

REGULAR MEETING OF THE MADERA CITY COUNCIL

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

**Wednesday, May 15, 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. Recognition of the MadTown Robotics Team 1323
2. Presentation Regarding the Renovation of Madera County Memorial Courthouse Park (Report by Nicholas Salinas with Board of Supervisors)

INTRODUCTIONS: None.

A. WORKSHOP

A-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 (Report by Keith Helmuth)

B. CONSENT CALENDAR

B-1 Minutes – 2/6/2019 and 2/13/2019

B-2 Warrant Disbursement Report for 4/20/2019 – 5/3/2019 (Report by Tim Przybyla)

B-3 Water Conservation Report for 3/18/2019 – 4/21/2019 (Report by John Scarborough)

B-4 Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for the Quarter Ending March 31, 2019 (Report by Tim Przybyla)

B-5 Consideration of a Resolution Amending the City of Madera Classification Plan by the Addition of Crime Analysis Technician and Setting the Salary for the Classification (Report by Wendy Silva)

B-6 Consideration of a Resolution Approving an Agreement with Peters Engineering Group in the Amount of \$10,176 for Professional Engineering Services and Authorizing Optional Services up to \$1,018 for Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court and Authorizing the Mayor to Execute the Agreement; and

Consideration of a Resolution Approving Funding Amendment Appropriating \$50,000 to the City of Madera Fiscal Year 2018/19 Capital Projects Budget for the Design and Construction of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30 (Report by Keith Helmuth)

B-7 Consideration of a Minute Order Rejecting All Bids for Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, City Project No. R-66, Federal Project No. HSIPL 5157 (111) (Report by Keith Helmuth)

B-8 Consideration of a Resolution Approving Amendment No. 5 in the Amount of \$15,509 to the Agreement with Lars Andersen & Associates, Inc. for the Engineering Services Relating to the Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving Amendment No. 2 in the Amount of \$10,350 to the Professional Engineering Design Services Agreement with Giersch & Associates, Inc. for Sewer Main replacements at Sherwood Way and Wessmith Way Near Lake Street (Report by Keith Helmuth)

- B-10 Consideration of a Resolution Approving a Facility Use Agreement with Fresno County Office of Education (FCOE) for Use of Scout Island Outdoor Education Center and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by John Scarborough)

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

- C-1 Consideration of a Resolution Approving a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcels 14 and 15 Within the Freedom Industrial Park with TranPak, Inc., Authorizing the Mayor to Execute the Agreement, Authorizing the City Clerk to Acknowledge and Notarize the Grant Deeds and Authorize the City Manager to Take All Actions and Execute Documents Necessary Pursuant to the Escrow Instructions Included in the Agreement (Report by Keith Helmuth)
- C-2 Consideration of a Resolution Approving a Contract for \$596,947 dollars with Motorola Solutions, Inc. for the Purchase of Radio System Upgrade Equipment (Report by Gino Chiaramonte)
- C-3 Consideration of a Resolution Amending the Fiscal Year 2018/2019 Annual Budget to Appropriate Funds in the Amount of \$136,000 in the Measure K Fire Department Budget for the Purchase of Equipment (Report by Matt Watson)
- C-4 Second Reading and Consideration of Adoption 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-5 Second Reading and Consideration of Adoption 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)
- C-6 Consideration of a Resolution Approving an Agreement for Interim Legal Services (Report by Arnaldo Rodriguez)

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS: None.

F. COUNCIL REPORTS

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Labor Negotiators pursuant to Government Code §54957.6
Agency Designated Representatives: Arnaldo 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 Conference with Real Property Negotiators-Pursuant to Government Code 54956.8

Property: Real Property Parcel - Olive Avenue Project
City of Madera: APN: 011-330-002
Agency Negotiator: Keith Helmuth & Lester Jorgensen
Negotiating Party: Bernabe Castillo
Under Negotiation: Price & Terms

G-4 Conference with Legal Counsel – Anticipated Litigation
Significant Exposure to Litigation pursuant to Government Code Section 54956:
(one case)

G-5 Closed Session Report – City Attorney

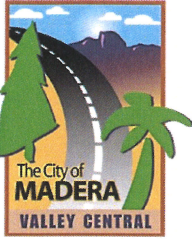
ADJOURNMENT – Next regular meeting June 5, 2019

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.
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I, 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 15, 2019, near the front entrances of City Hall at 6:00 p.m. on May 9, 2019.



Claudia Mendoza, Interim City Clerk



REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: A-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:

This item was tabled from the May 1, 2019 Council meeting.

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 and has been further summarized in 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 (attached) 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 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.

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, attached, 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. Figure 1 Proposed Transmission Main and Tank Sites
2. Technical Memorandum No. 1 Demand Analysis, Tank Configuration, Material Evaluation, Pipeline Routing, and Budgetary Estimate for the Northeast Water Storage Tank

2.5 acres ideal for tank site

Proposed transmission main will convey water from Well 38 and connect to existing

New easement required

	Site Group 1: Sites 1, 2, 3, and 4
	Site Group 2: Sites 7 and 8
	Site 5
	Site 6
	24-inch Water Transmission Main
	

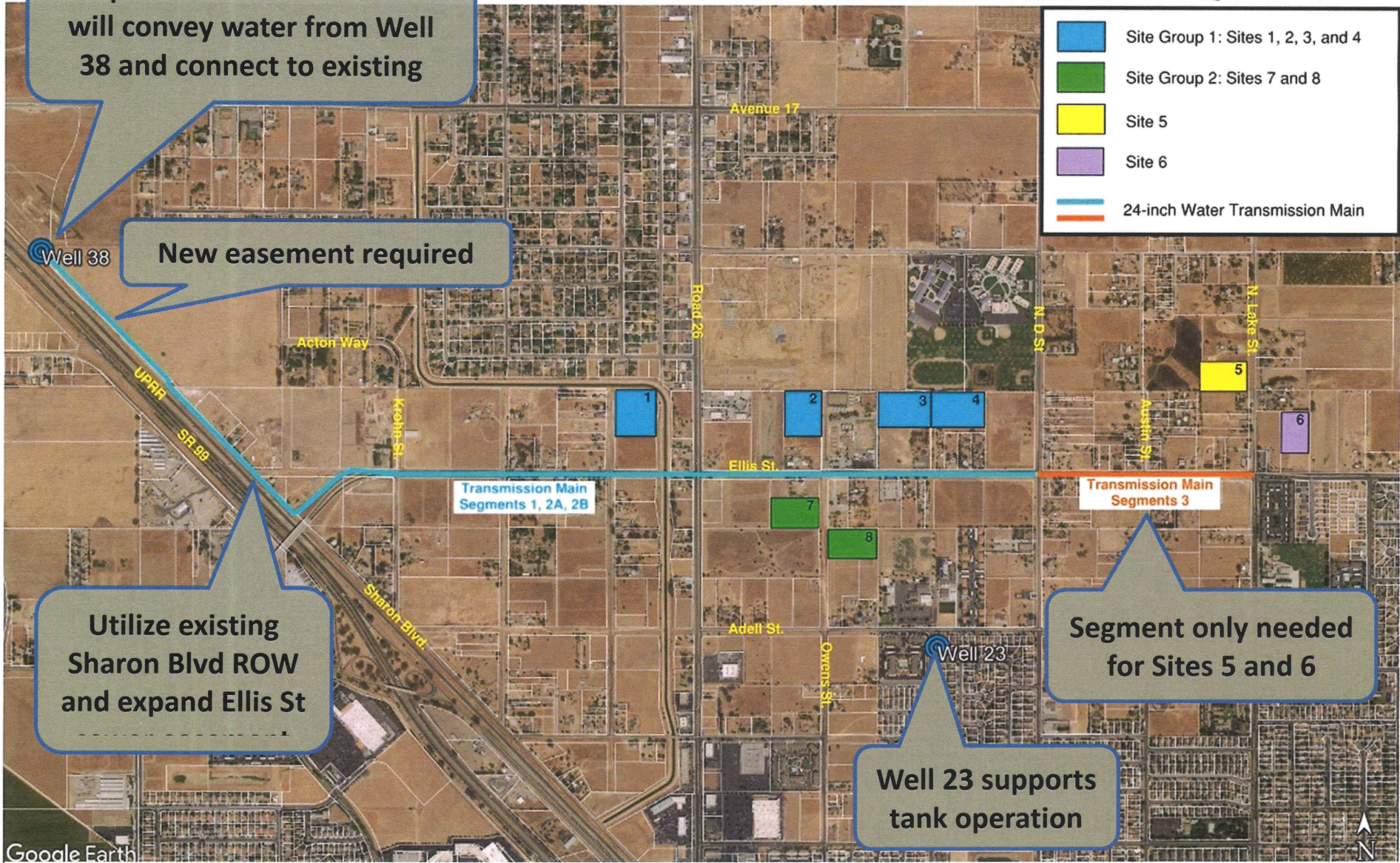
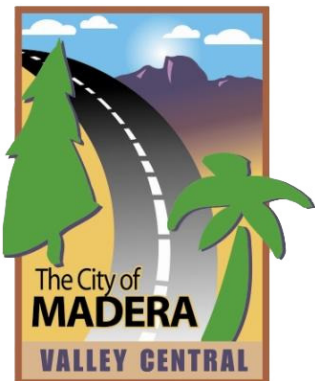


Figure 1 Proposed Transmission Main and Tank Sites

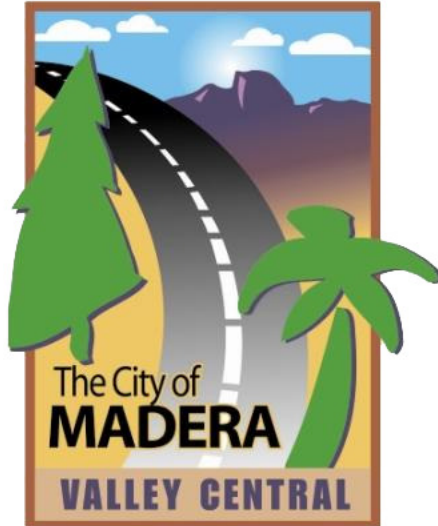


City of Madera
Northeast Water Storage Tank

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.

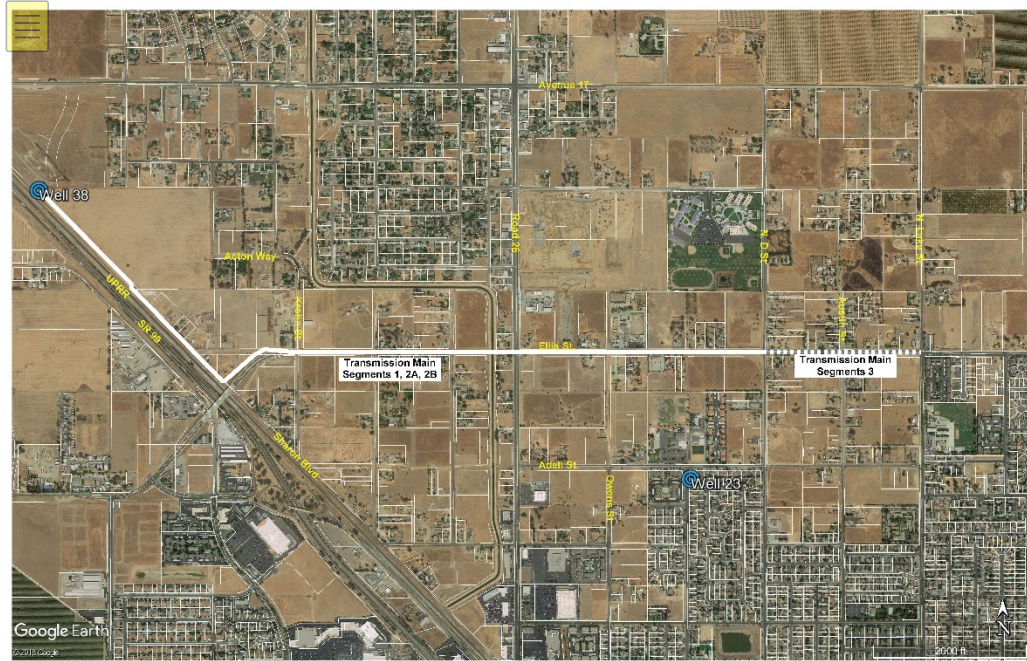


Figure 3 Proposed Transmission Line Alignment

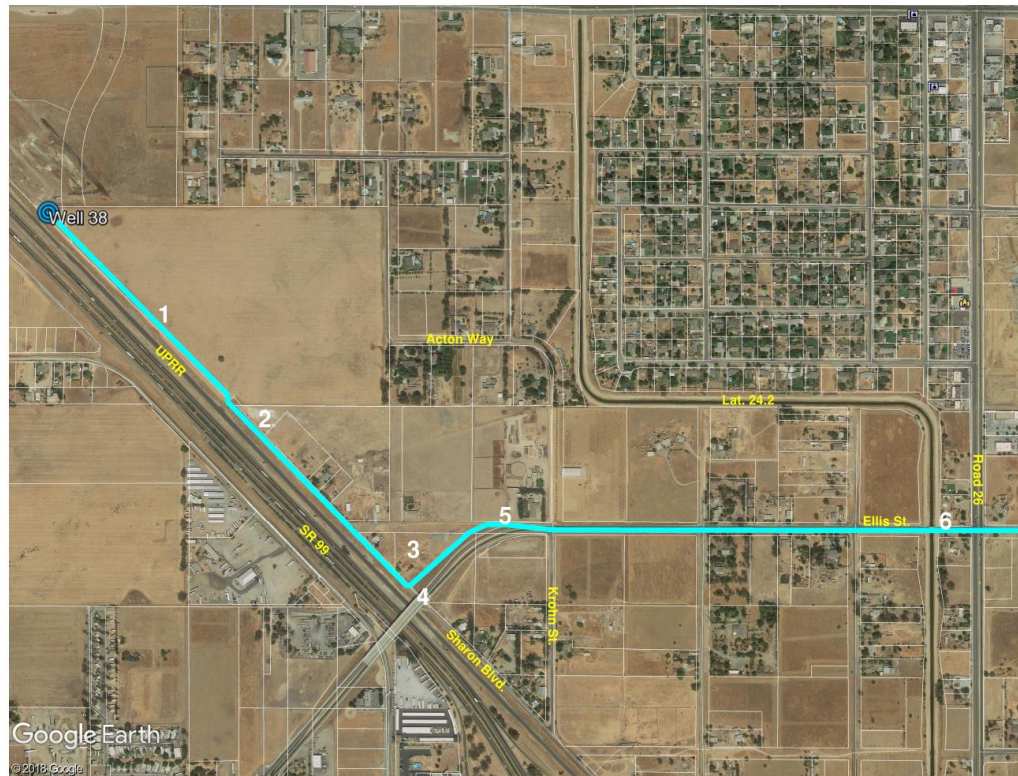


Figure 4 Transmission Main Alignment Conditions

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.

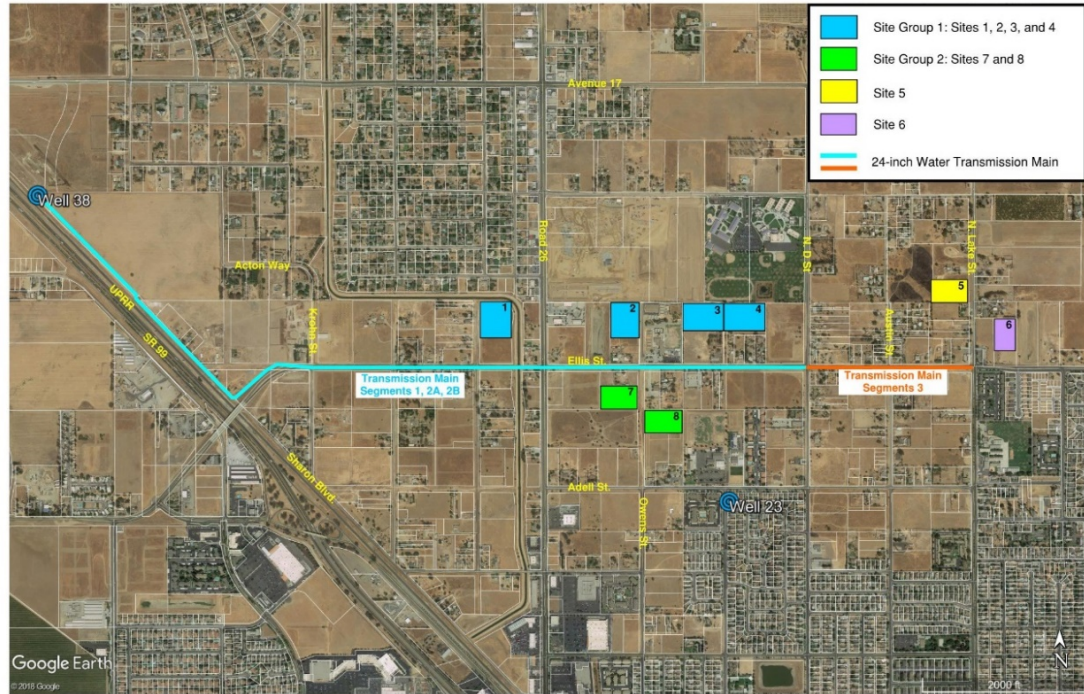


Figure 5 Tank Site Group Locations

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.

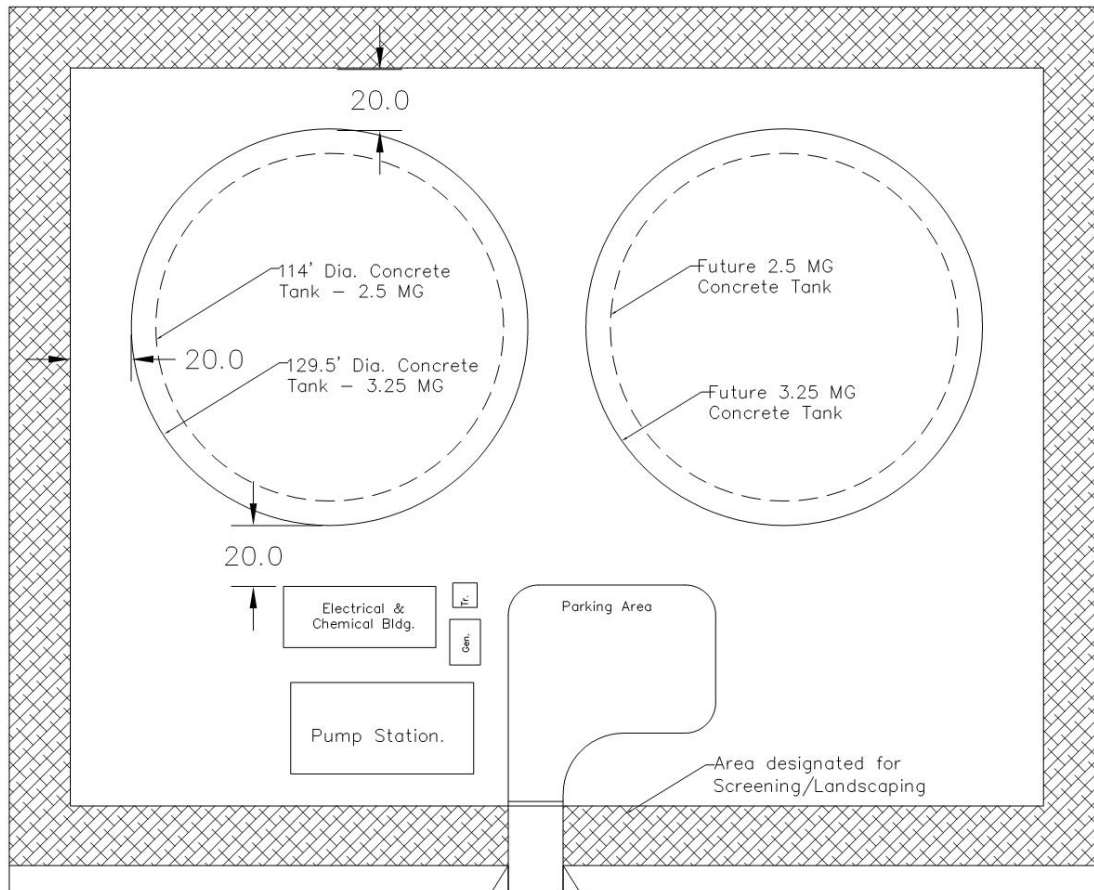


Figure 6 Typical Site Configuration for 2.5 or 3.25-MG Concrete Tank

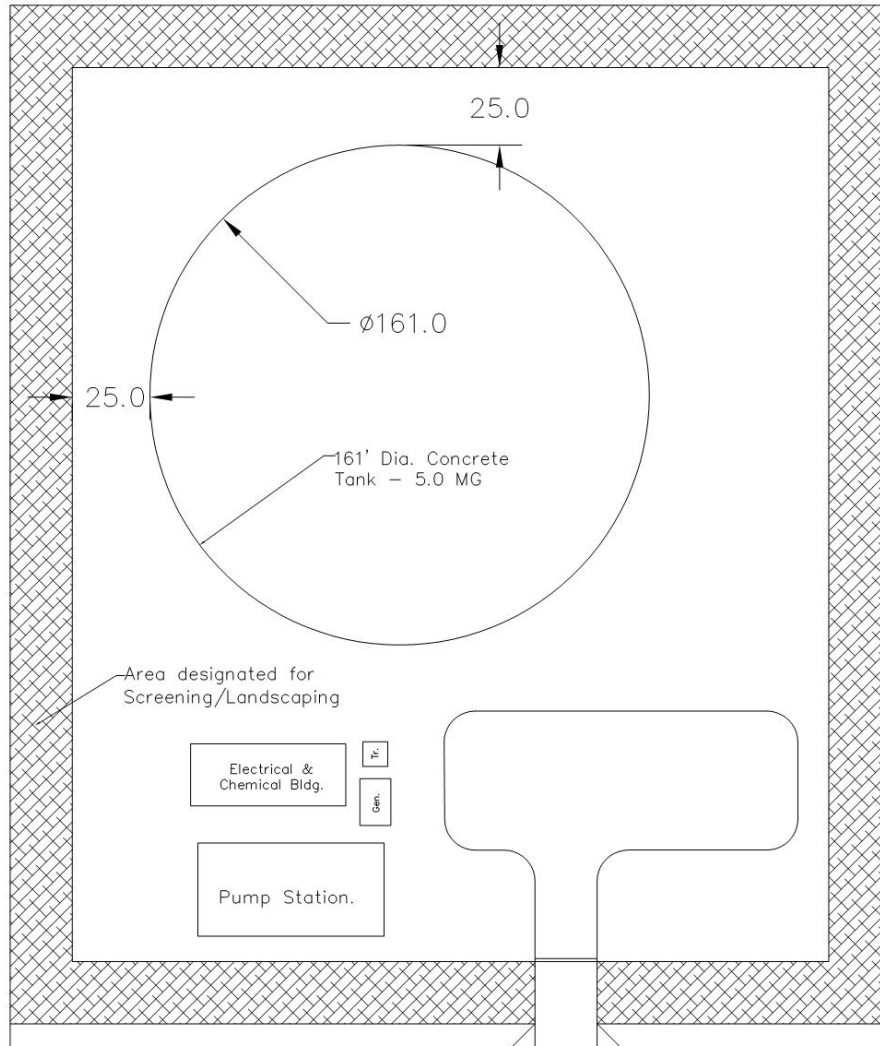


Figure 7 Typical Site Configuration for 5-MG Concrete Tank

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:

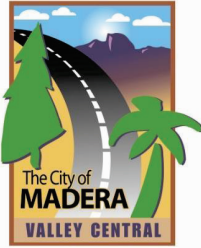
- (1) A 5 percent interest rate is used as the typical bond finance rate.
- (2) A 2.56 percent rate is used to project present worth.

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**).

