continue development of a strong civic center. The Center will provide much needed theater/performing space for schools, community activities, and professional performances, as well as needed event and community meeting spaces, gallery spaces, and provide classroom space for arts centered activities.

❖ **How:**

Funding through a combination of public, private, grants, and endowments will be combine to provide capital funding. The capital campaign will be led by a professional consultant. Operations will be funded by the Madera County Arts Council for the renovated library. Operational costs for the Arts Center will be funded through the creation of an endowment, annual fundraising, venue rentals and event ticket sales.

❖ **Use:**

The Arts Center will be used for live theatrical and musical performances, Classroom, Event, Gallery, Meeting, and Community gathering spaces.

❖ **Business Plan**

1. Startup costs Year one (annual costs 2019-2020):

Administrative Assistant	40,000.00
Project/consultant	100,000.00
Legal	12,000.00
Bookkeeping	12,000.00
Supplies	6,000.00
Total expenses:	\$170,000.00

Year two (2020-2021): \$170,000.00

2. Intervening years

The MCAA plans on being in a position to fund operations during the years 2021 through 2027 through fundraising efforts. The sources of funds will include Individuals, Government grants and contributions, estates, and in kind provisions.

The timing of event income will be determined based on the progress of the Performing Arts facility construction.

3. Performing Arts Center operations (fully operating 2030)

This projection was prepared by Paul Halajian Architects based on performance data collected from other Performing Arts Centers and referenced at the end of the projection.

Projected revenue	
Contributions and grants	1,087,000.00
Program revenue	1,424,800.00
Investment income	22,900.00
Other revenue	<u>84,300.00</u>
Total revenue:	\$2,619,000.00
Projected expenses	
Employee expenses	1,270,200.00
Fees for services	336,800.00
Advertising/office expenses	295,200.00
Occupancy	138,900.00
Other	537,300.00
Total:	\$2,389,100.00
Revenues in excess of expenses:	\$229,900.00

Sources: IRS Form 990 for 2014 for Sunset Cultural Center, Inc., Carmel, CA; IRS Form 990 for 2015 for Merced Center for the Performing Arts; IRS Form 990 for 2015 for Livermore Valley Performing Arts Center, Livermore, CA; websites for Sunset Cultural Center, Merced Center for the Performing Arts, Livermore Valley Performing Arts Center; Executive Director for Merced Center for the Performing Arts; U.S. Bureau of Labor Statistics, Consumer Price Index, All Urban Consumers; and ALH Urban & Regional Economics.

(1) This is a representative operating statement based upon the number of planned seats at the Madera Performing Arts Center. Analysis of annual revenues and expenditures for comparable performing arts centers in California was conducted on a per seat basis, and used as a projection for the Madera Performing Arts Centers. This should be considered a general guide, as there are many differences between the planned Madera Performing Arts Center and the comparable centers, foremost including the planned banquet space at the Madera facility. In addition, the comparable centers report higher employee counts than anticipated in Madera. Of additional note is that the carrying costs for the construction of Performing Arts Center will be a key component of the Center's annual operating costs, not adequately represented in this statement.

❖ **Strengths/Challenges/Conclusion**

Project Strengths

1. Over \$3,000,000 has been raised prior to the launch of any formal effort
2. Solid community/jurisdictional support for the project
3. First Performing Arts Center in Madera providing a venue for events that could not have occurred here previously
4. Provides momentum for Downtown revitalization in Madera
5. Outstanding venue for School performances and educational setting

Project Challenges

1. Fundraising
2. Jurisdictional coordination and “sense of ownership”.
3. Selection of project coordinator and Center management is a major key to success.
4. The MCAA was formed without funding. Operations have thus far been funded through in-kind contributions from the County of Madera for legal and meeting services.

Conclusion

The Madera County Arts Authority (MCAA) was created for the purpose of overseeing the development of a Madera Cultural and Performing Arts Center with renovation of the old Carnegie style Madera County Library as a part of the Center. The City of Madera, County of Madera, and the Madera Unified School District would not have spent time and resources sponsoring and participating in the JPA unless their subject jurisdictions were not serious about seeing a project such as this continue into the planning stages. The requested contributions will allow for continued planning as well as for a robust fundraising effort to commence. The requested funding, to be divided equally amongst the 3 entities, allows sufficient funding for the project to progress without burdening any one jurisdiction financially. The composition of the JPA also provides jurisdictional representation to ensure fiscally responsible operations. Finally, although the MCAA was formed for the development of the center, the JPA will not recommend a project that is not sustainable and at each stage of development will ensure that fiscally responsible decisions and recommendations are made. Approval of the requested funding is strongly recommended.