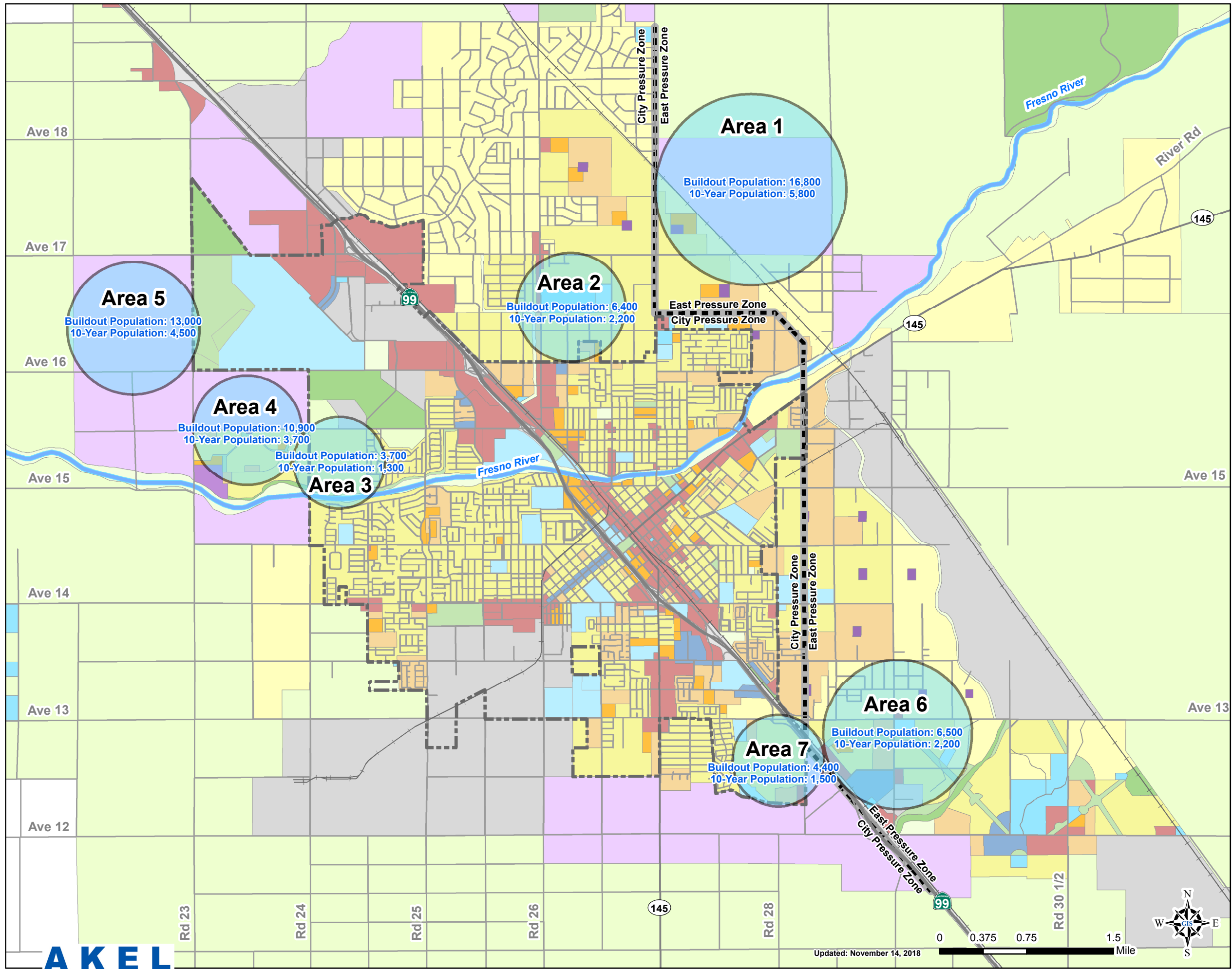
It was a pleasure working with you; Keith Helmuth, City Engineer; and other City staff on this project.

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

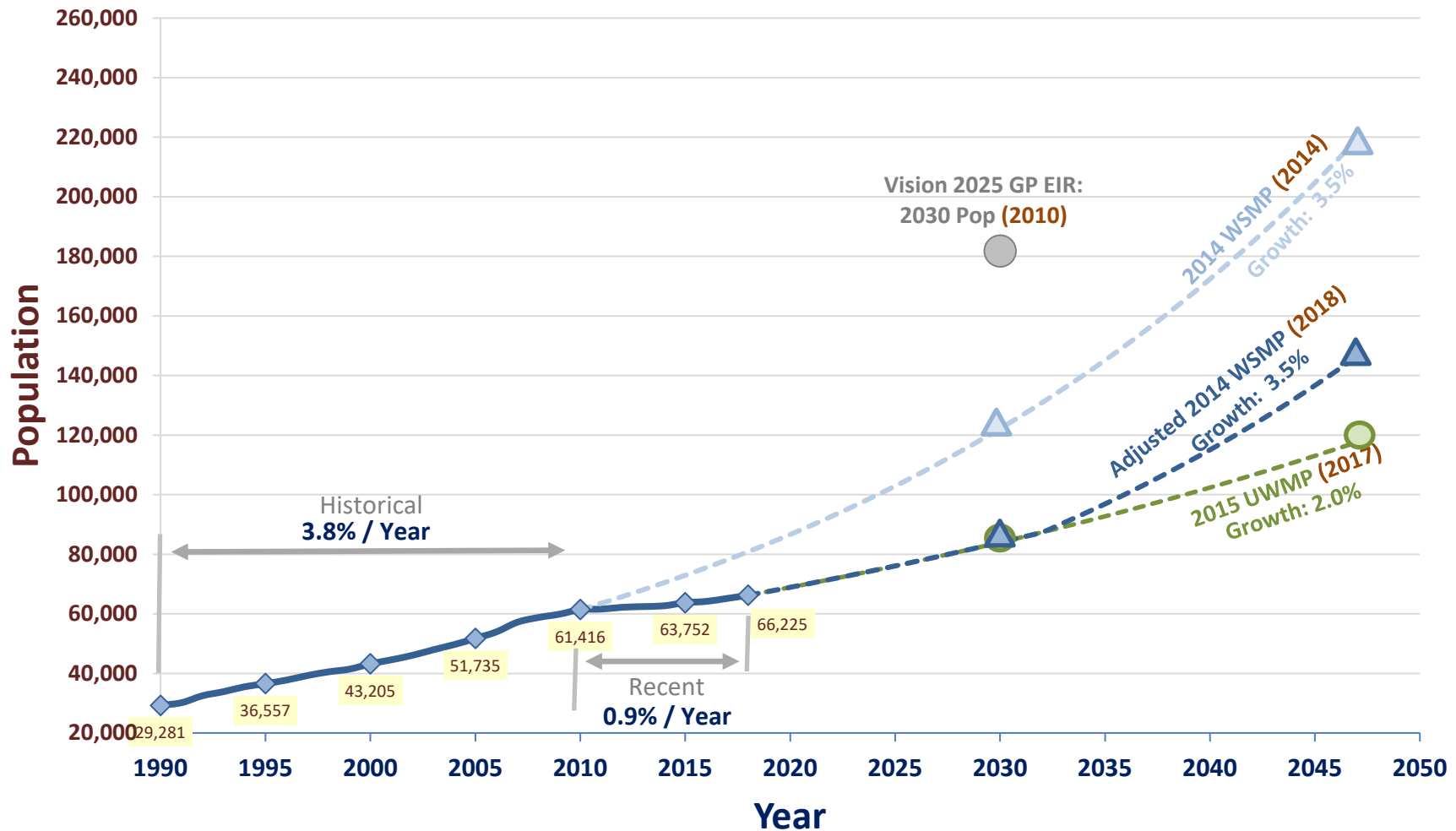
- C - Commercial
- O - Office
- I - Industrial
- VLD - Very Low Density Residential
- LD - Low Density Residential
- MD - Medium Density Residential
- HD - High Density Residential
- NMU - Neighborhood Mixed Use
- VMU - Village Mixed Use
- VR - Village Reserve
- OS - Open Space
- RC - Resource Conservation/Agriculture
- 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.

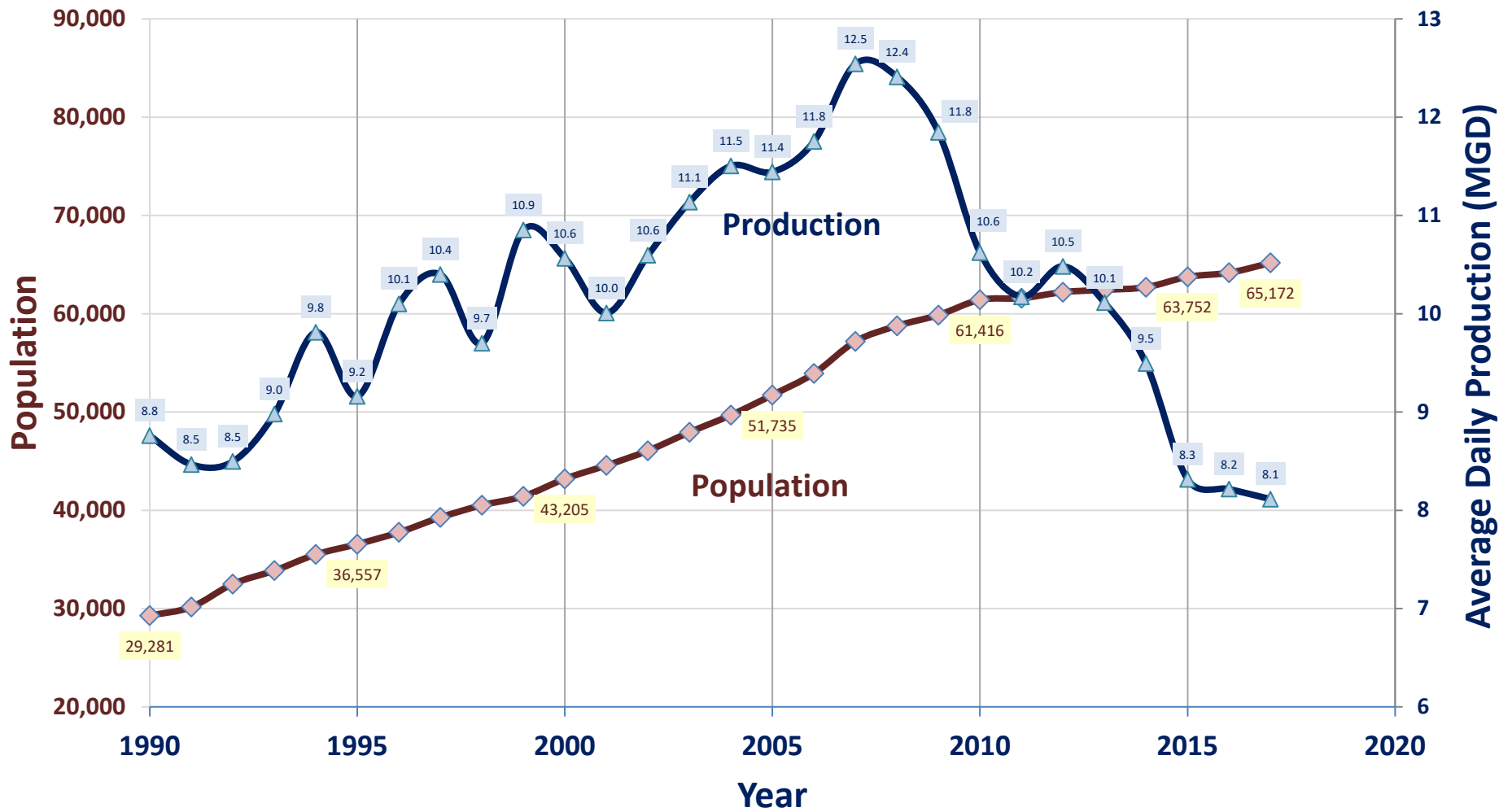
PRELIMINARY

October 25, 2018

**Figure 2
Historical and
Projected Population**

Northeast Tank
City of Madera





LEGEND

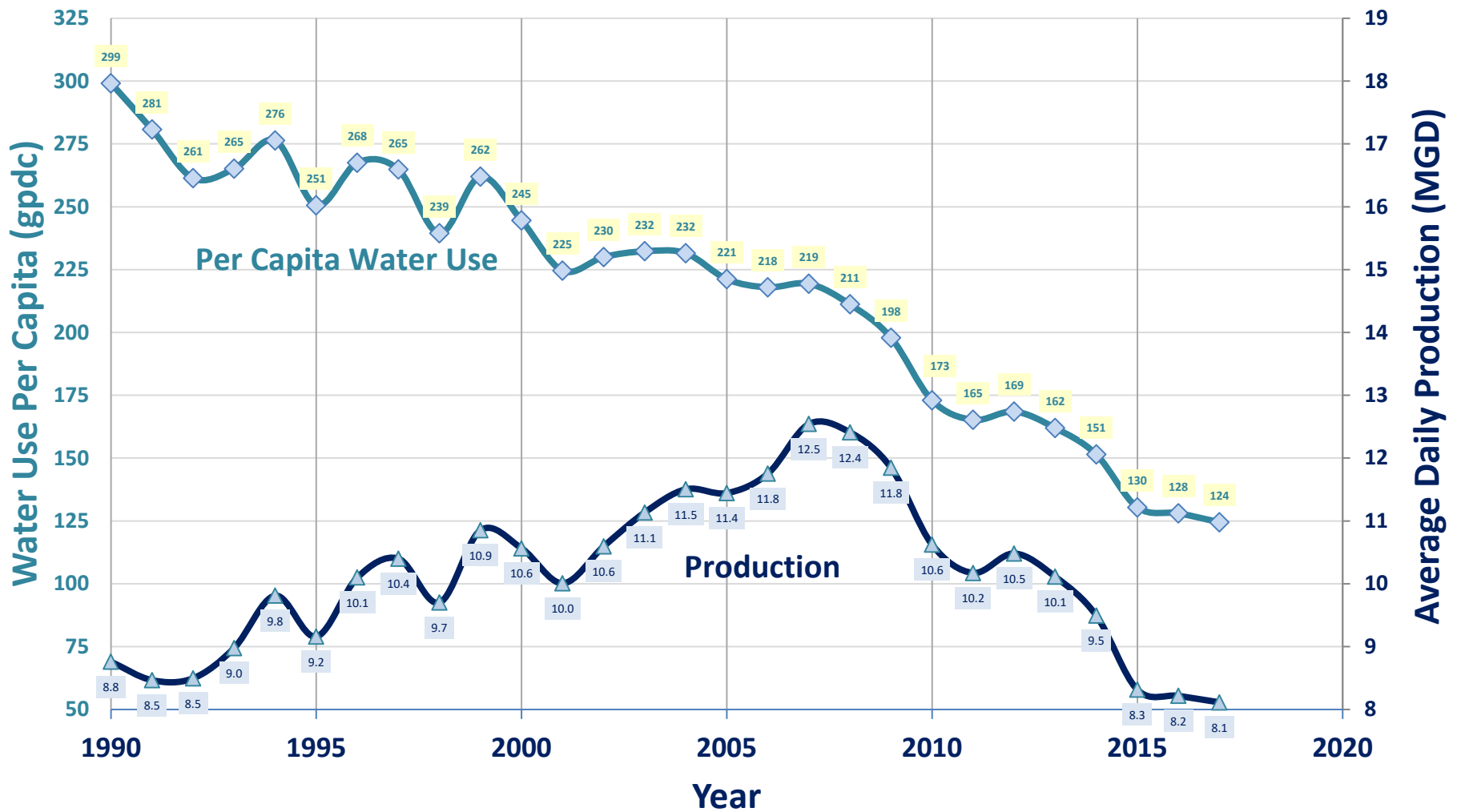
- ◆ Population
- ▲ Average Daily Production (MGD)

PRELIMINARY

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



October 25, 2018



LEGEND

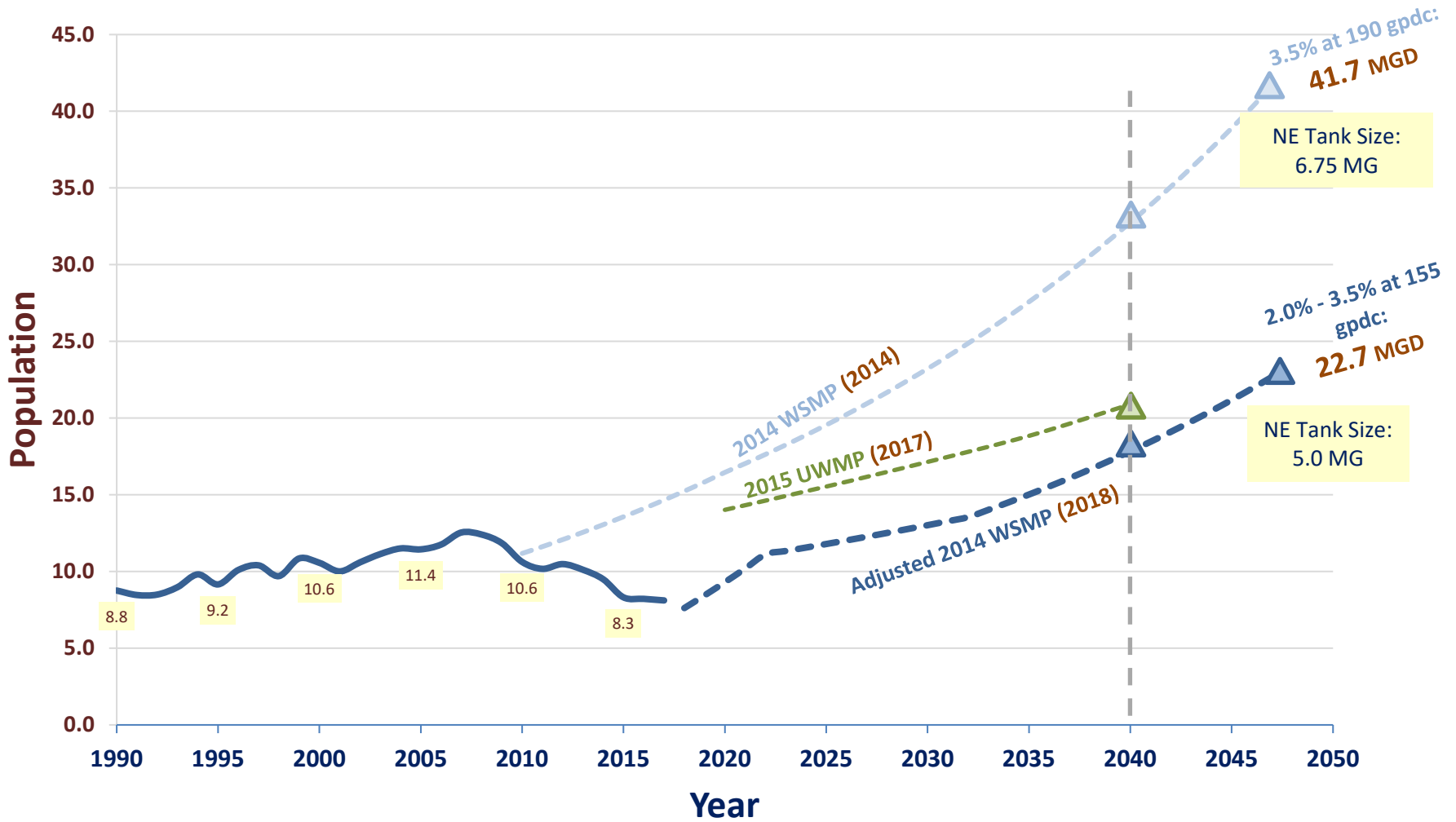
- ◆ Per Capita Consumption (gpcdc)
- ▲ Average Daily Production (MGD)

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.

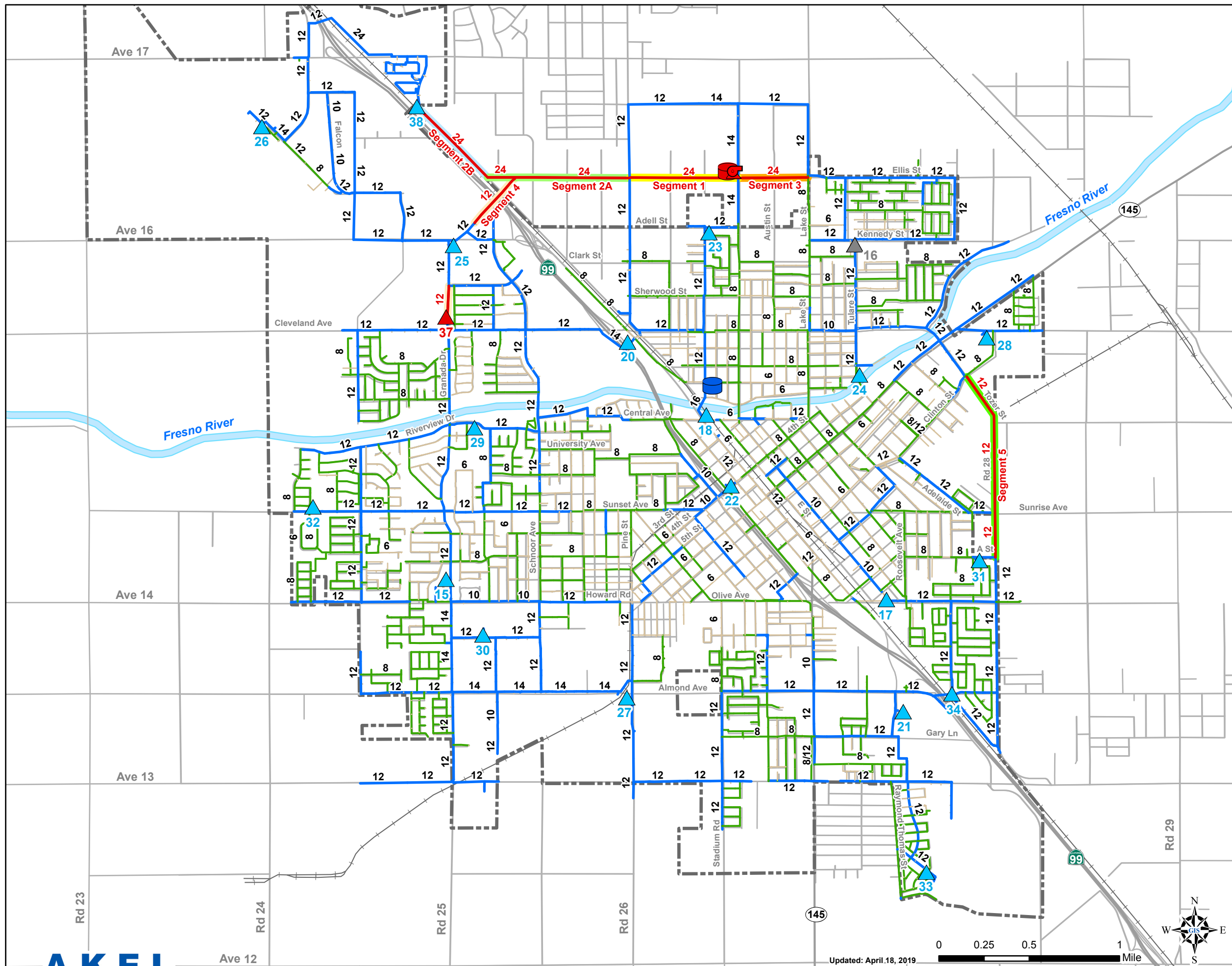
PRELIMINARY

**Figure 5
Demand Projections**

Northeast Tank
City of Madera



October 25, 2018



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

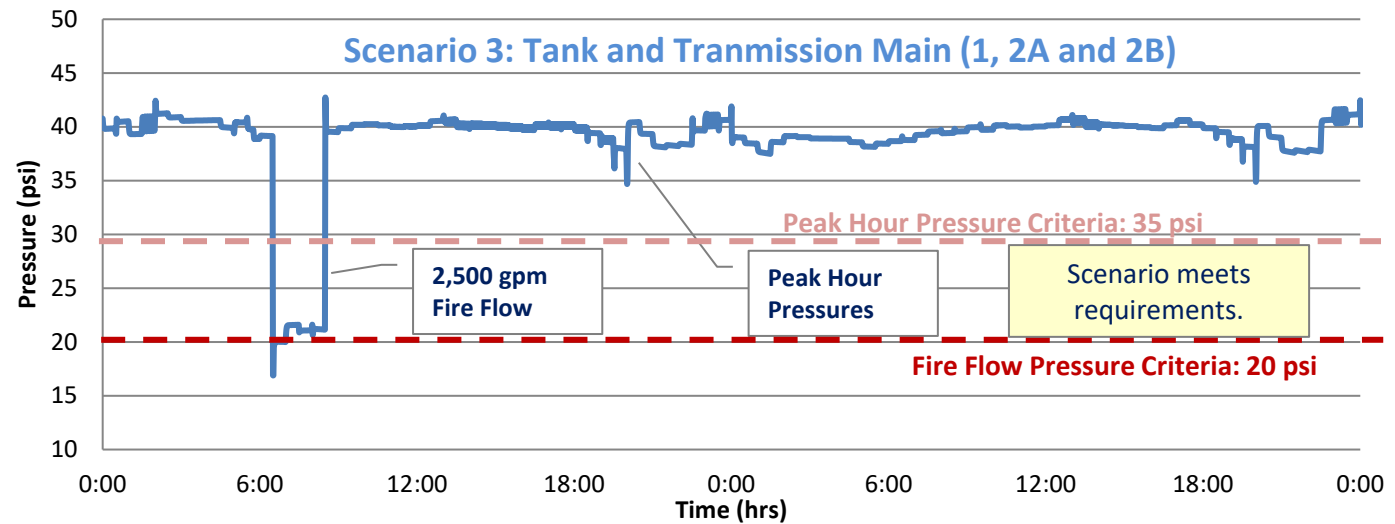
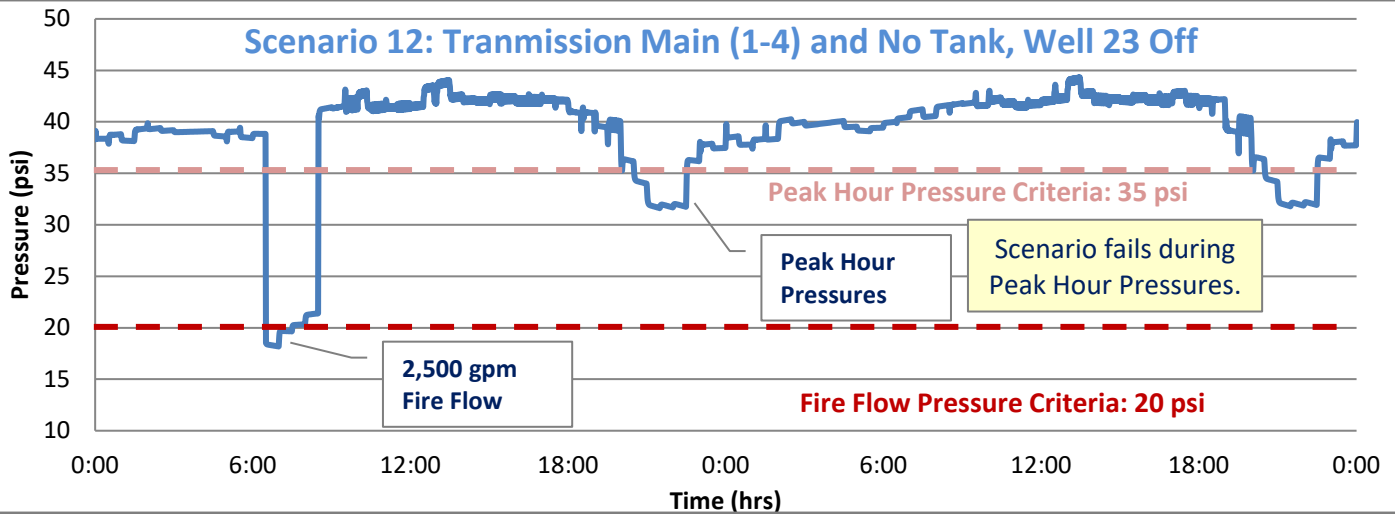
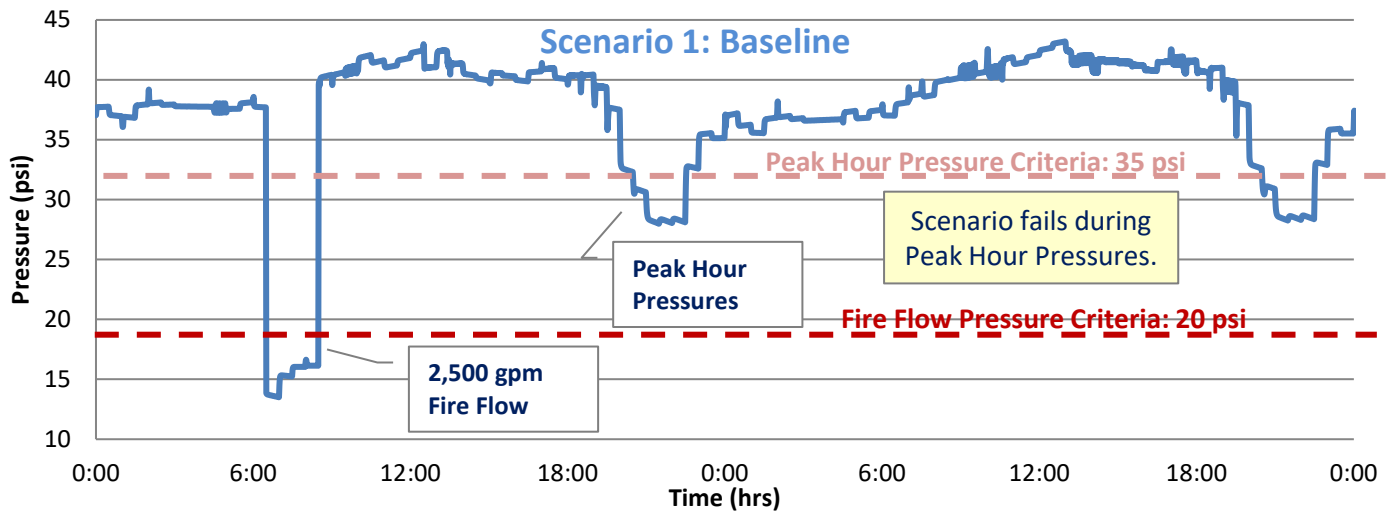
- City Limits
- Railroads
- Streets

PRELIMINARY

**Figure 6
Infrastructure Alternatives**

Northeast Tank Design Support
City of Madera





NOTES:

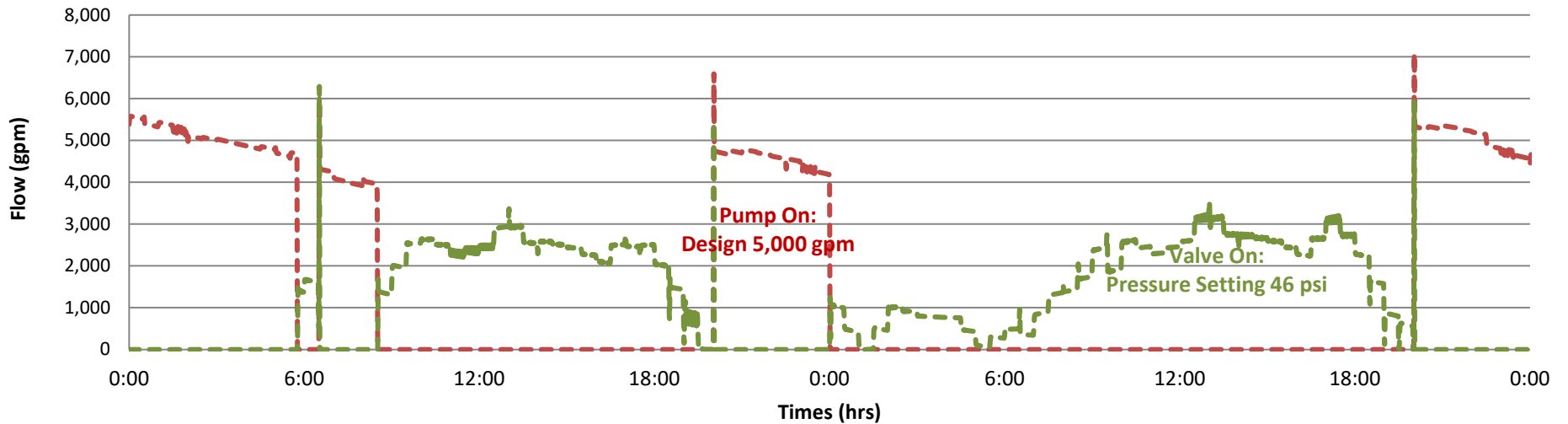
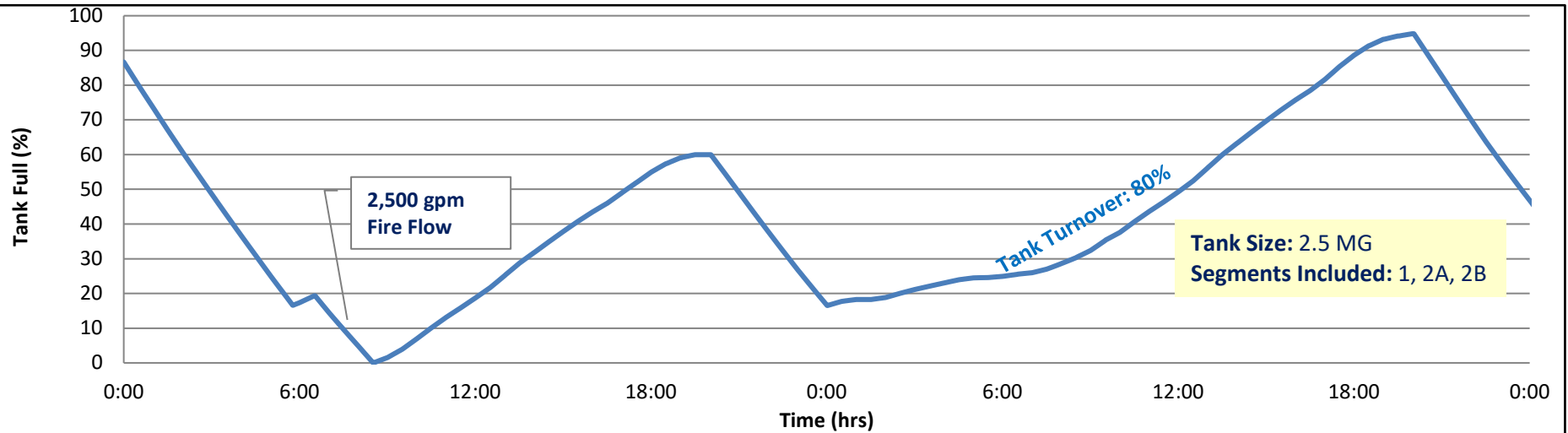
1. Pressures shown at the John J. Pershing Elementary School during Maximum Day Demands.

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

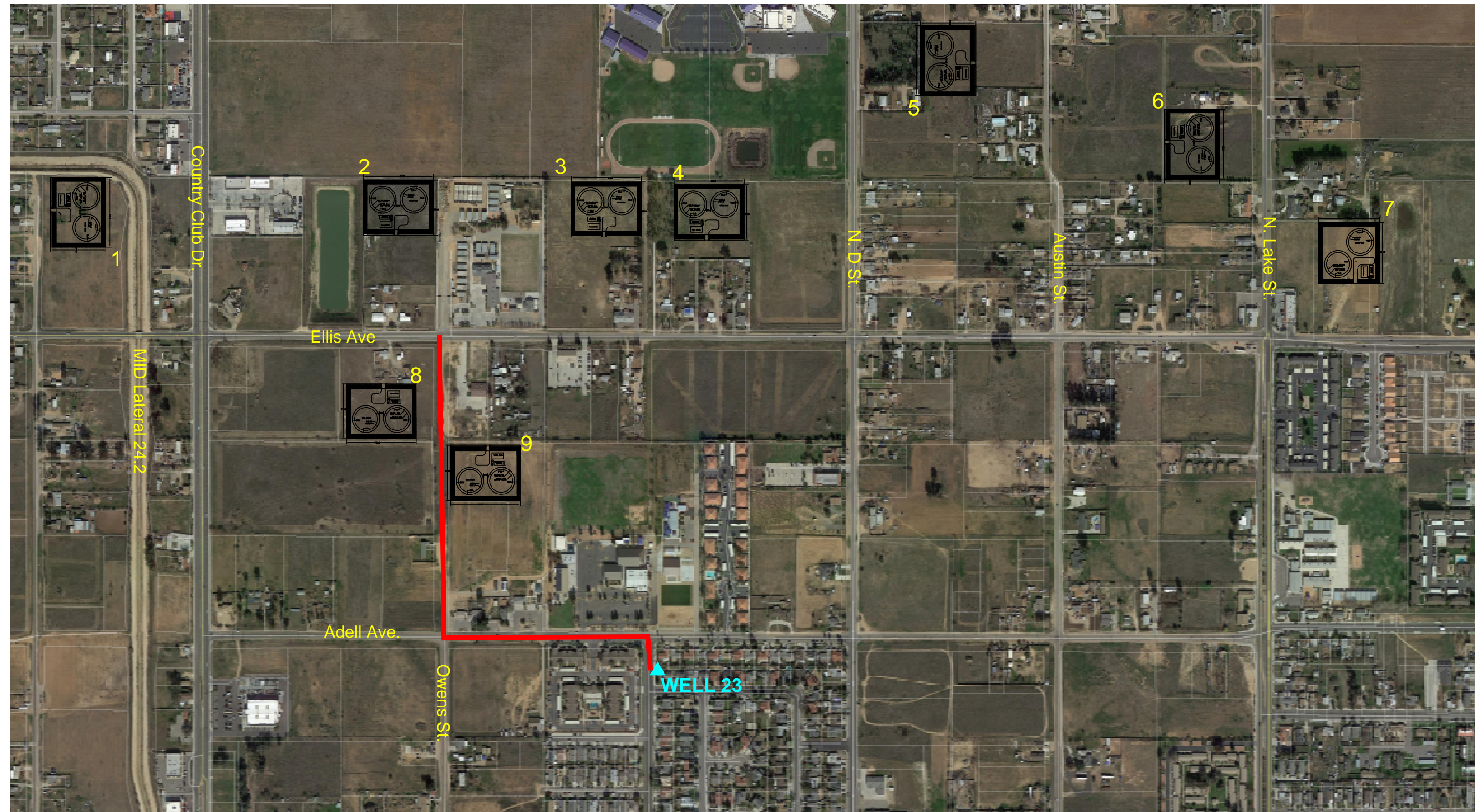
Figure 8
Tank Operations
 (Minimum Req. New Facilities)
 Northeast Tank Design Support
 City of Madera



December 31, 2018

TABLES

APPENDIX



Country Club Dr

MID Lateral 24.2

Ellis Ave

Adell Ave.

Owens St.

N. D. St.

Austin St.

N. Lake St.

1

2

3

4

5

6

7

8

9

WELL 23

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,



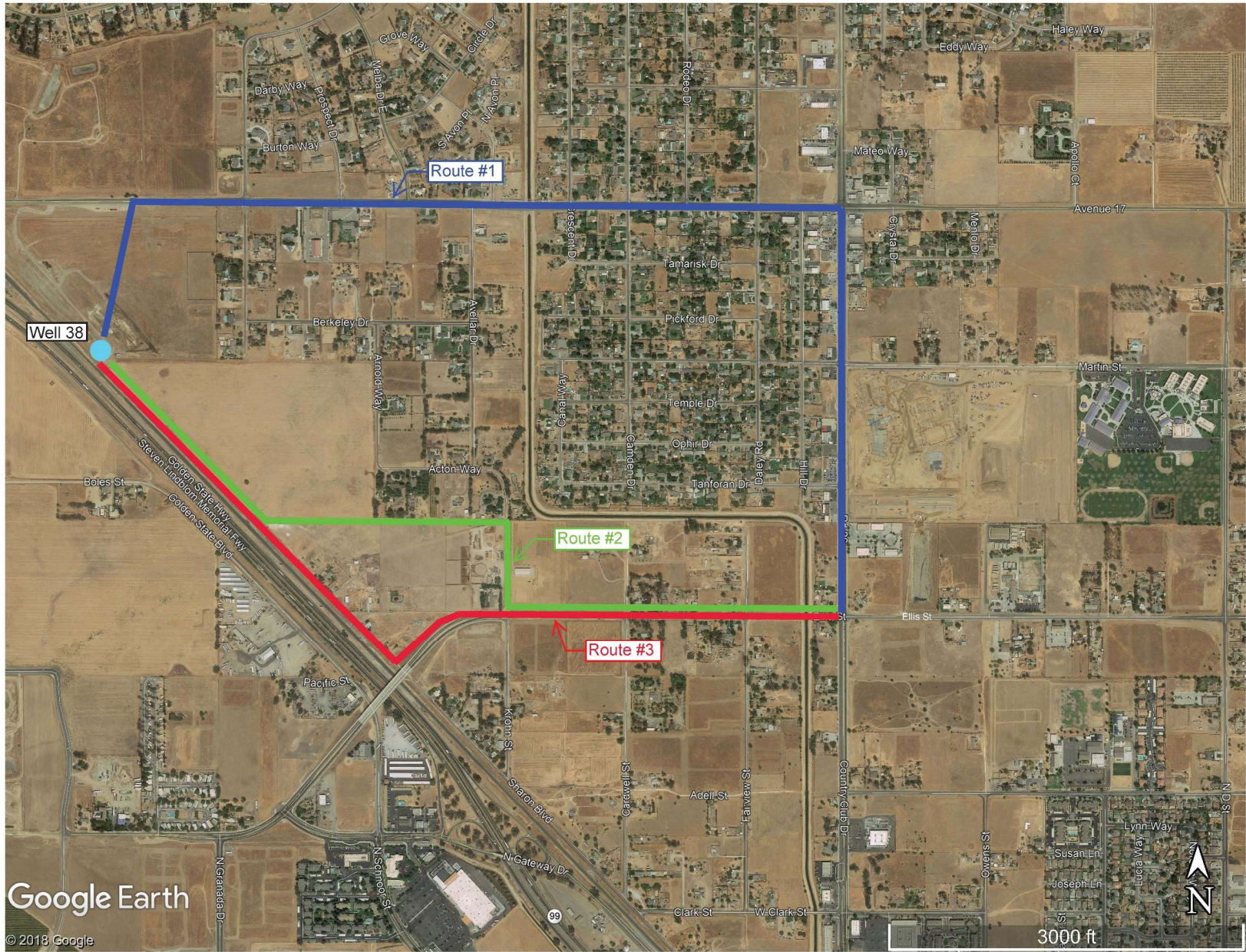
Trisha Barlow, PE
Associate Engineer

Enclosures: Alternative Routes Exhibit, Underground Facilities Summary Exhibit

cc: Amber Adams, QK; Anthony Cemo, Carollo

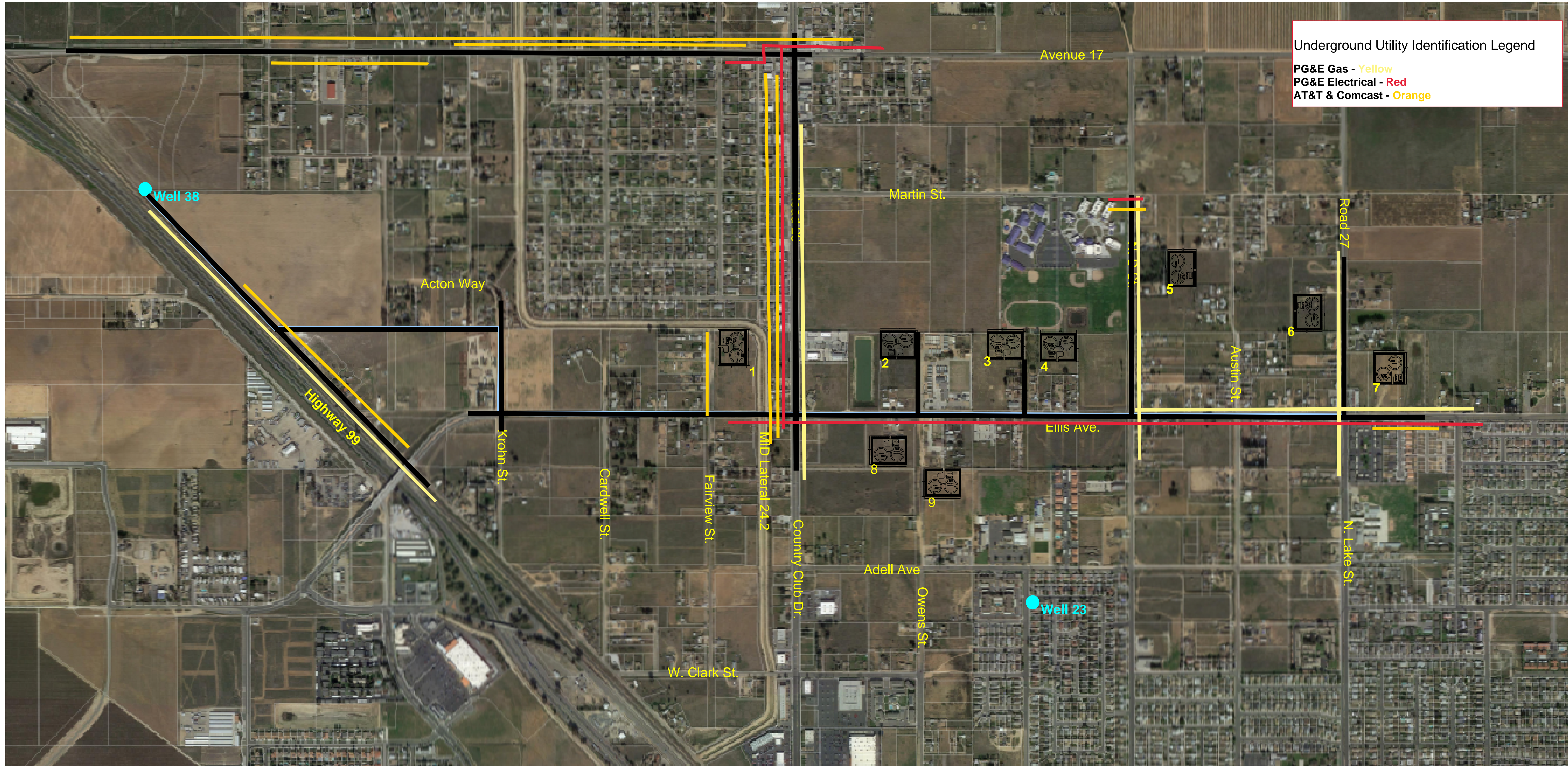
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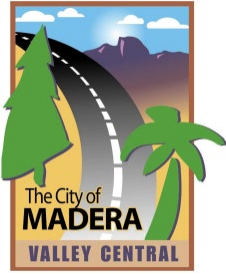
**Alternative Routes Exhibit
Madera Tank and Pipeline Project**





Underground Utility Identification Legend
PG&E Gas - Yellow
PG&E Electrical - Red
AT&T & Comcast - Orange

Item:	B-1
Minutes for:	02/06/19
Adopted:	05/15/19



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

**February 6, 2019
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley 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

Absent: None.

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Manager Arnoldo Rodriguez, Successor Agency Executive Director Bob Wilson, Director of Community Development David Merchen, Police Chief Dino Lawson, 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, Cal Fire Unit Chief Mike Van Loben Sels, Engineering Administrative Analyst Jimmy Monreal, and Engineering Project Manager Frank Holguin.

INVOCATION: April Molina, Love Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT:

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

Khalid Chaudry, made comments with his concerns with corruption and incompetence within the City of Madera.

Ron Montoya, shared his comments about the recall of Mayor Medellin. He also stated his concerns with the CFD tax monies and would like a resolution for this.

Officer Rodriguez with Madera California Highway Patrol, announced that they will be increasing enforcement of DUI saturation patrols and DUI roving patrols on County roads and Highway 99.

Kay Rhodes, commented on the high wages of City of Madera's management staff. She also commented that she is concerned with potential well/water contamination.

Diane Phakonekham with Big Brothers Big Sisters, announced upcoming events and also introduced a new employee Ramon Nunez. He is a Program Coordinator for the Bigs in Blue Program with Madera County. Mr. Nunez shared a story about Madera Police Chief Dino Lawson.

Nancy Koerperich, former Fire Chief, thanked City Council for building a new fire station in the north end of the City. Ms. Koerperich introduced the Acting Fire Chief Mike Van Loben Sels.

PRESENTATIONS

Olive Avenue Water Main Repair – Public Works Staff Recognition

City Manager Arnolando Rodriguez presented Certificates of Recognition to employees for going above and beyond. Certificates were presented to the following employees:

- Brandon Garcia, Water System Worker I
- Joey Tyler, Water System Worker I
- Jon Vasquez, Maintenance Worker I
- Josh Ruiz, Facilities Maintenance Technician
- Juan Montemayor, Maintenance Worker II
- Linda Aguilera, Purchasing Assistant
- Lynn Hollier, Water System Lead Worker
- Martin Mendoza, Water System Worker I
- Mike Valdivia, Facilities Maintenance Technician
- Oscar Garcia, Water System Worker III
- Oscar Solis, Water System Worker III

INTRODUCTIONS None.

A. WORKSHOP None.

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

B. CONSENT CALENDAR

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

Mayor Medellin pulled item B-12 to be brought back at a future meeting.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER ROBINSON, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-12, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

B-1 Minutes – 2/07/18, 2/21/18

B-2 Register of Audited Demands 1/05/19 – 1/25/19 (Report by Tim Przybyla)

B-3 Water Conservation Report for 12/17/18 – 1/20/19 (Report by John Scarborough)

B-4 Consideration of a Resolution Approving an Agreement with Provost & Pritchard Consulting Group in the Amount of \$20,800 for Professional Engineering Services for Water Main Replacement from Gateway Drive to Riverside Drive Under Fresno River and Consultation on Nearby Water Mains and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 19-16 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PROVOST & PRITCHARD CONSULTING GROUP IN THE AMOUNT OF \$20,800 FOR PROFESSIONAL ENGINEERING SERVICES FOR WATER MAIN REPLACEMENT FROM GATEWAY DRIVE TO RIVERSIDE DRIVE UNDER FRESNO RIVER AND CONSULTATION ON NEARBY WATER MAINS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-5 Consideration of a Resolution Approving a \$2,600 Contract with Nichols Consulting for the Preparation and Filing of the State Mandated Cost Claims for the Period from Execution of Contract until June 30, 2019 and Authorizing the Mayor to Sign the Contract on Behalf of the City (Report by Tim Przybyla)

RES. NO. 19-17 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A \$2,600 SPECIAL SERVICES AGREEMENT BETWEEN THE CITY OF MADERA AND NICHOLS CONSULTING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

B-6 Consideration of a Minute Order Accepting the E. Yosemite Avenue (SR 145) & Elm Street Traffic Signal Installation, City Project No. TS 17-02, CDBG Project No. B17MC060053 (Rebid) and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-7 Informational Report on Personnel Activity (Report by Wendy Silva)

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

Assumption Agreement, Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

RES. NO. 19-18 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING FIRST AMENDMENT TO LETTER OF UNDERSTANDING DATED MAY 17, 2018 WITH THE UNION PACIFIC RAILROAD COMPANY FOR THE PURCHASE OF FOUR PARCELS OF REAL PROPERTY AND ONE EASEMENT FOR THE OLIVE AVENUE, BETWEEN GATEWAY DRIVE AND KNOX STREET, WIDENING AND RECONSTRUCTION PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT, ACCEPTANCE OF RELEASE AND QUITCLAIM EASEMENT, ACCEPTANCE OF QUITCLAIM DEEDS FOR FIVE PARCELS OF REAL PROPERTY , AUTHORIZING THE CITY CLERK TO CERTIFY AND RECORD THE QUITCLAIM EASEMENT AND QUITCLAIM DEEDS AND APPROVING ASSIGNMENT AND ASSUPTION AGREEMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

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

RES. NO. 19-19 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE AWARD OF CONTRACT FOR PEDESTRIAN FACILITIES AROUND SCHOOLS AND COMMERCIAL AREAS, CITY PROJECT NO. R-62, FEDERAL PROJECT NO. CML 5157 (108), IN THE AMOUNT OF \$183,502.00 TO WITBRO INC. DBA SEAL RITE PAVING.

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

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

RES. NO. 19-20 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPOINTING FELIPE GRIMALDO JIMENEZ TO THE CITY OF MADERA AIRPORT ADVISORY COMMISSION

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

Mayor Medellin pulled item B-12 to be brought back at a future meeting.

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

RES. NO. 19-21 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPOINTING DENNIS SMITH TO THE CITY OF MADERA AMERICANS WITH DISABILITIES ACT ADVISORY COUNCIL

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

RES. NO. 19-22 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH MARK THOMAS AND COMPANY, INC., IN THE AMOUNT OF \$219,349 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR STATE ROUTE 145 (YOSEMITE AVENUE) AS DOWNTOWN MAIN STREET (TRANS-09) AND AUTHORIZING OPTIONAL SERVICES UP TO \$10,000 FOR THE CITY OF MADERA, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

RES. NO. 19-23 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AGREEMENT WITH BEYAZ & PATEL, INC. IN THE AMOUNT OF \$84,487.81 FOR PROFESSIONAL ENGINEERING DESIGN SERVICES AND AUTHORIZING OPTIONAL SERVICES UP TO \$8,448 FOR THE "D" STREET WATER TOWER EVALUATION FOR THE CITY OF MADERA AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

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

RES. NO. 19-24 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPOINTING EVA MEDINA TO THE COMMUNITY DEVELOPMENT BLOCK GRANT REVIEW AND ADVISORY COMMITTEE

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

RES. NO. 19-25 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPOINTING RYAN CERIONI TO THE CITY OF MADERA PLANNING COMMISSION

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

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

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

The report was presented by Director of Community Development David Merchen and consultant Michael Sigala.

Discussion followed.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, RES. NO. 19-15 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-15 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CONSENTING TO ASSIGNMENT OF REAL ESTATE OPTION AGREEMENT BETWEEN THE CITY OF MADERA AND MADERA OPPORTUNITES FOR RESIDENT ENRICHMENT AND SERVICES, INC. A FOR THE PROOPERTY AT 200 AND 204 N. "C" STREET TO PACIFIC WEST COMMUNITIES

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-1, SUCCESSOR AGENCY RES. NO. SA 19-05 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. SA 19-05 A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY, MADERA, CALIFORNIA, CONSENTING TO ASSIGNMENT OF AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND ESCROW INSTRUCTIONS BETWEEN THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY AND MADERA OPPORTUNITIES FOR RESIDENT ENRICHMENT AND SERVICES, INC. FOR THE PROPERTY AT 121 AND 125 N. "C" STREET TO PACIFIC WEST COMMUNITIES

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

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

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

Maritza Gomez with CAPMC was available for questions from the City Council or public.

No other questions or comments were offered.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 19-26 AND RES. NO 19-27 WAS ADOPTED BY A VOTE OF 5-0. ABSTAINED: COUNCIL MEMBERS RODRIGUEZ AND HOLLEY.

RES. NO. 19-26 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING \$45,000 IN FUNDING FROM THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY FOR A REROOFING PROJECT AT MILLVIEW COMMUNITY CENTER

RES. NO. 19-27 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING THE FY 2018 – 19 BUDGET TO RECOGNIZE \$45,000 IN FUNDING FROM THE COMMUNITY ACTION PARTNERSHIP OF MADERA COUNTY AND TO APPROPRIATE FUNDS TO SPECIFIED ACCOUNT

C-3 Public Hearing and Consideration of:

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

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

Conduction of:

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

Consideration of:

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

The report was presented by Planning Manager Chris Boyle.

City Clerk declared the Notice of Public Hearing was published on January 12, 2019

Mayor Medellin opened the public hearing and no speakers came forward.

City Clerk declared:

- No written protests received.
- There are less than twelve registered voters within the Communities Facilities District.
- Written consents to hold the Community Facilities District elections today have been received from all land owners within the proposed Annexation No. 5.
- Concur with holding of the special election for the Annexation No. 5.

Mayor Medellin closed public hearing and turned the meeting back to City Clerk.

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

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3(1), RES. NO. 19-28 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-28 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE ANNEXATION OF TERRITORY TO COMMUNITY FACILITIES DISTRICT NO. 2005-01 AND AUTHORIZING THE LEVY OF A SPECIAL TAX AND SUBMITTING THE LEVY OF TAX TO THE QUALIFIED ELECTORS

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-3(2), RES. NO. 19-28 AND RES. NO 19-27 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-29 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, CALLING A SPECIAL ELECTION AND SUBMITTING TO THE VOTERS OF ANNEXATION NO. 5 OF CITY OF MADERA COMMUNITY FACILITIES DISTRICT NO. 2005-01 THE PROPOSITION REGARDING THE ANNUAL LEVY OF SPECIAL TAXES WITHIN ANNEXATION NO. 5 TO FINANCE POLICE PROTECTION SERVICES, FIRE PROTECTION AND SUPPRESSION SERVICES, PARK MAINTENANCE, AND STORM DRAINAGE SYSTEM OPERATION AND MAINTENANCE WITHIN THE DISTRICT

City Clerk announced she received one ballot; the number of votes for one ballot is a total of three votes; it is a yes vote.

City Clerk declared Proposition A passed unanimously.

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

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-3(3), CERTIFYING ELECTION RESULTS WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER RODRIGUEZHOLLEY, ITEM C-3(4), RES. NO. 19-30 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-30 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF A SPECIAL ELECTION AND ADDING THE TERRITORY IDENTIFIED AS ANNEXATION NO. 5 TO COMMUNITY FACILITIES DISTRICT NO. 2005-01

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

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

The report was presented by Planning Manager Chris Boyle.

Discussion followed.

Mayor Medellin opened the public hearing.

April Molina expressed concerns with traffic in the area, and wondered if there was any communication with the school district? Mr. Boyle stated that as a standard policy with residential development, the school district is routed the project and has provided responses as it relates to it.

Mayor Medellin closed the public hearing.

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

ON MOTION BY COUNCIL MEMBER RODRIGUEZ, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED AND ITEM C-4(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 REZONING TWO PARCELS (APN: 012-270-001, 012-270-002) FROM THE PD-3000 (PLANNED DEVELOPMENT) AND PD-4500 (PLANNED DEVELOPMENT) ZONE DISTRICTS TO THE PD-1500 (PLANNED DEVELOPMENT) ZONE DISTRICT AS IDENTIFIED WITHIN EXHIBIT "A"

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-4(2), RES. NO. 19-28 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 19-31 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A GENERAL PLAN AMENDMENT CHANGING THE LAND USE DESIGNATION OF TWO PARCELS (APN: 012-270-001 AND 012-270-002) LOCATED IN PROXIMITY TO THE INTERSECTION OF GARY LANE AND BARNETT WAY FROM THE MD (MEDIUM DENSITY) GENERAL PLAN LAND USE DESIGNATION TO THE HD (HIGH DENSITY) GENERAL PLAN LAND USE DESIGNATION

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

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

The report was presented by Grant Administrator Ivette Iraheta.

Discussion followed.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-5, RES. NO. 19-32 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**RES. NO. 19-32 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA,
APPROVING A CHANGE OF THE NAME OF THE COMMUNITY DEVELOPMENT BLOCK
GRANT REVIEW AND ADVISORY COMMITTEE**

D. WRITTEN COMMUNICATIONS None.

E. ADMINISTRATIVE REPORTS

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

The report was presented by City Manager Arnoldo Rodriguez.

Discussion followed.

Direction was given to the City Clerk Sonia Alvarez to send the last two years and the current year budget to City Council Members before a decision will be made.

F. COUNCIL REPORTS

Council Member Robinson reported he attended Housing, Community and Economic Development Policy Committee meeting.

Council Member Garcia attended an orientation with the Housing Authority. He also attended a meeting at Roosevelt school that discussed housing.

Mayor Medellin reported that he attended the La Quinta Inn ribbon cutting. He also thanked everyone involved in the Boy Scouts Civics' Day.

Mayor Medellin also reported that the City of Rutland Massachusetts and the City of Madera entered a friendly Super Bowl wager. We put a basket together with wine, cheese, nuts and a Love Madera shirt. It was a lot of fun.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 9:10 p.m. to discuss the items as listed on the agenda.

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

Agency Designated Representatives: Arnoldo Rodriguez

Unrepresented Positions:

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

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

Unrepresented Positions: City Attorney, City Clerk, City Manager

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

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

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

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 11:35 p.m. with Council Members Medellin, Montes, Gallegos, Rodriguez and Garcia: Council Member Holley left at 10:34 p.m. and Council Member Robinson left at 10:36 p.m.

There was no reportable action for items G-2 through G-4.

ADJOURNMENT - The meeting was adjourned at 11:36 p.m. Next regular meeting February 20, 2019.

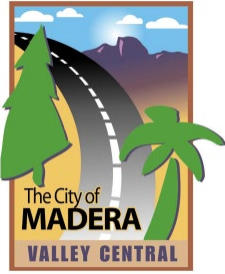
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

Item:	B-1
Minutes for:	02/13/19
Adopted:	05/15/19



MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

**February 13, 2019
6:00 p.m.**

**Council Chambers
City Hall**

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

ROLL CALL:

Present: Mayor Andrew J. Medellin
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1 (Arrived at 6:01 after roll was called).
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5

Absent: Council Member Donald E. Holley, District 6

Others present were City Attorney Brent Richardson, City Clerk Sonia Alvarez, City Manager Arnoldo Rodriguez and Division Fire Chief Matt Watson.

INVOCATION: April Molina, Love Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

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.

None.

Mayor Medellin recessed the Special Meeting of the Madera City Council at 6:04 p.m.

Housing Authority Chairperson Gallegos opened the Regular Meeting of the Housing Authority of the City of Madera, calling for items as listed on the agenda. The Housing Authority meeting was adjourned at 6:30 p.m.

Mayor Medellin reconvened the Special Meeting of the Madera City at 6:30 p.m.

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP: None.

B. CONSENT CALENDAR: None.

C. HEARINGS, PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS: None.

D. WRITTEN COMMUNICATIONS: None.

E. ADMINISTRATIVE REPORTS: None.

F. COUNCIL REPORTS: None.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

The Council adjourned to closed session at 6:31 p.m. to discuss the items as listed on the agenda.

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

Agency Designated Representatives: Andy Medellin, Jose Rodriguez, Donald Holley
Unrepresented Positions: City Attorney, City Clerk

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 7:10 p.m.

There was no reportable action for item G-2.

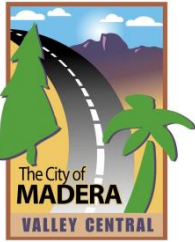
ADJOURNMENT - The meeting was adjourned at 7:10 p.m. Next regular meeting February 20, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor



REPORT TO CITY COUNCIL

Approved by:

Susan K. Pittman for J. Przybyla.
Department Director

Arulds Rodriguez
City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-2

SUBJECT: Register of Audited Demands

RECOMMENDATION: Review Register of Audited Demands Report for April 20, 2019 to May 3, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of April 20, 2019 to May 3, 2019 is contained in the attachment.

General Warrant	21682 - 21886	\$1,694,419.46
Wire Transfer	Union Bank Payroll and Taxes	\$588,824.50
Wire Transfer	SDI	\$2,142.46
Wire Transfer	Cal Pers	\$479,421.43

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.

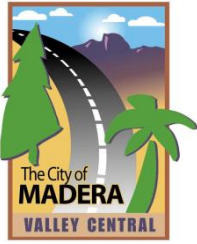
CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
May 3, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21682	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	ADMIN FEES FOR APRIL 2019	162.00
21683	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE ACCT 04/19/19 PAYROLL	1,173.37
21684	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS FOR 04/19/19 PAYROLL	1,817.96
21685	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	#E700482-3 FOR 04/19/2019 PAYROLL	966.99
21686	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M A C E A	APRIL 2019 MONTHLY DUES	2,262.50
21687	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M P O A	APRIL 2019 MONTHLY DUES	7,380.02
21688	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	M.C.E.A.	APRIL 2019 MONTHLY DUES	375.00
21689	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	MID-MGMT EMPLOYEE GROUP	APRIL 2019 MONTHLY DUES	640.00
21690	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 04/19/2019 PAYROLL	2,119.08
21691	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 04/19/2019 PAYROLL	8,013.86
21692	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS FOR 04/19/19 PAYROLL	150.00
21693	4/22/2019	FINANCE	PAYROLL TAX/WITHHOLDING TRUST	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 04/19/19 PAYROLL	22,940.64
21694	4/25/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	ADMINISTRATIVE SOLUTIONS INC.	MONTHLY ADMIN FEE AND DEPOSIT FOR MEDICAL CLAIMS APRIL 2019	44,300.00
21695	4/25/2019	WWT PLANT	WWT PLANT	CALIFORNIA AIR RESOURCES BOARD	REGISTRATION RENEWAL	735.00
21696	4/25/2019	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	COPIER SERVICE AND LEASE AGREEMENT 03/19 ENGINEERING DEPT	1,391.43
21697	4/25/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	AMERITAS LIFE INSURANCE CORP.	MAY 2019 DENTAL INSURANCE	13,501.64
21698	4/25/2019	FINANCE	PARKS	ARAMARK UNIFORM SERVICES	03/19 UNIFORM SERVICES	4,928.57
21699	4/25/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	ARBOR SOLUTIONS	TREE CONSULTATION	125.00
21700	4/25/2019	SEWER MTNC/OPERATIONS	SEWER MTNC/OPERATIONS	ARROW ELECTRIC MOTOR INC	MOTOR PUMP REPAIR	3,847.92
21701	4/25/2019	FINANCE	PLANNING	AT&T	03/19 SERVICE 831-000-6408 576	3,978.40
21702	4/25/2019	PD ADMINISTRATION	PD ADMINISTRATION	AT&T	03/19 CALNET 3 SERVICES	190.68
21703	4/25/2019	HR/RISK MANAGEMENT	CITY ADMINISTRATOR	BLUE SHIELD OF CALIFORNIA	CITY PAID RETIREE MEDICAL BILL MAY 2019- D TOOLEY	137.00
21704	4/25/2019	ENGINEERING	PROP 1B PTMISEA	BMY CONSTRUCTION GROUP, INC.	CONSTRUCTION OF THE MADERA TRANSIT CENTER PROJECT	468,000.50
21705	4/25/2019	FINANCE	GOLF COURSE DEBT SERVICE	CALIFORNIA BANK & TRUST	COMMERCIAL LOAN PMT ACCT 0014006086530001 & 0014006086530002	226,867.87
21706	4/25/2019	FACILITIES	FACILITY/MAINTENANCE	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS, ACCIDENT DATE 01/07/19, 01/27/19, 01/31/19	420.57
21707	4/25/2019	PURCHASING	AIRPORT OPERATIONS	CANON FINANCIAL SERVICES	APRIL 2019 CONTRACT CHARGES	3,871.46
21708	4/25/2019	WATER MTNC/OPERATIONS	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILET/INSTALL x3 APPLY TO ACCT 7113215 & SMART IRRIG CNTRL APPLY TO ACCT 9918924	800.00
21709	4/25/2019	SEWER MTNC/OPERATIONS	SEWER MTNC/OPERATIONS	CWEA	COLLECTION SYSTEM MAINT TRAINING	120.00
21710	4/25/2019	ENGINEERING	MEASURE K SALES TAX - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF THE FIRE STATION NO. 58 NORTHWEST	44,080.00
21711	4/25/2019	ENGINEERING	MEASURE K SALES TAX - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF THE FIRE STATION NO. 58 NORTHWEST	152,047.50
21712	4/25/2019	FINANCE	GENERAL FUND	DIVISION OF THE STATE ARCHITECT	SB 1186 FEES QTR 3 FY 18/19	21.60
21713	4/25/2019	WATER MTNC/OPERATIONS	WATER DEBT SERVICE/REV BONDS	FRASER & ASSOC	WATER BOND DISCLOSURE	1,437.50
21714	4/25/2019	PW - STREETS	PW - STREETS	TRENTMAN CORPORATION	TRAFFIC PAINT REFLECTIVE BEADS	11,877.19
21715	4/25/2019	PD ADMINISTRATION	PD ADMINISTRATION	TIM J LAW	LAW ENFORCEMENT EMLPTM BACKGROUND	1,200.00
21716	4/25/2019	UTILITY BILLING/WATER	PD ADMINISTRATION	MADERA COUNTY TREASURER	FEBRUARY 2019 PARKING PENALTIES	144.00
21717	4/25/2019	IS	COMP MAINTENANCE	MCCURDY, REBECCA	REIMBURSEMENT FOR AIRFARE TO TYLER CONNECT CONF	478.51
21718	4/25/2019	FINANCE	FINANCE	MUNISERVICES, LLC	SUTA SERVICES FOR TAX 1ST QTR 18/19 & STARS SERVICE 3RD QTR 2018 REPORTS	5,334.19
21719	4/25/2019	GRANT/ENTITLEMENT OVERSIGHT	TRANSPORTATION - FIXED ROUTE	MV TRANSPORTATION, INC.	JANUARY & FEBRUARY 2019 ROUTE 3 COLLEGE FIXED SERVICES	14,509.62
21720	4/25/2019	WATER QUALITY CONTROL	WATER CONSERVATION PROGRAM	OTP- REBATES	TURF REPLACEMENT REBATE (18-24)	3,000.00
21721	4/25/2019	CODE ENFORCEMENT	CODE ENFORCEMENT	OVERPAYMENTS	REFUND DUPLICATE PAYMENT	15.00
21722	4/25/2019	UTILITY BILLING/WATER	WATER UTILITY	OVERPAYMENTS	REFUND- CUSTOMER PAID WRONG ACCT	524.99
21723	4/25/2019	FINANCE	ZONE 34B ACTIVITIES	PACIFIC GAS & ELECTRIC	03/19 SERVICE 0443905948-8	10.51
21724	4/25/2019	UTILITY BILLING/WATER	FINANCE	PHOENIX GROUP INFO SYS	CITATIONS FOR FEBRUARY 2019	478.85
21725	4/25/2019	WATER MTNC/OPERATIONS	DRAINAGE FLOOD CONTROL	PRAXAIR DISTRIBUTION, INC.	PRAXAIR CYLINDER DEMURRAGE 2/20/19 - 3/20/19	475.72
21726	4/25/2019	PW - STREETS	PW - STREETS	STATE CONTROLLER'S OFFICE	ANNUAL STREET REPORT FY 17/18	1,687.87
21727	4/25/2019	COMM & REC CENTERS	COMM & REC CENTERS	SUNBELT RENTALS, INC	LIFT RENTAL	2,217.63
21728	4/25/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	SUPERIOR VISION INC.	MAY 2019 VISION INSURANCE	2,275.32
21729	4/25/2019	WWT PLANT	WWT PLANT	SYNAGRO WEST, INC.	CHEMICAL RAW MATERIALS	5,832.24
21730	4/25/2019	PURCHASING	WATER MTNC/OPERATIONS	TESEI PETROLEUM INC.	FUEL CHARGES 04/01/19- 04/10/19	17,946.93
21731	4/25/2019	PD ADMINISTRATION	PD ADMINISTRATION	TRUKKI, MARK	PER DIEM SLI #4 TRAINING	231.00
21732	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	58.05
21733	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	12.38
21734	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	151.54
21735	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	42.50
21736	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	52.81
21737	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	167.29
21738	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	72.15
21739	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	174.70
21740	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	41.27
21741	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	57.52
21742	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	19.23
21743	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	126.82

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21744	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	304.40
21745	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	32.66
21746	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	134.29
21747	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	156.43
21748	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	107.61
21749	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	54.06
21750	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	20.28
21751	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	51.94
21752	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	141.66
21753	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	145.27
21754	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	31.49
21755	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	362.81
21756	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	162.57
21757	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	155.08
21758	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	0.94
21759	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	142.12
21760	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	49.28
21761	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	18.26
21762	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	477.71
21763	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	160.20
21764	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	4.75
21765	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	16.46
21766	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	4.71
21767	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	285.03
21768	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	26.31
21769	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	31.41
21770	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	42.97
21771	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	64.48
21772	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	150.00
21773	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	1,044.30
21774	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	107.74
21775	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	149.40
21776	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	40.38
21777	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	220.98
21778	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	42.02
21779	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	87.10
21780	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	31.28
21781	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	66.36
21782	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	150.00
21783	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	115.95
21784	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	23.69
21785	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	218.47
21786	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	10.23
21787	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	74.00
21788	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	135.89
21789	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	155.80
21790	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	8.79
21791	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	91.17
21792	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	109.59
21793	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	5.73
21794	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	124.32
21795	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Deposit Refund	35.39
21796	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	165.25
21797	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	108.47
21798	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	196.82
21799	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	237.93
21800	4/25/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	Utility Billing Credit Refund	143.68
21801	4/25/2019	MULTIPLE	MULTIPLE ORGS	US BANK CORPORATE PAYMENT SYSTEMS	03/19 CAL-CARD CHARGES	128,004.03
21802	4/25/2019	FINANCE	CITY ADMINISTRATOR	VERIZON WIRELESS	PW/PD AIR CARDS, CC IPAD SVS, CITY CELL PHONES CHARGES 03/11/19- 04/10/19	7,643.37
21803	5/1/2019	ENGINEERING	ENGINEERING	ACRO SERVICE CORPORATION	TEMPORARY DRAFTER, STEVE ROBERSON	1,170.00
21804	5/1/2019	ENGINEERING	ENGINEERING	AKEL ENGINEERING GROUP, INC.	YOSEMITE AVE STORM DRAINED	2,474.00
21805	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES 04/18/19 - POLICE DEPARTMENT	280.00
21806	5/1/2019	FINANCE	WATER FUND	AR REFUNDS	REFUND DEPOSIT FOR CONSTRUCTION METER #7	1,700.00
21807	5/1/2019	MULTIPLE	MULTIPLE ORGS	AT&T	04/19 CALNET 3 SERVICES	2,050.10
21808	5/1/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID BLUE SHIELD OF CA MAY 2019	240,638.12
21809	5/1/2019	WATER QUALITY CONTROL	WATER QUALITY CONTROL	BSK ASSOCIATES	WATER SAMPLES	912.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21810	5/1/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	BURNS, THOMAS	REIMBURSEMENT FOR PATROL VEST	200.00
21811	5/1/2019	PARKS	PARKS	CALIFORNIA CLIMATE CONTROL, INC.	HVAC REPLACEMENT - YOUTH CENTER	4,569.00
21812	5/1/2019	FACILITIES	FACILITY/MAINTENANCE	CALIFORNIA DEPARTMENT OF TRANSPORTATION	SHARED COSTS-SIGNALS & LIGHTING JAN - MAR 2019 & FOR DATE 01/13/19	5,302.73
21813	5/1/2019	WATER QUALITY CONTROL	WATER QUALITY CONTROL	CANON FINANCIAL SERVICES	PW WATER CONSERVATION PRINTER USAGE	479.47
21814	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	CENTER FOR EDUCATION & EMPLOYMENT LAW	ONE YEAR SUBSCRIPTION	159.00
21815	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILET/INSTALLATION REBATE APPLY TO ACCT 9924412	89.00
21816	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 9893685	100.00
21817	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	MULCH REBATE APPLY TO ACCT 9917017	100.00
21818	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILETS X2 REBATE APPLY TO ACCT 9924412	198.00
21819	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	TOILETS X2 REBATE APPLY TO ACCT 9908933	200.00
21820	5/1/2019	UTILITY BILLING/WATER	WATER CONSERVATION PROGRAM	CITY OF MADERA	SMART IRRIGATION CONTROL REBATE APPLY TO 9922643	200.00
21821	5/1/2019	FINANCE	COMM & REC CENTERS	COMCAST	CITY INTERNET CONNECTION 04/15/19-05/14/19	1,372.25
21822	5/1/2019	MULTIPLE	MULTIPLE ORGS	COMCAST	04/22/19-05/21/19 SVS 8155500320322006	86.13
21823	5/1/2019	GRANT/ENTITLEMENT OVERSIGHT	CDBG ADMINISTRATIVE COSTS	COMMUNITY ACTION PRTRNSHP OF MADERA CO	REIMB FOR 18/19 3RD QTR EXPENSES-CONTINUUM OF CARE	8,964.83
21824	5/1/2019	HR/RISK MANAGEMENT	HR/RISK MANAGEMENT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL EXAM	113.50
21825	5/1/2019	HR/RISK MANAGEMENT	HR/RISK MANAGEMENT	CPS HR CONSULTING	ANALYST TEST	515.20
21826	5/1/2019	PARKS	COMM & REC CENTERS	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION - YOUTH CENTER	682.50
21827	5/1/2019	GRAFFITI ABATEMENT	GRAFFITI ABATEMENT	ESPINOZA SEWER SERVICE	PORTABLE TOILET SERVICE	50.00
21828	5/1/2019	PARKS	MEDIAN LANDSCAPING	EVERGREEN LAWN CARE & MAINTENANCE, INC.	GROUP 1, 2, 3 MAINTENANCE MARCH 2019	14,720.00
21829	5/1/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	FADLEY, SHAWN	REIMBURSEMENT FOR PATROL VEST	175.00
21830	5/1/2019	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 04/16/19-04/30/19	10,350.00
21831	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	FRESNO BEE, THE	DISPATCHER RECRUITMENT AD	724.72
21832	5/1/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	FRESNO POLICE DEPARTMENT	BASIC MOTORCYCLE TRAINING REGISTRATION-S FADLEY	1,864.00
21833	5/1/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	FRESNO POLICE DEPARTMENT	BASIC MOTORCYCLE TRAINING REGISTRATION-J KELLOM	1,864.00
21834	5/1/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	57.68
21835	5/1/2019	HR/RISK MANAGEMENT	PAYROLL TAX/WITHHOLDING TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE MAY 2019	8,132.42
21836	5/1/2019	SEWER-N.W. QUADRANT FEES	GENERAL TRUST FUND	LSA ASSOCIATES, INC	VILLAGE D SPECIFIC PLAN EIR - MARCH 2019	3,865.00
21837	5/1/2019	SEWER-N.W. QUADRANT FEES	GENERAL TRUST FUND	LSA ASSOCIATES, INC	VILLAGE D SPECIFIC PLAN EIR - FEBRUARY 2019	13,378.75
21838	5/1/2019	PD ADMINISTRATION	SUPPLEMENTAL LAW ENFORCEMENT	MADERA ANIMAL HOSPITAL	VETERINARY SVS CASE #19M-02796 OR 1903M-4684	302.00
21839	5/1/2019	COMMUNITY PROMO	COMMUNITY PROMO	MADERA COUNTY E D C	EDC COMMISSION FOR 4TH QUARTER FY 18/19	43,732.33
21840	5/1/2019	ENGINEERING	WATER CONSERVATION PROGRAM	MADERA IRRIGATION DISTRICT	COOPERATION AGREEMENT DATED MAY 18, 2018	6,680.15
21841	5/1/2019	PLANNING & PURCHASING	PLANNING	MADERA TRIBUNE	MAY 2019 - P.C AND C.C. MEETING ADS& RFP #201819-02 AD	485.75
21842	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	MADERA UNIFORM & ACCESSORIES	7950-DUTY BELT FOR OFFICER RAMIREZ	64.90
21843	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	MCCOMBS, MATTHEW	PER DIEM - ASSET FORFEITURE COURSE	230.00
21844	5/1/2019	UTILITY BILLING/WATER	PD ADMINISTRATION	OVERPAYMENTS	REFUND FOR OVERPAYMENT ON PARKING CITE #35677	3.00
21845	5/1/2019	FINANCE	DRAINAGE FLOOD CONTROL	PACIFIC GAS & ELECTRIC	04/19 SERVICE	28,050.05
21846	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY PAVILION	50.00
21847	5/1/2019	PARKS	PARKS	OTP- PARKS REFUNDS	PARK DEPOSIT & FEE REFUND - CANCELLED EVENT	150.00
21848	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - LTC	50.00
21849	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - MSR PAVILION	50.00
21850	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY PAVILION	50.00
21851	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	PARK DEPOSIT REFUND - ROTARY SHELTER #2	50.00
21852	5/1/2019	PARKS	PARKS	OTP- PARKS REFUNDS	PARK DEPOSIT & FEE REFUND - CANCELLED EVENT	165.00
21853	5/1/2019	PARKS	GENERAL TRUST FUND	OTP- PARKS REFUNDS	FACILITY DEPOSIT REFUND - PAN AM GYM	200.00
21854	5/1/2019	PW - STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCHES	15,961.80
21855	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	PINNACLE TACTICAL SOLUTIONS, LLC	TACTICAL BREACHER RGSTR 6/18-6/20-AJ FORESTIERE	600.00
21856	5/1/2019	GRANT/ENTITLEMENT OVERSIGHT	GENERAL/GRANT OVERSIGHT	RANEY PLANNING & MANAGEMENT, INC.	CONSULTANT SVS - HOME LONG-TERM MONITORING	4,534.81
21857	5/1/2019	HR/RISK MANAGEMENT	SEWER MTNC/OPERATIONS	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE PRESCRIPTION BILL-CHUMLEY MAY 2019	110.00
21858	5/1/2019	HR/RISK MANAGEMENT	SEWER MTNC/OPERATIONS	REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PAID RETIREE MEDICAL BILL-D CHUMLEY MAY 2019	198.00
21859	5/1/2019	ENGINEERING	LOCAL TRANSPORTATION- STREETS	RMA GEOSCIENCE, INC.	PERFORM CONST TESTING & LABORATORY SVS MAR 2019	1,579.50
21860	5/1/2019	AIRPORT OPERATIONS	AIRPORT OPERATIONS	SEABURY COPLAND & ANDERSON INSURANCE AGENCY	AIRPORT LIABILITY RENEWAL	8,415.00
21861	5/1/2019	WATER MTNC/OPERATIONS	WATER MTNC/OPERATIONS	STATE WATER RESOURCES CONTROL BOARD	GRADE 3 WATER DIST RE-EXAM FEE - JOEY TYLER	70.00
21862	5/1/2019	PURCHASING	WATER QUALITY CONTROL	TESEI PETROLEUM INC.	FUEL 04/11/19 - 04/20/19 CDF/CITY AND PROPANE FOR PD	16,072.03
21863	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS FEBRUARY AND MARCH 2019	365.00
21864	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	153.55
21865	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	152.16
21866	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	151.54
21867	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	87.81
21868	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	151.90
21869	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	82.79
21870	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	33.27
21871	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	95.71
21872	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	179.76
21873	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	237.64
21874	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	74.67
21875	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	191.26

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
21876	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	152.34
21877	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	26.14
21878	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	41.82
21879	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	211.71
21880	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	89.34
21881	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	480.56
21882	5/1/2019	UTILITY BILLING/WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	229.46
21883	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	VASQUEZ, RYAN	PER DIEM - ASSET FORFEITURE COURSE	190.00
21884	5/1/2019	FINANCE	CFD 2005-1, CITY-WIDE SERVICES	WILLDAN FINANCIAL SERVICES	CFD FEES FOR MAY 2019	833.54
21885	5/1/2019	PD ADMINISTRATION	PD ADMINISTRATION	HARRY D. WILSON INC.	REPLACE CUBBY DOORS & INSTALL NEW BATTERY	300.07
21886	5/1/2019	ENGINEERING	ENGINEERING	YAMABE & HORN ENGINEERING	PLAN CHECK SVS FOR THE JOSEPH CROWN SUBDIVISION	3,412.50
BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL						1,694,419.46



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: May 15, 2019

A handwritten signature in blue ink, appearing to be "John Scarborough".

John Scarborough, Interim Public Works Director

Agenda Number: B-3

Arnoldo Rodriguez, City Manager

SUBJECT:

Water Conservation Report for March 18th through April 21st

RECOMMENDATION:

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

SUMMARY:

This report addresses four different areas of focus:

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

DISCUSSION:

As illustrated in the following chart, the City's average monthly water conservation rate for the period of March 18th through April 21st increased from 37.5 percent in 2018 to 38 percent. Below is the most current water conservation data.

Monthly Conservation

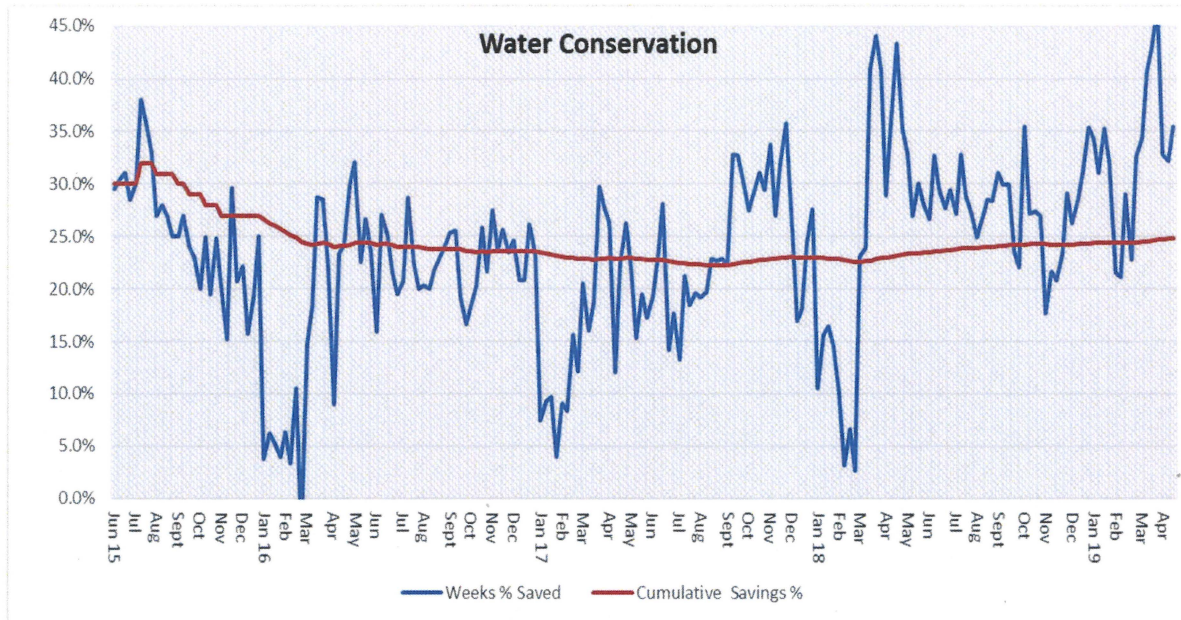
Mar. 18th
Through
Apr. 21st

38%

Cumulative Conservation

June 1st, 2015
Through
Mar. 21st, 2019

24.8%



Water Conservation Outreach:

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

Conservation Outreach

Facebook and Twitter Postings
Water conservation tips and rebate program info

April Utility Billing Newsletter
Watering schedule and articles regarding rebate program and leak detection

Events

Sierra Vista Event – 3/21/19- 200 participants
MCCC Spring Extravaganza 4/11/19 – 250 participants
MCSOS Life Games Event – 4/11/19 – 300 participants
Neighborhood Watch Events – 3/19, 3/26, 4/6, 4/11,
Earth Day 4/12/19 – 250 participants
Sugar Pine Smokehouse Grand Opening Event – 4/20/19 – 100 participants

Water Conservation Activities:

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

Enforcement			
Individual Contacts	213	1st offense (\$75)	18
Verbal Warnings	23	2nd offense (\$200)	3
Maintenance Notices	44	3rd or more offenses (\$500)	0

Water Meters:

In addition to the monthly reading of the manual read meters and the service interruptions due to delinquency, the water meter staff performed various repairs and/or meter programming at 83 properties. Customer concern investigations were conducted and resulted in the discovery of leaks at 8 properties and need for adjustments to irrigation systems at 1 property. Courtesy leak notifications were sent to an additional 26 properties.

System Capacity:

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

FINANCIAL IMPACT:

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

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

ATTACHMENTS:

1. Status Report March 18, 2019 through April 21, 2019 - Water Production and Reserve Fire Flow Capacity

**STATUS REPORT March 18th to APRIL 21ST, 2018
WATER PRODUCTION AND RESERVE FIRE FLOW CAPABILITY**

ATTACHMENT #1

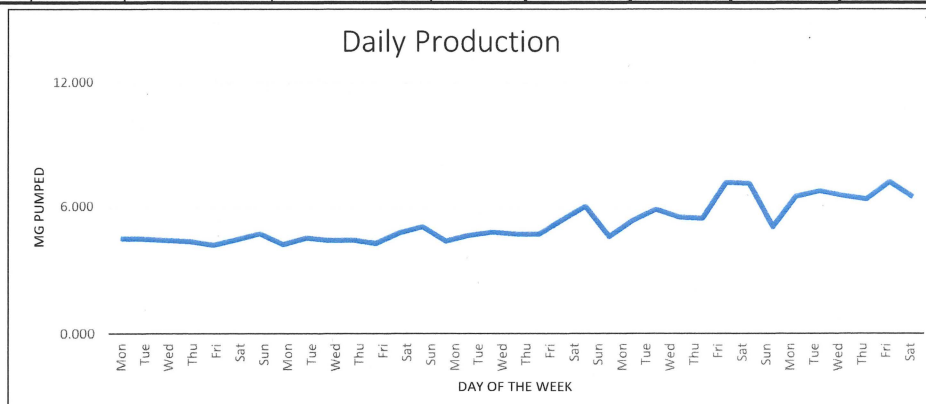
Dates	Day	Peak Temp	MG Pumped	Peak Hour	Lowest Pressure*	Lowest Tank Storage **	Wells Available	Wells On During Peak Hours	Wells in Reserve During Peak Hours	Reserve GPM at Peak	Reserves Meets Fire flow for			
											Residential 1,500 GPM	Commercial 2,500 GPM	Industrial 3,500 GPM	Hospital 4,500 GPM
3/18/2019	Mon	83	4.563	12pm-1pm	44	780,000	16	6	10	11220	Yes	Yes	Yes	Yes
3/19/2019	Tue	78	4.555	8pm-9pm	45	820,000	16	6	10	12130	Yes	Yes	Yes	Yes
3/20/2019	Wed	65	4.484	12pm-1pm	45	780,000	16	5	11	12041	Yes	Yes	Yes	Yes
3/21/2019	Thu	66	4.421	7pm-8pm	45	780,000	16	6	10	11731	Yes	Yes	Yes	Yes
3/22/2019	Fri	67	4.250	8pm-9pm	45	780,000	16	5	11	13020	Yes	Yes	Yes	Yes
3/23/2019	Sat	65	4.523	4pm-5pm	46	780,000	16	4	12	13841	Yes	Yes	Yes	Yes
3/24/2019	Sun	68	4.808	8pm-9pm	45	780,000	16	7	9	10620	Yes	Yes	Yes	Yes
3/25/2019	Mon	78	4.288	7pm-8pm	43	780,000	16	6	10	11820	Yes	Yes	Yes	Yes
3/26/2019	Tue	73	4.599	8pm-9pm	45	780,000	16	6	10	11820	Yes	Yes	Yes	Yes
3/27/2019	Wed	68	4.497	8pm-9pm	45	780,000	16	6	10	11820	Yes	Yes	Yes	Yes
3/28/2019	Thu	69	4.503	8pm-9pm	44	820,000	16	6	10	11820	Yes	Yes	Yes	Yes
3/29/2019	Fri	68	4.324	7pm-8pm	43	780,000	16	16	0	11820	Yes	Yes	Yes	Yes
3/30/2019	Sat	71	4.838	1pm-2pm	45	780,000	16	6	10	11530	Yes	Yes	Yes	Yes
3/31/2019	Sun	76	5.133	12pm-1pm	43	780,000	16	7	9	10020	Yes	Yes	Yes	Yes
4/1/2019	Mon	79	4.437	8pm-9pm	44	820,000	16	6	10	12315	Yes	Yes	Yes	Yes
4/2/2019	Tue	76	4.713	7pm-8pm	45	780,000	16	5	11	13197	Yes	Yes	Yes	Yes
4/3/2019	Wed	71	4.873	9pm-10pm	43	780,000	16	7	9	11198	Yes	Yes	Yes	Yes
4/4/2019	Thu	67	4.778	8pm-9pm	45	780,000	16	6	10	11850	Yes	Yes	Yes	Yes
4/5/2019	Fri	69	4.761	8pm-9pm	43	780,000	16	6	10	12213	Yes	Yes	Yes	Yes
4/6/2019	Sat	77	5.442	1pm-2pm	45	820,000	16	7	9	10860	Yes	Yes	Yes	Yes
4/7/2019	Sun	81	6.099	7pm-8pm	45	780,000	16	6	10	12462	Yes	Yes	Yes	Yes
4/8/2019	Mon	80	4.643	6pm-7pm	45	820,000	16	6	10	11985	Yes	Yes	Yes	Yes
4/9/2019	Tue	69	5.402	9pm-10pm	42	600,000	16	6	10	12287	Yes	Yes	Yes	Yes
4/10/2019	Wed	72	5.953	7pm-8pm	44	780,000	16	6	10	12564	Yes	Yes	Yes	Yes
4/11/2019	Thu	67	5.574	5pm-6pm	45	780,000	16	5	11	13197	Yes	Yes	Yes	Yes
4/12/2019	Fri	72	5.516	7pm-8pm	43	820,000	16	7	9	11050	Yes	Yes	Yes	Yes
4/13/2019	Sat	80	7.253	7pm-8pm	44	780,000	16	7	9	10948	Yes	Yes	Yes	Yes
4/14/2019	Sun	83	7.195	7pm-8pm	43	780,000	16	8	8	9698	Yes	Yes	Yes	Yes
4/15/2019	Mon	76	5.091	1pm-2pm	44	780,000	16	6	10	12374	Yes	Yes	Yes	Yes
4/16/2019	Tue	68	6.565	7pm-8pm	45	820,000	16	6	10	11883	Yes	Yes	Yes	Yes
4/17/2019	Wed	76	6.833	8pm-9pm	44	780,000	16	9	7	8848	Yes	Yes	Yes	Yes
4/18/2019	Thu	89	6.608	9pm-10pm	43	820,000	16	8	8	10098	Yes	Yes	Yes	Yes
4/19/2019	Fri	91	6.445	8pm-9pm	45	820,000	16	7	9	11050	Yes	Yes	Yes	Yes
4/20/2019	Sat	77	7.273	8pm-9pm	44	780,000	16	7	9	11050	Yes	Yes	Yes	Yes
4/21/2019	Sun	74	6.534	7pm-8pm	45	780,000	16	7	9	11050	Yes	Yes	Yes	Yes

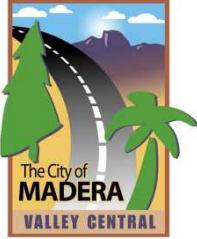
* Goal is to keep system above 30 psi., below 20 cause regulatory issue.

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

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

17 **Number of Wells Available**





REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: May 15, 2019
Agenda Number: B-4

Department Director

City Administrator

SUBJECT: Consideration of a Minute Order Approving and Accepting the City of Madera Investment Report for Quarter Ending March 31, 2019

RECOMMENDATION: Staff recommends the Council approve and accept the City of Madera Investment Report for the quarter ending March 31, 2019 as presented by minute order.

DISCUSSION: The City of Madera Investment Policy calls for a quarterly report to be presented to the City Council, giving detailed information on the portfolio and bank positions with summary information to permit an informed outside reader to evaluate the performance of the investment program. The Finance Director hereby submits the report for the quarter ending March 31, 2019.

The market values for the items being reported were obtained from Union Bank, who acts as the custodian for our investments and who we considered to be an independent source for such information. After reviewing the information included in the attached investment report, the Finance Director/Treasurer certifies that to the best of his knowledge: 1) all investment actions taken during this quarter have been made in full compliance with the City of Madera November 2018 Investment Policy and, 2) the City will meet its expenditure obligations for the next six months.

As can be seen in the summary information of the Council Investment Report, the City's investment program came close to the LAIF benchmark, with a 2.24% yield as compared to 2.55% for the Local Agency Investment Fund [LAIF] as well as coming very close to the 2-Year Treasury benchmark, with a 2.24% performance versus a 2.27% for the 2-Year Treasury. Total Market Value of the City's investments equaled \$74.0 million as of March 31, 2019, with Federal Agency Securities, Local Agency Investment Fund [LAIF], Medium Term Notes and Negotiable Certificates

of Deposit Securities making up 80.1% of that total. The increase in market value is due, in large part, to the availability of additional cash resulting from the revenues received for property taxes, sales and use taxes, and property taxes in lieu of vehicle license fees. During the quarter, the portfolio increased by roughly \$5.4 million, with about a \$4 million increase in investments in the Local Agency Investment Fund [LAIF], an additional \$1 million invested in FDIC insured certificates of deposit, \$1 million added to interest-bearing accounts and slight decreases in the other asset classes.

The Portfolio Holdings Distribution by Maturity Range report is on the second page of the Council Investment Report and reflects the percentages of holdings for each maturity range as of March 31, 2019. All holdings are in line with the November 2018 investment policy.

FINANCIAL IMPACT: There is no fiscal impact of the Council's acceptance of this Investment Report.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Approval of this item is consistent with Strategy 115 of the Vision Plan – Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

City of Madera
Portfolio Holdings
Council Investment Report
Report Format: By Transaction
Group By: Asset Class
Average By: Market Value
Portfolio / Report Group: Report Group: Quarterly Report with Bank Accounts
As of 3/31/2019

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
FDIC Insured Certificate of Deposit										
Allegiance Bank 1.5 6/29/2019	CD-58629	0.34	Certificate Of Deposit	12/29/2016	1.500	249,000.00	249,000.00	249,000.00	6/29/2019	90
Banc of California 2.6 12/28/2022	CD-BANCOFCA	0.34	Certificate Of Deposit	12/28/2017	2.600	249,000.00	249,000.00	249,000.00	12/28/2022	1,368
Boone Bank & Trust 3.3 2/26/2024	CD-BOONEBK	0.34	Certificate Of Deposit	2/26/2019	3.300	249,000.00	249,000.00	249,000.00	2/26/2024	1,793
Dickinson County Bank 2.5 7/24/2022	CD-12425	0.34	Certificate Of Deposit	7/24/2017	2.500	249,000.00	249,000.00	249,000.00	7/24/2022	1,211
First Community Bank 2.1 8/19/2021	CD-16197	0.34	Certificate Of Deposit	8/19/2016	2.100	249,000.00	249,000.00	249,000.00	8/19/2021	872
First Internet Bank of Indiana 1.65 1/30/2020	CD-34607B	0.34	Certificate Of Deposit	1/30/2017	1.650	249,000.00	249,000.00	249,000.00	1/30/2020	305
First Republic Bank 2.23 7/10/2022	CD-3510	0.34	Certificate Of Deposit	7/13/2017	2.230	249,000.00	249,000.00	249,000.00	7/10/2022	1,197
First Utah Bank 2.23 1/7/2020	CD-1813	0.34	Certificate Of Deposit	1/7/2015	2.230	249,000.00	249,000.00	249,000.00	1/7/2020	282
Habib Bank 1.292 9/3/2019	CD-HABIBBK4587F	0.34	Certificate Of Deposit	9/3/2018	1.292	250,000.00	250,000.00	250,000.00	9/3/2019	156
Harbor Bank of Maryland 3.5 2/12/2024	CD-HARBORBANK	0.34	Certificate Of Deposit	2/12/2019	3.500	249,000.00	249,000.00	249,000.00	2/12/2024	1,779
IDB Bank 2.1 9/30/2021	CD-IDB093016	0.34	Certificate Of Deposit	9/30/2016	2.100	248,000.00	248,000.00	248,000.00	9/30/2021	914
Independence Bank 3.42 3/5/2024	CD-INDEPENDENCE	0.34	Certificate Of Deposit	3/5/2019	3.420	249,000.00	249,000.00	249,000.00	3/5/2024	1,801
Kansas State Bank 2.05 6/13/2021	CD-19899	0.34	Certificate Of Deposit	6/13/2016	2.050	249,000.00	249,000.00	249,000.00	6/13/2021	805
Latino Credit Union 2.15 5/22/2022	CD-8104945	0.34	Certificate Of Deposit	5/22/2017	2.150	249,000.00	249,000.00	249,000.00	5/22/2022	1,148
Midwest Regional Bank 3 5/15/2020	CD-8889	0.34	Certificate Of Deposit	10/23/2018	3.000	249,000.00	249,000.00	249,000.00	5/15/2020	411
Origin Bank 3 8/22/2020	CD-12614	0.33	Certificate Of Deposit	8/22/2018	3.000	246,000.00	246,000.00	246,000.00	8/22/2020	510
Pentagon Federal Credit Union 2.25 10/16/2022	CD-1234C	0.34	Certificate Of Deposit	10/16/2017	2.250	249,000.00	249,000.00	249,000.00	10/16/2022	1,295
Richwood Bank 2.4 2/9/2023	CD-HOMECITYFSB	0.34	Certificate Of Deposit	2/9/2019	2.400	249,000.00	249,000.00	249,000.00	2/9/2023	1,411
Rio Grande Credit Union 2.13 6/13/2021	CD-62573	0.34	Certificate Of Deposit	6/13/2016	2.130	249,000.00	249,000.00	249,000.00	6/13/2021	805

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Security State Bank 1.935 10/26/2021	CD-SECSTBK16	0.34	Certificate Of Deposit	10/26/2016	1.935	249,000.00	249,000.00	249,000.00	10/26/2021	940
SouthEast Bank 2.485 7/24/2022	CD-57348B	0.34	Certificate Of Deposit	8/8/2017	2.485	249,000.00	249,000.00	249,000.00	7/24/2022	1,211
Start Community Bank 1.49 4/26/2019	CD-START102616	0.34	Certificate Of Deposit	10/26/2016	1.490	249,000.00	249,000.00	249,000.00	4/26/2019	26
State Bank of Chandler 2 8/22/2021	CD-8858	0.34	Certificate Of Deposit	8/22/2016	2.000	249,000.00	249,000.00	249,000.00	8/22/2021	875
Triumph Savings Bank 3 10/4/2020	CD-23498	0.34	Certificate Of Deposit	10/4/2018	3.000	250,000.00	250,000.00	250,000.00	10/4/2020	553
Union Bank & Trust 3 6/6/2021	CD-UNIONBANK	0.34	Certificate Of Deposit	3/6/2019	3.000	249,000.00	249,000.00	249,000.00	6/6/2021	798
Vibrant Credit Union 2.25 3/22/2020	CD-61093	0.34	Certificate Of Deposit	3/23/2016	2.250	248,000.00	248,000.00	248,000.00	3/22/2020	357
FDIC Insured Certificate of Deposit		8.74			2.367	6,471,000.00	6,471,000.00	6,471,000.00		881

Federal Agency Securities

FFCB 1.54 12/14/2020-17	3133EGEU5	0.67	FFCB Bond	6/14/2016	1.540	500,000.00	500,000.00	493,370.00	12/14/2020	624
FFCB 1.59 9/14/2020-18	3133EHYL1	1.74	FFCB Bond	10/26/2017	1.840	1,300,000.00	1,290,900.00	1,286,181.00	9/14/2020	533
FFCB 2.05 8/8/2022	3133EHTY9	1.34	FFCB Bond	8/8/2017	2.050	1,000,000.00	1,000,000.00	991,390.00	8/8/2022	1,226
FHLB 1.45 6/15/2020-16	3130A8EM1	0.67	FHLB Bond	6/15/2016	1.450	500,000.00	500,000.00	494,125.00	6/15/2020	442
FHLB 2.1 5/18/2022-18	3130ABCS3	1.34	FHLB Bond	5/18/2017	2.100	1,000,000.00	1,000,000.00	991,820.00	5/18/2022	1,144
FHLB 2.125 8/26/2022-18	3130AC6U3	1.34	FHLB Bond	8/30/2017	2.125	1,000,000.00	1,000,000.00	991,850.00	8/26/2022	1,244
FHLB 2.15 12/28/2021-17	3130AAEX2	1.34	FHLB Bond	12/28/2016	2.150	1,000,000.00	1,000,000.00	993,450.00	12/28/2021	1,003
FHLB Step 11/23/2021-17	3130A9W80	1.33	FHLB Bond	11/23/2016	1.378	1,000,000.00	1,000,000.00	986,160.00	11/23/2021	968
FHLMC 1.4 12/27/2019-17	3134G9SN8	1.34	FHLMC Bond	6/27/2016	1.400	1,000,000.00	1,000,000.00	992,000.00	12/27/2019	271
FHLMC 2.25 7/26/2022-18	3134GBYP1	1.35	FHLMC Bond	7/26/2017	2.250	1,000,000.00	1,000,000.00	1,000,740.00	7/26/2022	1,213
FHLMC 2.35 11/22/2022-18	3134GBX64	1.34	FHLMC Bond	11/22/2017	2.350	1,000,000.00	1,000,000.00	990,720.00	11/22/2022	1,332
FHLMC Step 6/30/2021-16	3134G9WX1	1.34	FHLMC Bond	6/30/2016	1.348	1,000,000.00	1,000,000.00	990,270.00	6/30/2021	822
FNMA 1.25 6/30/2020-16	3136G3WT8	1.33	FNMA Bond	6/30/2016	1.250	1,000,000.00	1,000,000.00	986,080.00	6/30/2020	457
FNMA 1.375 12/30/2020-16	3136G3WP6	1.33	FNMA Bond	6/30/2016	1.375	1,000,000.00	1,000,000.00	984,070.00	12/30/2020	640
FNMA 1.375 5/26/2020-17	3136G3QB4	0.67	FNMA Bond	5/26/2016	1.375	500,000.00	500,000.00	494,055.00	5/26/2020	422
FNMA 1.55 10/28/2021-17	3136G4DX8	1.33	FNMA Bond	10/28/2016	1.550	1,000,000.00	1,000,000.00	981,610.00	10/28/2021	942
FNMA 1.75 6/16/2021-16	3136G3QC2	0.67	FNMA Bond	6/16/2016	1.750	500,000.00	500,000.00	492,315.00	6/16/2021	808
Federal Agency Securities		20.45			1.751	15,300,000.00	15,290,900.00	15,140,206.00		857

Interest Bearing Accounts

Union Bank - General Fund Cash	CASH2166	6.04	Cash	6/30/2013	0.000	4,469,108.42	4,469,108.42	4,469,108.42	N/A	1
Union Bank - Parking Fines Cash	CASH3596	0.14	Cash	6/30/2013	0.000	106,045.65	106,045.65	106,045.65	N/A	1
Union Bank - Special Program Cash	CASH6508	0.25	Cash	6/30/2013	0.000	185,552.16	185,552.16	185,552.16	N/A	1

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Union Bank - Trust MM	MM4900	4.64	Money Market	6/30/2013	2.330	3,435,841.35	3,435,841.35	3,435,841.35	N/A	1
Interest Bearing Accounts		11.07			0.977	8,196,547.58	8,196,547.58	8,196,547.58		1
Local Agency Investment Fund										
LAIF LGIP	LGIP0502	24.55	Local Government Investment Pool	6/30/2013	2.550	18,171,082.61	18,171,082.61	18,171,082.61	N/A	1
Local Agency Investment Fund		24.55			2.550	18,171,082.61	18,171,082.61	18,171,082.61		1
Medium Term Notes										
Apple Inc 1.1 8/2/2019	037833CB4	1.34	Corporate Bond	11/8/2016	1.212	1,000,000.00	997,000.00	994,940.00	8/2/2019	124
Apple Inc. 2.25 2/23/2021-21	037833BS8	1.35	Corporate Bond	1/24/2017	2.279	1,000,000.00	998,903.00	996,400.00	2/23/2021	695
Microsoft Corp 1.55 8/8/2021-21	594918BP8	1.32	Corporate Bond	10/12/2016	1.637	1,000,000.00	996,000.00	976,110.00	8/8/2021	861
Royal Bank of Canada 1.5 7/29/2019	78012KRK5	0.67	Corporate Bond	12/13/2016	1.853	500,000.00	495,500.00	498,180.00	7/29/2019	120
Royal Bk CDA MTN 2.5 1/19/2021	78012KKU0	1.35	Corporate Bond	1/25/2016	2.301	1,000,000.00	1,009,300.00	999,790.00	1/19/2021	660
Toronto Dominion Bank 3.25 6/11/2021	89114QBZ0	1.37	Corporate Bond	6/26/2018	3.177	1,000,000.00	1,002,050.00	1,011,500.00	6/11/2021	803
Toyota Motor Credit Corp 2.95 4/13/2021	89236TEU5	0.68	Corporate Bond	6/26/2018	2.958	500,000.00	499,905.50	503,395.00	4/13/2021	744
Toyota Motor Credit Corp. 2.6 1/11/2022	89236TDP7	0.68	Corporate Bond	2/13/2019	2.802	500,000.00	497,200.00	500,250.00	1/11/2022	1,017
Walmart Inc. 3.125 6/23/2021	931142EJ8	1.37	Corporate Bond	6/27/2018	3.027	1,000,000.00	1,002,785.55	1,013,720.00	6/23/2021	815
Walmart Inc. 5 yr 3.4 6/26/2023-23	931142EK5	0.70	Corporate Bond	6/27/2018	3.328	500,000.00	501,650.00	514,815.00	6/26/2023	1,548
Wells Fargo Bank NA 2.15 12/6/2019	94988J5G8	1.35	Corporate Bond	1/31/2017	2.096	1,000,000.00	1,001,490.00	996,540.00	12/6/2019	250
Medium Term Notes		12.17			2.362	9,000,000.00	9,001,784.05	9,005,640.00		660
Negotiable Certificate of Deposit Securities										
Ally Bank 1.8 3/23/2020	02006LZ22	0.33	Certificate Of Deposit	3/23/2017	1.800	247,000.00	247,000.00	245,357.45	3/23/2020	358
American Eagle Bank 2 3/8/2022	02554BCU3	0.33	Negotiable Certificate Of Deposit	9/8/2017	2.000	249,000.00	249,000.00	243,843.21	3/8/2022	1,073
American Exp 2.35 5/10/2022	02587CEU0	0.33	Negotiable Certificate Of Deposit	5/10/2017	2.350	247,000.00	247,000.00	242,783.71	5/10/2022	1,136
American Express Centurion Bank 2.2 11/29/2019	02587DWK0	0.33	Negotiable Certificate Of Deposit	12/1/2014	2.200	247,000.00	247,000.00	246,456.60	11/29/2019	243
Banco Popular 2.25 10/7/2020	05965GVP8	0.33	Negotiable Certificate Of Deposit	10/7/2015	2.250	247,000.00	247,000.00	246,207.13	10/7/2020	556
Bank Hapoalim 3 8/23/2021	06251AU32	0.34	Negotiable Certificate Of Deposit	8/23/2018	3.000	246,000.00	246,000.00	248,447.70	8/23/2021	876
Bank of Baroda 2.3 4/18/2022	06062Q3D4	0.33	Certificate Of Deposit	4/17/2017	2.300	247,000.00	247,000.00	243,712.43	4/18/2022	1,114
Bar HBR Bank 3 6/29/2021	066851WF9	0.34		6/29/2018	3.000	249,000.00	249,000.00	251,584.62	6/29/2021	821

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
			Negotiable Certificate Of Deposit							
Barclays Bank 1.9 4/15/2019	06740KGG6	0.33	Negotiable Certificate Of Deposit	4/15/2014	1.900	247,000.00	247,000.00	246,967.89	4/15/2019	15
Beneficial Mutual 1.55 11/16/2021	08173QBU9	0.33	Certificate Of Deposit	11/16/2016	1.550	248,000.00	248,000.00	240,607.12	11/16/2021	961
BMW 2.2 9/30/2020	05580ACZ5	0.33	Negotiable Certificate Of Deposit	9/30/2015	2.200	247,000.00	247,000.00	246,217.01	9/30/2020	549
Boston Private Bank & Trust 2.4 3/23/2020	101120DX8	0.33	Negotiable Certificate Of Deposit	3/23/2018	2.400	248,000.00	248,000.00	247,806.56	3/23/2020	358
Capital One Bank 2.1 10/1/2019	140420PN4	0.33	Negotiable Certificate Of Deposit	10/1/2014	2.100	248,000.00	248,000.00	247,486.64	10/1/2019	184
Capital One NA 2.25 7/22/2020	14042E4Y3	0.33	Negotiable Certificate Of Deposit	7/22/2015	2.250	248,000.00	248,000.00	247,124.56	7/22/2020	479
Carver Federal Savings Bank 2.15 12/29/2020	147005BD3	0.33	Negotiable Certificate Of Deposit	12/29/2017	2.150	247,000.00	247,000.00	245,695.84	12/29/2020	639
Charter Bankshares 2.5 11/3/2020	16116PHZ7	0.33	Negotiable Certificate Of Deposit	4/30/2018	2.500	247,000.00	247,000.00	247,143.26	11/3/2020	583
Cit Bank Salt Lake City 2 5/28/2020	17284DBB7	0.33	Certificate Of Deposit	5/28/2015	2.000	247,000.00	247,000.00	245,648.91	5/28/2020	424
Citibank,N.A 2.75 4/12/2021	17312QH93	0.33	Negotiable Certificate Of Deposit	4/11/2018	2.750	246,000.00	246,000.00	247,402.20	4/12/2021	743
Citizens Deposit Bank of Arlington 2.05 8/22/2022	17453FBZ4	0.33	Negotiable Certificate Of Deposit	8/21/2017	2.050	247,000.00	247,000.00	241,002.84	8/22/2022	1,240
Commerce St Bank 1.65 9/26/2019	20070PHK6	0.34	Certificate Of Deposit	6/26/2015	1.650	249,000.00	249,000.00	248,228.10	9/26/2019	179
Compass Bank 3.1 12/4/2020	20451PWF9	0.34	Negotiable Certificate Of Deposit	12/4/2018	3.100	246,000.00	246,000.00	248,578.08	12/4/2020	614
Covenant Bank 2.45 3/30/2020	22285EAP4	0.33	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	246,918.49	3/30/2020	365
Discover Greenwood 2.25 7/19/2022	2546725U8	0.33	Negotiable Certificate Of Deposit	7/19/2017	2.250	247,000.00	247,000.00	242,805.94	7/19/2022	1,206
Enerbank 1.65 7/1/2019	29266NM95	0.34	Certificate Of Deposit	6/30/2015	1.650	249,000.00	249,000.00	248,554.29	7/1/2019	92
Fidelity Bank 1.8 6/20/2019	31617CAE3	0.34	Negotiable Certificate Of Deposit	12/20/2017	1.800	249,000.00	249,000.00	248,693.73	6/20/2019	81
First Bank of Highland 2.15 7/27/2022	319141GY7	0.33	Negotiable Certificate Of Deposit	7/27/2017	2.150	247,000.00	247,000.00	241,976.02	7/27/2022	1,214
First Bank Puerto Rico 1.7 1/31/2020	33767AU58	0.33	Certificate Of Deposit	1/31/2017	1.700	249,000.00	249,000.00	247,431.30	1/31/2020	306
First Federal Savings and Loan Assoc. 1.95 12/20/2	32023HAF5	0.34	Negotiable Certificate Of Deposit	12/20/2017	1.950	249,000.00	249,000.00	248,116.05	12/20/2019	264
First National Bank Omaha 2.3 2/21/2020	332135HH8	0.33	Negotiable Certificate Of Deposit	2/21/2018	2.300	248,000.00	248,000.00	247,630.48	2/21/2020	327
Goldman Sachs Bank 2.35 3/15/2022	38148PGZ4	0.33	Certificate Of Deposit	3/15/2017	2.350	247,000.00	247,000.00	244,278.06	3/15/2022	1,080

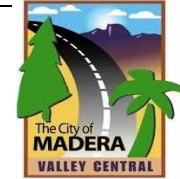
Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Horicon Bank 2.4 2/26/2021	440392FT0	0.33	Negotiable Certificate Of Deposit	2/27/2018	2.400	247,000.00	247,000.00	246,753.00	2/26/2021	698
HSBC Bank USA 1.25 5/10/2019-17	40434YCW5	0.34	Certificate Of Deposit	11/10/2016	1.250	249,000.00	249,000.00	248,638.95	5/10/2019	40
Iberia Bank Lafayette LA 3 10/30/2020	45083AKV3	0.34	Negotiable Certificate Of Deposit	10/31/2018	3.000	246,000.00	246,000.00	248,039.34	10/30/2020	579
Industrial and Commercial Bank of China-NY 2.9 3/2	45581EAS0	0.34	Negotiable Certificate Of Deposit	3/29/2018	2.900	249,000.00	249,000.00	249,189.24	3/29/2023	1,459
Investors Community Bank 1.75 3/30/2020	46147UTD2	0.33	Negotiable Certificate Of Deposit	9/29/2017	1.750	249,000.00	249,000.00	247,189.77	3/30/2020	365
Investors Saving Bank 2.75 6/1/2020	46176PHV0	0.33	Negotiable Certificate Of Deposit	5/30/2018	2.750	246,000.00	246,000.00	246,769.98	6/1/2020	428
JPMorgan Chase 3 1/31/2022-20	48128HBR8	0.33	Negotiable Certificate Of Deposit	1/31/2019	3.000	246,000.00	246,000.00	247,153.74	1/31/2022	1,037
Key Bank 1.5 7/25/2019	49306SWV4	0.33	Certificate Of Deposit	1/25/2017	1.500	248,000.00	248,000.00	247,295.68	7/25/2019	116
LCA Bank Corp. 2.15 7/20/2022	501798KX9	0.33	Negotiable Certificate Of Deposit	7/20/2017	2.150	247,000.00	247,000.00	242,022.95	7/20/2022	1,207
Live Oak Bank 1.8 4/7/2020	538036CN2	0.33	Certificate Of Deposit	4/7/2017	1.800	249,000.00	249,000.00	247,281.90	4/7/2020	373
Marlin Business 2.1 4/26/2022	57116ANS3	0.33	Certificate Of Deposit	4/26/2017	2.100	247,000.00	247,000.00	242,218.08	4/26/2022	1,122
MB Finl Bank 1.2 6/10/2019	55266CRX6	0.34	Negotiable Certificate Of Deposit	6/10/2016	1.200	249,000.00	249,000.00	248,432.28	6/10/2019	71
Medallion Bank 3.1 6/29/2022	58404DCG4	0.34	Negotiable Certificate Of Deposit	6/29/2018	3.100	249,000.00	249,000.00	251,455.14	6/29/2022	1,186
Mercantil Commerce Bank 1.9 4/17/2019	58733AAU3	0.33	Negotiable Certificate Of Deposit	4/17/2014	1.900	247,000.00	247,000.00	246,965.42	4/17/2019	17
Merrick Bank 1.8 6/19/2020	59013JYV5	0.33	Negotiable Certificate Of Deposit	6/19/2017	1.800	249,000.00	249,000.00	246,973.14	6/19/2020	446
Morgan Stanley Bank 1.7 8/12/2019	61747MXT3	0.33	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	246,372.62	8/12/2019	134
Morgan Stanley Private Bank 1.7 8/12/2019	61760ACV9	0.33	Negotiable Certificate Of Deposit	8/10/2017	1.700	247,000.00	247,000.00	246,372.62	8/12/2019	134
Morton Community Bank 1.6 6/16/2020	619165GX5	0.33	Certificate Of Deposit	12/16/2016	1.600	249,000.00	249,000.00	246,387.99	6/16/2020	443
Northfield Bank 1.85 10/26/2020	66612ABW7	0.33	Negotiable Certificate Of Deposit	10/25/2017	1.850	247,000.00	247,000.00	244,665.85	10/26/2020	575
Pacific Premier Bank 2.4 2/22/2021	69478QEX4	0.33	Negotiable Certificate Of Deposit	2/21/2018	2.400	248,000.00	248,000.00	247,754.48	2/22/2021	694
Pinnacle Natl Bank 3.05 12/14/2020	72345SHH7	0.34	Negotiable Certificate Of Deposit	12/14/2018	3.050	249,000.00	249,000.00	251,460.12	12/14/2020	624
Sallie Mae 2.2 11/4/2020	795450WV3	0.33	Negotiable Certificate Of Deposit	11/4/2015	2.200	247,000.00	247,000.00	246,175.02	11/4/2020	584
Security First Bank 2.95 1/30/2022-20	81425PAX9	0.34	Negotiable Certificate Of Deposit	1/30/2019	2.950	248,000.00	248,000.00	249,123.44	1/30/2022	1,036
	84287PFL1	0.33		2/16/2018	2.250	247,000.00	247,000.00	246,525.76	2/18/2020	324

Description	CUSIP/Ticker	% of Portfolio	Security Type	Settlement Date	YTM @ Cost	Face Amount/Shares	Cost Value	Market Value	Maturity Date	Days To Maturity
Southern First Bank 2.25 2/18/2020			Negotiable Certificate Of Deposit							
Southern States Bank 2.25 8/24/2020	843879BF3	0.34	Negotiable Certificate Of Deposit	2/23/2018	2.250	249,000.00	249,000.00	248,245.53	8/24/2020	512
State Bank India 2.4 3/14/2022	8562846Z2	0.33	Certificate Of Deposit	3/14/2017	2.400	247,000.00	247,000.00	244,633.74	3/14/2022	1,079
Stearns Bank 1.75 5/26/2020	857894TQ2	0.33	Negotiable Certificate Of Deposit	5/24/2017	1.750	249,000.00	249,000.00	246,928.32	5/26/2020	422
Synchrony Bank 2.2 9/18/2020	87164YKB9	0.33	Negotiable Certificate Of Deposit	9/18/2015	2.200	247,000.00	247,000.00	246,187.37	9/18/2020	537
Texas Exchange Bank 3.1 5/25/2023	88241TCG3	0.34	Negotiable Certificate Of Deposit	5/25/2018	3.100	249,000.00	249,000.00	249,318.72	5/25/2023	1,516
Third Federal S&L 2 7/28/2021	88413QBN7	0.33	Negotiable Certificate Of Deposit	7/28/2017	2.000	247,000.00	247,000.00	243,937.20	7/28/2021	850
Townbank Ports V 2.8 4/30/2021	89214PBL2	0.33	Negotiable Certificate Of Deposit	4/30/2018	2.800	246,000.00	246,000.00	247,608.84	4/30/2021	761
TriState Capital Bank 2.45 9/28/2020	89677DEZ5	0.33	Negotiable Certificate Of Deposit	3/28/2018	2.450	247,000.00	247,000.00	246,940.72	9/28/2020	547
UBS Bank Salt Lake City 3.25 6/13/2023	90348JCW8	0.34	Negotiable Certificate Of Deposit	6/13/2018	3.250	249,000.00	249,000.00	252,503.43	6/13/2023	1,535
United Bankers Banc 2.55 11/12/2020	909557HG8	0.34	Negotiable Certificate Of Deposit	5/11/2018	2.550	249,000.00	249,000.00	249,346.11	11/12/2020	592
Unity Bank 1.7 12/30/2019	91330LAD5	0.33	Certificate Of Deposit	6/30/2015	1.700	249,000.00	249,000.00	247,911.87	12/30/2019	274
Webster Bank 1.8 6/11/2019	94768NJS4	0.33	Negotiable Certificate Of Deposit	6/11/2014	1.800	247,000.00	247,000.00	246,824.63	6/11/2019	72
Wells Fargo Bank 3.5 12/28/2023	949763WA0	0.34	Negotiable Certificate Of Deposit	12/28/2018	3.500	249,000.00	249,000.00	254,562.66	12/28/2023	1,733
WEX Midvale Bank 1.8 6/2/2020	92937CFS2	0.33	Negotiable Certificate Of Deposit	6/2/2017	1.800	247,000.00	247,000.00	245,063.52	6/2/2020	429
Whitney Bank 1.65 4/22/2019	966594AY9	0.34	Certificate Of Deposit	4/20/2017	1.650	249,000.00	249,000.00	248,900.40	4/22/2019	22
Negotiable Certificate of Deposit Securities		23.01			2.228	17,092,000.00	17,092,000.00	17,034,835.79		618
Total / Average		100			2.100	74,230,630.19	74,223,314.24	74,019,311.98		475

CITY OF MADERA

Council Investment Report

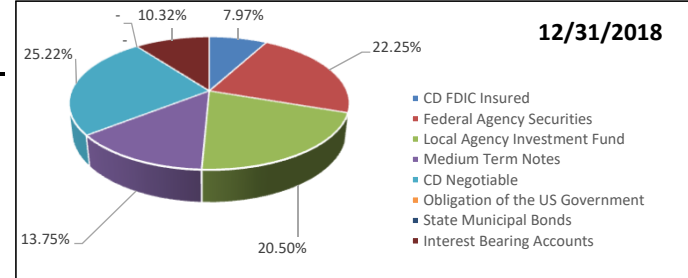
March 31, 2019



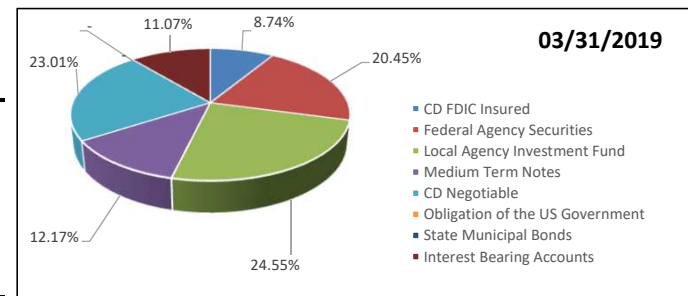
	Beginning Balance 12/31/2018	Ending Balance 3/31/2019
Benchmark Performance		
Weighted Average Yield	2.144	2.239
LAIF	2.400	2.550
2 Year Treasury	2.480	2.270

Investment Policy Compliance

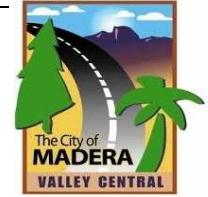
Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	7.97%	2.249	796	2.110	5,473,000.00	5,473,000.00
Federal Agency Securities	22.25%	1.776	951	2.530	15,544,621.16	15,278,743.00
Local Agency Investment Fund	20.50%	2.400	1	0.000	14,076,961.68	14,076,961.68
Medium Term Notes	13.75%	2.253	655	1.740	9,505,594.02	9,440,820.00
CD Negotiable	25.22%	2.168	658	1.740	17,542,000.00	17,317,849.20
Obligation of the US Government	-	-	-	-	-	-
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	10.32%	-	-	-	7,087,600.28	7,087,600.28
Total / Average	100.00%	2.144%	592	1.570	69,229,777.14	68,674,974.16



Asset Class	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
CD FDIC Insured	8.74%	2.367	881	2.310	6,471,000.00	6,471,000.00
Federal Agency Securities	20.45%	1.751	857	2.280	15,295,398.20	15,140,206.00
Local Agency Investment Fund	24.55%	2.550	1	0.000	18,171,082.61	18,171,082.61
Medium Term Notes	12.17%	2.362	660	1.750	9,002,579.06	9,005,640.00
CD Negotiable	23.01%	2.228	618	1.640	17,092,000.00	17,034,835.79
Obligation of the US Government	-	-	-	-	-	-
State Municipal Bonds	-	-	-	-	-	-
Interest Bearing Accounts	11.07%	-	-	-	8,196,547.58	8,196,547.58
Total / Average	100.00%	2.239%	534	1.420	74,228,607.45	74,019,311.98

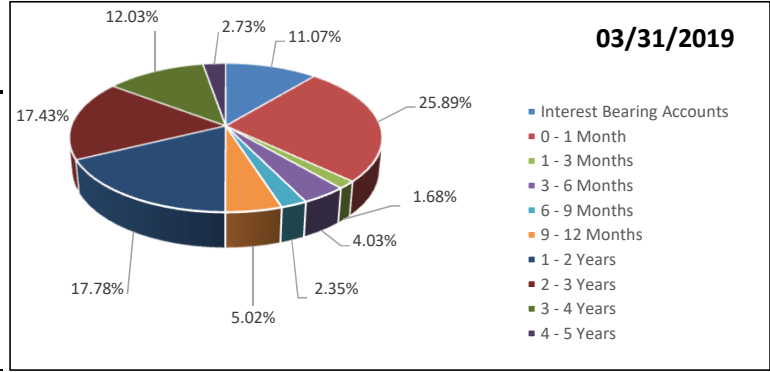


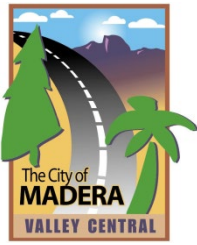
Investment Policy Compliance	Max	Max Maturity	Compliance
CD FDIC Insured	30%	5 Years	Yes
Federal Agency Securities	90%	5 Years	Yes
Local Agency Investment Fund	65M	n/a	Yes
Medium Term Notes	30%	5 Years	Yes
CD Negotiable	30%	5 Years	Yes
Obligation of the US Government	90%	5 Years	Yes
State Municipal Bonds	20%	5 Years	Yes
Interest Bearing Accounts	20%	n/a	Yes



Investment Policy Compliance - by Maturity Range

Maturity Range	% of Portfolio	YTM @Cost	Days to Maturity	Duration to Maturity	Book Value	Market Value
Interest Bearing Accounts	11.07%	-	-	-	8,196,547.58	8,196,547.58
0 - 1 Month	25.89%	2.508	2	0.000	19,163,082.61	19,162,916.32
1 - 3 Months	1.68%	1.510	71	0.190	1,243,000.00	1,241,589.59
3 - 6 Months	4.03%	1.503	129	0.350	2,989,063.21	2,979,943.31
6 - 9 Months	2.35%	2.090	242	0.660	1,744,358.52	1,738,599.29
9 - 12 Months	5.02%	1.872	314	0.850	3,730,000.00	3,714,771.68
1 - 2 Years	17.78%	2.040	552	1.480	13,237,257.54	13,160,658.18
2 - 3 Years	17.43%	2.221	890	2.370	12,959,898.43	12,899,399.87
3 - 4 Years	12.03%	2.264	1232	3.250	8,970,000.00	8,906,686.35
4 - 5 Years	2.73%	3.341	1656	4.200	1,995,399.56	2,018,199.81
Total/Average	100.00%	2.239	534	1.420	74,228,607.45	74,019,311.98





REPORT TO CITY COUNCIL

Approved by:

Wendy Silva
Wendy Silva, Director of Human Resources

Arnoldo Rodriguez
Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-5

SUBJECT:

Consideration of a Resolution Amending the City of Madera Classification Plan by the Addition of Crime Analysis Technician and Setting the Salary for the Position

RECOMMENDATION:

It is recommended the City Council (Council) adopt the resolution adding the job description for Crime Analysis Technician to the City's classification plan and setting the assigned salary range.

SUMMARY:

The City received an employee-initiated request to review the classification of Lacy Burleson, Secretary, at the Police Department. The Human Resources (HR) Department reviewed the request and recommended reclassification of the position based on the assigned job duties, as well as the needs of both the Police Department and City. Prior City Administrator Steve Frazier approved the reclassification recommendation, however the new job description of Crime Analysis Technician needed to be created. This was delayed by the HR Director's maternity leave and simultaneous resignation of the HR Technician who was going to be writing the job description. The action before you is proposed to be retroactive as the employee is qualified to perform the work and has been performing the work of a Crime Analysis Technician, and should not be penalized for the circumstances that led to the delay in completing the new job description and recommendation on the proposed salary range.

DISCUSSION:

The Secretary classification is represented in the City's General Bargaining Unit (GBU). The Memorandum of Understanding (MOU) between the City and GBU includes a provision that allows employees who believe they are working outside their job description to submit a request to be reviewed for reclassification. The requests are reviewed and analyzed by either the HR Analyst or Director. The review includes interviewing the employee, the employee's supervisor, and the Department Head for that department. These interviews are used to document the employee's assigned work tasks, the needs of the Department relative to the work performed by the position, whether there are other employees who do or could perform any duties being questioned, and what the overall needs of the City are relative to the duties being performed.

The existing job description, along with any other relevant job descriptions, are also reviewed. HR then makes a finding on whether a reclassification should be approved. The findings may be that the employee is not working outside their current job description, the employee is working outside their current job description and needs to be reclassified, or the employee is performing duties more appropriately performed by another employee/classification. If an employee disagrees with HR's findings, they have the right to appeal to the City Manager. The City Manager's decision on reclassifications is final and not appealable, nor can it be grieved.

Ms. Burleson originally began work as a Secretary to the Madera Narcotics Enforcement Team (MADNET), a multi-agency law enforcement effort to reduce drugs in our community. While working with this team, Ms. Burleson provided clerical support. MADNET was disbanded and the Madera Police Department started the Special Investigations Unit (SIU). When this occurred, Ms. Burleson was absorbed into the Police Department staffing. Over time, her job responsibilities have shifted, especially with the advent of newer records systems and data mapping capabilities. Additionally, Ms. Burleson has proactively sought and achieved training in crime analysis and holds a Certified Crime Intelligence Analyst designation. She has also completed her Bachelor's Degree in Criminal Justice Management.

The reclassification request was reviewed by HR Administrative Analyst Eugene Haynes. As part of that review, Mr. Haynes interviewed Ms. Burleson, Sergeant Randy Williams, and Police Chief Dino Lawson. He also reviewed the applicable job description. At the conclusion of his analysis, Mr. Haynes recommended Ms. Burleson be reclassified to a new job description that reflected her crime analysis duties. These duties include database research; analytical software analysis; gathering and analyzing crime data; making recommendations on problems identified through various analysis techniques; preparation and distribution of public information regarding City programs and Police Department activities; preparation of a wide variety of reports, publications, and crime alerts; and representation of the Police Department with local community groups, including the Neighborhood Watch Program. The recommendation to reclassify Ms. Burleson was approved by then City Administrator Steve Frazier.

The next step in the process was development of a new job description and then negotiation of the assigned salary range for that position with the applicable bargaining unit. This step was delayed in its execution by the HR Director's maternity leave and simultaneous resignation of the staff member who was to work on the new job description. Upon return from maternity leave, the HR Director began work on the new job description. This included review of job descriptions from other law enforcement agencies with similar positions, as well as reviewing these sample job descriptions with the Police Chief and Police Commander. Once a draft job description was prepared and approved by the Police Chief and Commander, the HR Director met with Police Command Staff to determine a potential salary range for assignment on City of Madera Salary Schedule M. It was determined that, based on the duties and responsibilities when compared to other positions in the Department, the position should be recommended for Range 306, as shown below.

<i>Table 1: Proposed Salary Range for Crime Analysis Technician (Range 306, Annual)</i>					
Step A	Step B	Step C	Step D	Step E	Step F
\$39,287.25	\$41,260.52	\$43,322.91	\$45,487.15	\$47,753.23	\$50,146.62

Based on the nature of the position, including its nexus to law enforcement, staff is recommending the new job classification be assigned to the Madera Police Officers' Association, which currently represents both sworn and non-sworn positions within the Police Department. With authority from the City Council, the HR Director presented the proposed job description and proposed assigned salary range to MPOA, as wages are a mandatory subject of bargaining under the Myers-Milias-Brown Act. MPOA concurred with the City's recommended salary range.

The item before you is proposed to be effective retroactively to the beginning of the fiscal year. Had the process not been delayed as identified above, the action would have been effective July 1, 2018, under the City's typical reclassification process timeline.

FINANCIAL IMPACT:

The proposed salary range represents an annual increase in base pay for Ms. Burleson. The City's practice with reclassifications is to treat reclassified employees in a similar fashion to promotions under the City's Personnel Rules and Regulations, which provide that the employee shall be placed at the first step in the new range that represents a minimum 5% increase in base pay. In this situation, this will move Ms. Burleson to step B of the proposed salary range, which represents an annual increase of \$1,924.90 in base pay. With employer-paid benefits such as retirement and payroll taxes, the annual increase to compensation is \$3,432.65. The position is 100% General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Job descriptions for City employees are not addressed in the vision or action plan; the requested action is also not in conflict with any of the actions or goals contained in that plan.

ALTERNATIVES:

If the Council does not take action on the resolution, the approved reclassification will not take effect, and the Police Department would be directed to revise the employee's job duties to fit within the existing Secretary classification.

ATTACHMENTS:

1. Exhibit 1: Proposed Crime Analysis Technician job description
2. Exhibit 2: City of Madera Salary Schedule for all positions, including the Crime Analysis Technician
3. Resolution amending the City of Madera Classification Plan by addition of the Crime Analysis Technician job description and setting the assigned salary range for the position

CITY OF MADERA
CRIME ANALYSIS TECHNICIAN

*Class specifications are only intended to present a descriptive summary of the range of duties and responsibilities associated with specified positions. Therefore, specifications **may not include all** duties performed by individuals within a classification. In addition, specifications are intended to outline the **minimum** qualifications necessary for entry into the class and do not necessarily convey the qualifications of incumbents within the position.*

DEFINITION:

Under direction, collects, analyzes, prepares and disseminates information regarding criminal activity; facilitates inter and intra-departmental information sharing; works with community groups and individuals in providing programs; provides public information and outreach; maintains appropriate work records; serves as a technical resource for Police personnel; performs related duties as required.

DISTINGUISHING CHARACTERISTICS:

The **Crime Analysis Technician** is the single position classification responsible for the analysis of criminal activities, sprees, trends and patterns within the City of Madera. Work requires sound judgment, knowledge of data analytics, and strong communication skills.

SUPERVISION RECEIVED/EXERCISED:

Receives direction from the Police Chief or other Police command staff. This position does not routinely exercise either technical or functional supervision.

ESSENTIAL FUNCTIONS: *(include but are not limited to the following)*

- Collects, compiles, and researches statistical data for the Madera Police Department. Performs geographic, tactical, spatial, and procedural analysis of crime in the City of Madera, including analysis of crime sprees, trends, and patterns. Performs systematic analysis for identifying and analyzing current and anticipated patterns and trends in crime and disorder.
- Prepares graphic representations of detailed statistical findings of crime analysis results; interprets and explains findings, both orally and in writing.
- Plans, collects, and analyzes open source information from the internet and other similar sources, while staying attentive to new social media sources and trends.
- Works effectively to promote the exchange of information within the Madera Police Department; assists external agencies with requests for statistics, data, and/or special project assignments.
- Develops and maintains an effective liaison with State and local law enforcement agencies to exchange intelligence information.

- Communicates effectively with a diverse population, both orally and in writing; communicates effectively with non-English speaking residents.
- Prepares routine interdepartmental reports to provide data to support Police operations; prepares informational documents and reports to be shared with senior and management staff, as well as elected officials.
- Works collaboratively with the City's neighborhood watch, business watch, and similar programs; participates in community outreach events; serves as Police Department representative, working with businesses and residents to promote safe neighborhoods and to establish and maintain a positive relationship with the businesses, neighborhoods, and City residents.
- Attends and participates in organizational and community meetings; meets with school, business and community groups to create partnerships; responds to and resolves community questions and concerns.
- Establishes positive working relationships with representatives of community organizations, state/local agencies and associations, City management and staff, and the public.
- Works various days and scheduled hours depending on the needs of the department; assigned work will require evening and weekend attendance at work, as well as work during normal City office hours; day-to-day and week-to-week schedules may not be consistent.

WORKING CONDITIONS:

Position requires prolonged sitting, standing, walking, reaching, twisting, turning, kneeling, bending, squatting and stooping in the performance of daily activities. The position also requires grasping, repetitive hand movement and fine coordination in keeping records and preparing reports using a computer key board. Additionally, the position requires near and far vision in reading written reports and work related documents and acute hearing is required when providing phone and face-to-face service.

QUALIFICATIONS: *(The following are minimal qualifications necessary for entry into the classification)*

Education and/or Experience:

Any combination of education and experience that has provided the knowledge, skills and abilities necessary for a **Crime Analysis Technician**. A typical way of obtaining the required qualifications is to possess the equivalent of two years of administrative or clerical experience in a law enforcement agency and a high school diploma or equivalent.

License/Certificate:

Possession of, or ability to obtain, a valid class C California driver's license.

KNOWLEDGE/ABILITIES/SKILLS: *(The following are a representative sample of the KAS's necessary to perform essential duties of the position)*

Knowledge of:

Geographic Information Systems (GIS) and Statistical Analysis System (SAS) technologies. Local geography including streets, the location of public buildings and other public facilities. Recent developments, current literature, and information related to crime analysis. Principles, practices, methodologies, and techniques of data analysis, crime analysis and prevention, law enforcement and police records processing. Pertinent Federal, State and local laws, codes, ordinances, and safety regulations. City and department policies, procedures, rules and regulations.

Ability to:

Identify and distinguish crime patterns and trends. Perform statistical research and studies, such as collect and interpret data, develop and test hypotheses, draw valid conclusions, and present narrative and statistical data and recommendations. Create and test statistical models used to predict criminal activity. Prepare and present accurate, comprehensive, and concise reports, recommendations and oral presentations. Generate reports, maps, charts, graphs, and other visual or electronic aids. Communicate effectively orally and in written form. Interpret and explain City and department policies, procedures, rules, and regulations. Establish and maintain effective working relationships with those contacted in the course of work including the general public. Work under pressure and within challenging deadlines.

Skill to:

Intermediate level skill in the use of personal computers (including but not limited to Word, Excel, Power Point, crime analytics software, and mapping software). Excellent written, verbal, interpersonal communication and presentation skills. Skilled in public speaking; researching, developing and making presentations; conducting workshops and presenting ideas clearly and concisely.

City of Madera Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Accountant (Junior)	GBU	282	\$1,340.65	\$1,407.73	\$1,478.24	\$1,552.18	\$1,629.54	\$1,711.31
Accountant I	MM	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Accountant II	MM	362	\$1,998.25	\$2,098.13	\$2,202.92	\$2,313.09	\$2,428.64	\$2,550.08
Accounting Technician I	GBU	240	\$1,087.50	\$1,141.85	\$1,198.65	\$1,258.88	\$1,321.55	\$1,387.66
Accounting Technician II	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Accounting Technician III	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
Administrative Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Administrative Assistant	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Administrative Secretary	GBU	275	\$1,294.62	\$1,359.26	\$1,427.32	\$1,498.81	\$1,573.72	\$1,652.56
Airport Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Airport Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Airport Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Animal Control Officer	GBU	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Assistant Engineer	MM	377	\$2,153.46	\$2,261.19	\$2,373.80	\$2,492.79	\$2,617.16	\$2,748.38
Assistant Planner	GBU	352	\$1,900.81	\$1,995.80	\$2,095.69	\$2,200.47	\$2,310.64	\$2,426.20
Associate Civil Engineer	MM	397	\$2,379.19	\$2,498.17	\$2,623.03	\$2,754.26	\$2,891.85	\$3,036.30
Associate Planner	MM	368	\$2,058.96	\$2,161.79	\$2,270.00	\$2,383.11	\$2,502.58	\$2,627.44
Building Permit Technician	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Business Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Chief Building Official	M	464	\$3,323.23	\$3,489.22	\$3,663.53	\$3,847.15	\$4,039.09	\$4,241.31
City Attorney	EXE	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
City Clerk	EXE	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
City Engineer	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
City Manager	EXE	587	\$6,137.22	\$6,444.23	\$6,766.42	\$7,104.77	\$7,459.76	\$7,832.87
Combination Building Inspector	GBU	348	\$1,863.10	\$1,956.63	\$2,054.07	\$2,156.89	\$2,265.10	\$2,378.21
Communications Manager	M	456	\$3,192.98	\$3,352.61	\$3,520.56	\$3,696.34	\$3,881.43	\$4,075.32
Communications Specialist	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Computer Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Construction Inspector I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Construction Inspector II	GBU	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Crime Analysis Technician	GBU	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Deputy City Clerk	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Deputy City Engineer	MM	463	\$3,306.58	\$3,472.08	\$3,645.42	\$3,828.05	\$4,019.02	\$4,220.26
Director of Community Development	M	568	\$5,582.46	\$5,861.55	\$6,154.36	\$6,462.35	\$6,785.52	\$7,124.84
Director of Financial Services	M	525	\$4,504.74	\$4,729.98	\$4,966.48	\$5,214.73	\$5,475.71	\$5,749.43
Director of Human Resources	M	513	\$4,243.27	\$4,455.29	\$4,678.08	\$4,912.13	\$5,157.44	\$5,415.49
Director of Parks & Community Services	M	509	\$4,159.54	\$4,367.15	\$4,585.54	\$4,814.69	\$5,055.60	\$5,308.25

City of Madera Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Electrical and Facilities Operations Manager	MM	421	\$2,681.79	\$2,815.96	\$2,956.48	\$3,104.36	\$3,259.57	\$3,422.63
Electrician II	GBU	361	\$1,987.96	\$2,087.36	\$2,192.15	\$2,301.34	\$2,416.40	\$2,537.35
Electrician III	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71
Engineering Project Manager	MM	419	\$2,654.86	\$2,788.05	\$2,927.10	\$3,073.51	\$3,227.26	\$3,388.84
Engineering Technician I	GBU	302	\$1,481.18	\$1,555.61	\$1,632.97	\$1,714.74	\$1,800.43	\$1,890.52
Engineering Technician II	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
Engineering Technician III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Executive Secretary	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to City Administrator	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Executive Secretary to the Chief of Police	LEMM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Facilities Maintenance Technician	GBU	289	\$1,388.15	\$1,457.68	\$1,530.63	\$1,607.02	\$1,687.32	\$1,772.03
Facility Aide	GBU	201	\$895.07	\$939.63	\$986.64	\$1,036.09	\$1,087.99	\$1,142.34
Field Representative	GBU	260	\$1,201.59	\$1,261.33	\$1,324.49	\$1,390.60	\$1,460.12	\$1,533.08
Financial Services Manager	MM	446	\$3,037.76	\$3,189.56	\$3,349.18	\$3,516.64	\$3,692.42	\$3,877.02
Fleet Operations Manager	MM	404	\$2,463.90	\$2,586.80	\$2,716.07	\$2,852.19	\$2,994.68	\$3,144.51
Grant Administrator	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79
Grant Analyst	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Grants Specialist	GBU	299	\$1,459.15	\$1,532.10	\$1,608.98	\$1,689.28	\$1,773.99	\$1,862.61
Human Resources Technician	MM	290	\$1,395.49	\$1,465.02	\$1,538.47	\$1,615.34	\$1,696.13	\$1,780.84
Human Resources Technician II	MM	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Industrial Electrical Technician	GBU	381	\$2,196.55	\$2,306.72	\$2,429.13	\$2,542.73	\$2,670.04	\$2,803.71
Information Services Manager	M	474	\$3,493.14	\$3,667.94	\$3,851.07	\$4,043.50	\$4,245.72	\$4,458.23
Legal Assistant	MM	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Maintenance Technician	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Mechanic I	GBU	286	\$1,367.58	\$1,436.13	\$1,508.11	\$1,583.52	\$1,662.35	\$1,745.59
Mechanic II	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22
Mechanic III	GBU	321	\$1,628.56	\$1,709.84	\$1,795.53	\$1,885.14	\$1,979.64	\$2,078.55
Neighborhood Outreach Assistant	GBU	276	\$1,300.99	\$1,366.11	\$1,434.66	\$1,506.15	\$1,581.56	\$1,660.88
Neighborhood Outreach Coordinator	GBU	306	\$1,511.05	\$1,586.94	\$1,666.27	\$1,749.51	\$1,836.66	\$1,928.72
Neighborhood Preservation Specialist I	GBU	310	\$1,541.41	\$1,618.77	\$1,699.56	\$1,784.76	\$1,873.88	\$1,967.40
Neighborhood Preservation Specialist II	GBU	330	\$1,703.48	\$1,788.68	\$1,877.79	\$1,971.81	\$2,070.22	\$2,174.03
Neighborhood Preservation Specialist III	GBU	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Neighborhood Preservation Supervisor	MM	380	\$2,185.78	\$2,294.97	\$2,409.55	\$2,530.49	\$2,656.82	\$2,789.51
Network Administrator	MM	389	\$2,286.16	\$2,400.25	\$2,520.21	\$2,646.54	\$2,778.74	\$2,917.80
Office Assistant I	GBU	213	\$950.40	\$997.90	\$1,047.84	\$1,100.23	\$1,155.08	\$1,212.85
Office Assistant II	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Paralegal Office Administrator	MM	372	\$2,100.09	\$2,205.37	\$2,315.54	\$2,431.09	\$2,553.02	\$2,680.32

City of Madera Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Park Planning Manager	MM	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Parks Leadworker	GBU	308	\$1,526.23	\$1,602.61	\$1,682.91	\$1,767.13	\$1,855.27	\$1,947.81
Parks Supervisor	MM	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Parks Worker I	GBU	248	\$1,131.57	\$1,188.37	\$1,247.62	\$1,309.80	\$1,375.42	\$1,443.97
Parks Worker II	GBU	268	\$1,250.07	\$1,312.74	\$1,378.35	\$1,447.39	\$1,519.86	\$1,595.76
Parks Worker III	GBU	288	\$1,381.29	\$1,450.33	\$1,522.80	\$1,599.18	\$1,679.00	\$1,763.22
Payroll Specialist	GBU	316	\$1,588.41	\$1,667.73	\$1,751.46	\$1,838.62	\$1,930.67	\$2,027.14
Planning Manager	M	476	\$3,527.90	\$3,704.66	\$3,889.75	\$4,084.14	\$4,288.32	\$4,502.79
Plans Examiner	GBU	360	\$1,978.17	\$2,077.08	\$2,180.88	\$2,290.08	\$2,404.65	\$2,524.62
Police Auxiliary Services Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Chief	M	554	\$5,205.92	\$5,466.41	\$5,739.63	\$6,026.56	\$6,327.70	\$6,644.01
Police Commander	LEMM	504	\$4,056.72	\$4,259.92	\$4,472.92	\$4,696.20	\$4,931.23	\$5,177.52
Police Corporal	MPOA	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
Police Lieutenant	LEMM	487	\$3,727.19	\$3,913.25	\$4,109.11	\$4,314.76	\$4,530.21	\$4,756.91
Police Office Supervisor	LEMM	350	\$1,882.20	\$1,976.21	\$2,075.12	\$2,178.44	\$2,287.63	\$2,401.71
Police Officer I	MPOA	363	\$2,008.04	\$2,108.42	\$2,213.69	\$2,324.35	\$2,440.89	\$2,562.81
Police Officer II	MPOA	373	\$2,110.86	\$2,216.14	\$2,327.29	\$2,443.33	\$2,565.75	\$2,694.03
Police Officer Trainee	MPOA	333	\$1,728.94	\$1,815.61	\$1,906.19	\$2,001.67	\$2,101.56	\$2,206.84
Police Sergeant	MPOA	426	\$2,749.36	\$2,886.95	\$3,031.40	\$3,182.70	\$3,341.84	\$3,508.80
Procurement Services Manager	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Program Manager-Grants	MM	366	\$2,038.40	\$2,140.24	\$2,247.48	\$2,359.60	\$2,477.61	\$2,601.49
Property & Evidence Officer	MPOA	296	\$1,437.60	\$1,509.58	\$1,584.98	\$1,664.31	\$1,747.55	\$1,834.70
Public Safety Dispatcher	MPOA	294	\$1,423.40	\$1,494.40	\$1,569.32	\$1,647.66	\$1,729.92	\$1,816.59
Public Works Maintenance Lead Worker	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92
Public Works Maintenance Worker I	GBU	254	\$1,165.85	\$1,224.12	\$1,285.32	\$1,349.95	\$1,417.04	\$1,488.03
Public Works Maintenance Worker II	GBU	274	\$1,288.26	\$1,352.89	\$1,420.46	\$1,491.46	\$1,565.89	\$1,644.23
Public Works Maintenance Worker III	GBU	281	\$1,333.80	\$1,400.88	\$1,470.90	\$1,544.34	\$1,621.71	\$1,702.50
Public Works Maintenance Worker IV	GBU	285	\$1,360.73	\$1,428.79	\$1,500.28	\$1,575.19	\$1,654.02	\$1,736.77
Public Works Operations Director	M	508	\$4,138.49	\$4,345.61	\$4,563.01	\$4,791.19	\$5,030.62	\$5,281.81
Purchasing Assistant	GBU	280	\$1,327.43	\$1,393.53	\$1,463.55	\$1,536.51	\$1,613.38	\$1,694.18
RDA Executive Director	EXE							\$6,827.14
Records Clerk	MPOA	270	\$1,262.80	\$1,325.96	\$1,392.06	\$1,462.08	\$1,535.04	\$1,611.92
Recreation/Community Programs Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Recreation/Community Programs Manager	MM	390	\$2,297.42	\$2,412.49	\$2,532.94	\$2,659.76	\$2,792.45	\$2,932.49
Recreation/Community Programs Supervisor	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Redevelopment Agency Secretary	MM	342	\$1,808.26	\$1,898.85	\$1,993.84	\$2,093.24	\$2,198.02	\$2,308.19
Redevelopment Manager	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43

City of Madera Salary Schedule

Job Title	B/U	Range	Bi-Weekly Pay Rate					
			A	B	C	D	E	F
Safety Officer	MM	358	\$1,958.58	\$2,056.51	\$2,159.34	\$2,267.55	\$2,380.66	\$2,499.64
Secretary	GBU	253	\$1,159.97	\$1,218.24	\$1,278.96	\$1,343.10	\$1,410.18	\$1,480.69
Senior Civil Engineer	MM	427	\$2,763.07	\$2,901.15	\$3,046.58	\$3,198.86	\$3,358.48	\$3,526.43
Senior Nutrition Program Monitor	GBU	233	\$1,049.80	\$1,102.68	\$1,157.52	\$1,215.30	\$1,276.51	\$1,340.16
Senior Planner	MM	429	\$2,790.98	\$2,930.53	\$3,076.94	\$3,230.69	\$3,392.27	\$3,561.69
Solid Waste Manager	MM	353	\$1,910.60	\$2,006.08	\$2,105.97	\$2,211.24	\$2,321.90	\$2,437.95
Solid Waste/Recycling Assistant	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Solid Waste/Recycling Coordinator	GBU	313	\$1,564.91	\$1,643.25	\$1,725.02	\$1,811.69	\$1,902.28	\$1,997.27
Streets & Storm Drainage Ops. Manager	MM	385	\$2,241.11	\$2,352.75	\$2,470.75	\$2,594.15	\$2,723.90	\$2,860.02
Streets & Storm Drainage Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Tyler Munis Implementation Project Manager	MM	408	\$2,513.35	\$2,639.19	\$2,770.91	\$2,909.48	\$3,054.90	\$3,207.67
Utility Billing Supervisor	MM	334	\$1,737.75	\$1,824.42	\$1,915.99	\$2,011.47	\$2,112.33	\$2,217.61
Waste Water Treatment Plant Manager	MM	459	\$3,241.46	\$3,403.53	\$3,573.44	\$3,752.16	\$3,939.69	\$4,137.02
Wastewater Collection System Supervisor	MM	346	\$1,844.99	\$1,937.04	\$2,033.99	\$2,135.84	\$2,242.58	\$2,354.71
Water & Sewer Operations Manager	MM	423	\$2,708.72	\$2,843.86	\$2,986.35	\$3,135.69	\$3,292.38	\$3,456.90
Water Meter & Conservation Supervisor	MM	340	\$1,790.64	\$1,879.75	\$1,973.76	\$2,072.67	\$2,176.48	\$2,285.18
Water Quality Specialist I	GBU	283	\$1,347.51	\$1,414.59	\$1,485.59	\$1,560.01	\$1,637.87	\$1,719.64
Water Quality Specialist II	GBU	305	\$1,503.70	\$1,578.62	\$1,657.94	\$1,740.69	\$1,827.85	\$1,918.92
Water Quality Specialist III	GBU	325	\$1,661.37	\$1,744.61	\$1,831.77	\$1,923.33	\$2,019.30	\$2,120.17
Water Quality Specialist In Training	GBU	262	\$1,213.34	\$1,274.06	\$1,337.71	\$1,404.79	\$1,474.81	\$1,548.75
Water System Lead Worker	GBU	335	\$1,746.57	\$1,833.72	\$1,925.29	\$2,021.75	\$2,122.62	\$2,228.87
Water System Supervisor	MM	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
Water System Technician	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
Water System Worker I	GBU	272	\$1,275.53	\$1,339.18	\$1,406.26	\$1,476.28	\$1,550.22	\$1,628.07
Water System Worker II	GBU	311	\$1,549.24	\$1,626.60	\$1,707.89	\$1,793.57	\$1,883.18	\$1,977.19
Water System Worker III	GBU	315	\$1,580.58	\$1,659.41	\$1,742.65	\$1,829.81	\$1,921.37	\$2,017.34
WW Lab Analyst/Environmental Compliance Inspector I	GBU	345	\$1,835.68	\$1,927.25	\$2,023.71	\$2,125.06	\$2,231.32	\$2,342.96
WW Lab Analyst/Environmental Compliance Inspector II	GBU	365	\$2,028.11	\$2,129.47	\$2,236.21	\$2,347.85	\$2,465.37	\$2,588.76
WWTP Lead Operator	GBU	383	\$2,218.59	\$2,329.74	\$2,446.27	\$2,568.19	\$2,696.97	\$2,831.62
WWTP Mechanic	GBU	375	\$2,131.92	\$2,238.66	\$2,350.30	\$2,467.82	\$2,591.21	\$2,720.96
WWTP Operator I	GBU	322	\$1,636.89	\$1,718.66	\$1,804.35	\$1,894.44	\$1,989.43	\$2,088.83
WWTP Operator II	GBU	344	\$1,826.38	\$1,917.94	\$2,013.91	\$2,114.29	\$2,220.06	\$2,331.21
WWTP Operator III	GBU	364	\$2,018.32	\$2,119.19	\$2,224.95	\$2,336.10	\$2,453.13	\$2,575.54
WWTP Operator In Training	GBU	301	\$1,473.83	\$1,547.77	\$1,625.14	\$1,706.42	\$1,791.62	\$1,881.22

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING THE CITY OF MADERA CLASSIFICATION PLAN TO ADD THE CRIME ANALYSIS TECHNICIAN JOB DESCRIPTION AND SETTING THE ASSIGNED SALARY RANGE FOR THE POSITION

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

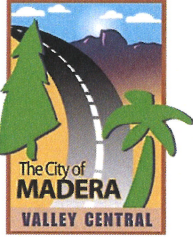
SECTION 1. The Employee Classification Plan adopted by Resolution No. 00-13 is hereby amended retroactive to July 1, 2018 by the addition of the Crime Analysis Technician. The job description for the position is on file with the Office of the City Clerk and referred to for more particulars.

SECTION 2. Retroactive to July 1, 2018, the Crime Analysis Technician classification is hereby assigned to City of Madera Salary Schedule M Range 306.

<i>City of Madera Salary Schedule M, Range 306 (Annual)</i>					
Step A	Step B	Step C	Step D	Step E	Step F
\$39,287.25	\$41,260.52	\$43,322.91	\$45,487.15	\$47,753.23	\$50,146.62

SECTION 3. This resolution is effective immediately upon adoption.

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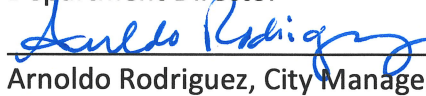


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-6

SUBJECT: Consideration of a Resolution Approving an Agreement with Peters Engineering Group in the Amount of \$10,176 for Professional Engineering Services and Authorizing Optional Services up to \$1,018 for Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court and Authorizing the Mayor to Execute the Agreement; and

Consideration of a Resolution Approving Funding Amendment Appropriating \$50,000 to the City of Madera Fiscal Year 2018/19 Capital Projects Budget for the Design and Construction of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30

RECOMMENDATION:

Staff recommends that the City Council (Council) take the following actions:

1. Adopt a Resolution approving an Agreement with Peters Engineering Group (PEG) for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court ("Project") and authorizing the Mayor to execute the Agreement.
2. Adopt a Resolution authorizing a funding amendment and appropriating \$50,000 to Fiscal Year 2018/19 Capital Projects Budget for the Design and Construction of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30.

SUMMARY:

The Agreement with PEG is for design engineering services for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court. Funding for the project comes from the City's Local Transportation Fund (LTF). The total amount of the Agreement is \$10,176 and Optional Services up to \$1,018, for the design and preparation of construction drawings.

DISCUSSION:

A roundabout/traffic circle currently exists at the Intersection of Caitlan Drive and Isla Vista Court. There have been complaints relating to drivers making illegal turns at the intersection as shown in the image below.



Figure 1 – Wrong Way Movements

A traffic study was completed by PEG in September 1, 2017 relating to the intersection and provided improvement recommendations. The traffic study recommended upgrading the intersection with painted splitter islands and directional arrow pavement markings at the approaches entering the roundabout among other improvements. It was further recommended that if the improvements proposed were not successful, then a raised concrete splitter island should be considered. The recommended improvements from the September 1, 2017 report has been installed, however there are still complaints relating to drivers making illegal turns at the intersection. Therefore, the City is proceeding with the design and installation of raised concrete splitter island at the intersection. Given that PEG prepared the original traffic study at the intersection, staff believes that retaining PEG services for the design of the raised concrete splitter island will result in cost savings to the City in comparison to the standard process of distributing a Request for Proposal (RFP) and potentially hiring a new consultant that will need to familiarize themselves with the traffic study completed by PEG. Also, if PEG is not retained, an RFP will need to be prepared and distributed to various consultants. This process would delay the design and installation of the proposed improvements as well result in staff time and cost to prepare an RFP, distribute, review proposals and award the project. Also, Staff has previously received general feedback from consultants that relatively small scope of work projects are not

always worth the required effort to prepare a competitive proposal. Staff has seen this result on smaller projects wherein limited or no proposals are received.

The general scope of work for the project consists of the design and preparation of construction drawing for raised splitter islands at the intersection of Caitlan Drive and Isla Vista Court. A map is attached. The work will begin immediately upon approval of this agreement.

FINANCIAL IMPACT:

There is no fiscal impact to the City's General Fund. Funding for the Project was originally proposed to be programmed in Fiscal Year (FY) 2019/20 in the Local Transportation Fund (LTF), 42005330 under City Project No. TS-00030.

Exhibit AA to the Resolution appropriates \$50,000 for the cost associated with the design and construction of the raised splitter islands from unprogrammed funds in LTF Account Number 42000530. The anticipated cost for the design phase is \$11,200 plus staff time cost to review plans, prepare specification and advertise the project for construction. The construction phase of the project is estimated to range between \$25,000 to \$35,000. Any remaining balance after the completion of this project will be used to provide miscellaneous traffic safety improvements, such as installation of minor striping, markers, signs, etc.

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:

- 1) The alternative to the requested action is to proceed with distributing request for proposals to various consultant, review proposals, and select a consultant, thereby delaying the project. The need for the project is discussed in this Staff Report and the impacts to delaying the project are increased risk due to continued exposure.

- 2) Determine to postpone the project.

ATTACHMENTS:

1. Council Resolutions
2. Location Map
3. Agreement

ATTACHMENT 1

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PETERS ENGINEERING GROUP IN THE AMOUNT OF \$10,176 FOR PROFESSIONAL ENGINEERING SERVICES AND AUTHORIZING OPTIONAL SERVICES UP TO \$1,018 FOR INSTALLATION OF SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND ISLA VISTA COURT AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

WHEREAS, funding for design engineering of the installation of splitter islands at the intersection of Caitlan Drive and Isla Vista Court ("Project") has been included in the proposed 2019/20 Budget and 2019/20 Capital Improvement Program; and

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

WHEREAS, Peters Engineering Group was selected based on their experience and knowledge of the proposed project; and

WHEREAS, Peters Engineering Group has the professional skills to perform the necessary services and City desires to retain Peters Engineering Group.

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

1. The above recitals are true and correct.
2. The Agreement with Peters Engineering Group for Professional Engineering Services in an amount not to exceed \$10,176, plus \$1,018 for Extra Services as approved by the City Engineer for the Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, a copy of which is on file with the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately.

* * * * *

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, APPROVING FUNDING AMENDMENTS AND APPROPRIATING \$50,000 TO THE CITY OF MADERA FISCAL YEAR 2018/19 CAPITAL PROJECTS BUDGET FOR THE FOR THE DESIGN AND CONSTRUCTION OF SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND ISLA VISTA COURT, CITY PROJECT NO. TS-30

WHEREAS, Project comprising of the Installation Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court, City Project No. TS-30, hereinafter called "the Project", is included in the proposed Fiscal Year (FY) 2019/20 Budget for Capital Projects; and

WHEREAS, Funds are necessary for the design phase of the Project in the FY 18/19 Capital Projects Budget; and

WHEREAS, Funds are available in the unprogrammed fund balance of the Local Transportation Fund Org. No. 42005330.

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

1. The above recitals are true and correct.
2. The FY 2018/19 Capital Projects Budget is hereby amended in accordance with Exhibit AA, which is incorporated by reference herein.
3. The City Clerk is authorized and directed to forward a copy of the resolution to the Director of Finance who is authorized to take such action as necessary to implement the terms of this resolution.
4. This resolution is effective immediately.

* * * * *

EXHIBIT AA

CITY OF MADERA

Resolution 19 -

Installation of Splitter Islands at the Intersection Caitlan Drive and Isla Vista Court
City Project No. TS-30

ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	ALREADY APPROPRIATED AS PART OF CONSTRUCTION APPROVAL	
				(+)	(-)
<u>Local Transportation Funds (42005330)</u>					
4200	7050	TS-00030	Installation of Splitter Islands at the Intersection of Caitlan Drive and Isla Vista Court	50,000.00	
4200	3210		Unappropriated Fund Balance		50,000.00
				<u>50,000.00</u>	<u>50,000.00</u>

ATTACHMENT 2

MAP



**PROPOSED RAISED
MEDIAN ISLANDS**

CAITLAN DRIVE

ISLA VISTA COURT

**PROPOSED RAISED
MEDIAN ISLANDS**



ATTACHMENT 3

**AGREEMENT WITH PETERS ENGINEERING GROUP FOR
PROFESSIONAL ENGINEERING SERVICES FOR INSTALLATION OF
SPLITTER ISLANDS AT THE INTERSECTION OF CAITLAN DRIVE AND
ISLA VISTA COURT**

This Agreement made and entered into this 15th day of May, 2019, between the City of Madera, a municipal corporation of the State of California, hereinafter called “**CITY**”, and Peters Engineering Group, located in Fresno, CA, hereinafter called “**CONSULTANT**”.

WITNESSETH

WHEREAS, CITY plans to install splitter islands at the intersection of Caitlan Drive and Isla Vista Court, hereinafter called “Project”; and

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

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

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

NOW THEREFORE:

The parties hereto mutually agree as follows:

1. SERVICES OF CONSULTANT:

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

2. SCOPE OF WORK:

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

CONSULTANT accepts full responsibility for the scope of services provided by sub-consultants necessary for delivery of the project. CONSULTANT shall comply with

applicable City of Madera design standards and requirements as directed by the CITY and applicable State and Federal requirements.

3. PROGRESS MEETINGS:

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

4. CITY'S OBLIGATIONS

The CITY shall provide the CONSULTANT with the following:

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

5. COMPENSATION

The basic fee for the work tasks itemized in EXHIBIT C, "Proposal" is \$10,176.

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

6. PAYMENT:

Payments for all undisputed portions of each invoice as provided for hereunder shall be made within 30 days of receipt and approval of CONSULTANT'S monthly invoices for the work performed specified herein. CONSULTANT'S invoice shall specify the billed hours and hourly rates for each employee classification. The sub-consultants work shall be included on CONSULTANT 'S invoice with a copy of the sub-consultant's invoice

attached. A report on summary of costs to date for each component of the work shall accompany the invoice. This summary shall also estimate the percentage of the work completed for each component and the balance remaining in each component.

7. EXTRA SERVICES:

CITY agrees to pay CONSULTANT for extra services not contemplated hereunder as set forth in the Proposal or for such services as may be specifically requested by CITY through the City Engineer in writing and agreed to by CONSULTANT for an agreed-to fixed fee or hourly rate of compensation or for necessary expenses over that listed in the Budget, provided, however, the City Engineer's authority is limited to expenditures not to exceed the amount of one thousand eighteen dollars (\$1,018).

8. AUDITS AND INSPECTIONS ACCESS:

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

9. LIABILITY INSURANCE:

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

Minimum Scope and Limits of Insurance

CONSULTANT shall maintain limits no less than:

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

Maintenance of Coverage

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

Proof of Insurance

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

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non-estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

10. OWNERSHIP OF DOCUMENTS:

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

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

11. TIME OF COMPLETION:

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

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

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

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

12. TERMINATION OF AGREEMENT:

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

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

1. An illegal use of funds by CONSULTANT;
2. A failure by CONSULTANT to comply with any material term of this Agreement;

3. A substantially incorrect or incomplete report submitted by CONSULTANT to CITY.

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

13. APPROVAL:

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

14. HOLD HARMLESS:

Indemnity for Professional Liability: When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend, and hold harmless Agency and any and all of its officials, employees and agents from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs but only to the extent the Consultant (and its Subconsultants) are responsible for such damages, liabilities and costs on a comparative basis of fault between the Consultant (and its Subconsultants) and the Agency in the performance of professional services under this agreement. Consultant shall not be obligated to defend or indemnify Agency for the Agency's own negligence or for the negligence of others.

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

15. RESPONSIBILITY FOR OTHERS:

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

16. PROFESSIONAL RESPONSIBILITY:

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

17. PARTIES BOUND BY AGREEMENT:

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

18. COMPLETE AGREEMENT OF PARTIES:

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

19. ASSIGNMENT WITH APPROVAL:

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

20. INDEPENDENT CONTRACTOR:

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

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

21. GOVERNING LAW:

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

22. AMENDMENTS:

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

23. COMPLIANCE WITH LAWS AND WAGE RATES:

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

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

24. CONSULTANT 'S LEGAL AUTHORITY:

Each individual executing or attesting this Agreement on behalf of CONSULTANT hereby covenants and represents: (i) that he or she is duly authorized to execute or attest and deliver this Agreement on behalf of such corporation in accordance with a duly adopted resolution of the corporation's board of directors and in accordance with such

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

25. NOTICES:

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

CITY OF MADERA

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

CONSULTANT

Peters Engineering Group
952 Pollasky Avenue
Clovis, CA 93612

26. SOLE AGREEMENT:

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

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

* * * * *

CITY OF MADERA

CONSULTING FIRM

By: _____
Andrew J. Medellin, Mayor

By: _____
David Peters
President

86-1065316
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

ATTACHMENTS

**EXHIBIT A
SCOPE OF SERVICES**

**EXHIBIT B
SCHEDULE OF FEES AND CHARGES**

**EXHIBIT C
FEE PROPOSAL**



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

Mr. Keith Helmuth, P.E.
City Engineer
City of Madera
205 West Fourth Street
Madera, California 93637

April 15, 2019

Subject: Proposal for Civil Engineering Services
Preparation of Improvement Plans for Splitter Islands for Traffic Circle at
Intersection of Caitlan Drive and Isla Vista Court
Madera, California

Dear Mr. Helmuth:

Please find enclosed our proposed scope of services and fee for the subject project. Our understanding of the City's requirements for this improvement plan set is based on my email and phone conversation with you. To authorize us to prepare the Improvement Plans for Splitter Islands, please provide the applicable written authorization.

Thank you for the opportunity to provide you with this proposal. Please feel free to call me if you have any questions.

PETERS ENGINEERING GROUP

Will Washburn, RCE 60322

Attachment: Exhibit "A" - Scope of Services
Exhibit "B" - Rate Schedule
Exhibit "C" - Fee Proposal

Exhibit “A”

SCOPE OF SERVICES

Preparation of Improvement Plans for Splitter Islands Intersection of Caitlan Drive and Isla Vista Court Madera, California

INTRODUCTION

Peters Engineering Group (Consultant) will provide the City of Madera (Client) with engineering services for the subject project as described herein. Consultant’s services will result in the preparation of improvement plans with a preliminary opinion of probable construction cost for construction of splitter islands at the intersection of Caitlan Drive and Isla Vista Court.

INTERSECTION DESCRIPTION

The intersection of Caitlan Drive and Isla Vista Court is a four-legged traffic circle in a residential neighborhood, although the west leg of the intersection is stubbed for future extension and does not provide access to any driveways or other streets.

City staff have heard complaints related to the speed of vehicles traveling through the intersection and potential wrong-way movements within the traffic circle.

WORK TASKS

The Consultant will provide the following work tasks:

Task 101 Prepare Improvement Plan Set for Splitter Island Construction

Consultant will prepare a two-three sheet set of improvement plans, including a cover sheet, plan view (20 Scale) and applicable details. Details for splitter island construction will be based on City of Madera and Caltrans Standard Specifications. No project special provisions will be prepared. City of Madera Staff will prepare project contract documents and project related specifications based on plans provided by Consultant

Consultant will trace existing street alignments and traffic circle using a scaled aerial photograph. Relative elevations will be used where needed. Plans will be sent to the City of Madera via email pdf for review. Comments on the plans are expected to be minimal. Once comments are addressed and reviewed by City Engineer, a full size set of signed plans will be delivered to the City for bidding purposes.

Task 102 Preliminary Opinion of Probable Construction Cost

Consultant will prepare a preliminary opinion of probable construction costs. This document will include a listing of construction bid items, the anticipated quantities, and an estimated unit cost. The document will be prepared using Microsoft Excel and will be sent to the Client via email for their review and approval.

Exhibit "A"

CITY'S DUTIES AND RESPONSIBILITIES

The City shall:

- Provide for Topographic and Boundary survey, as needed.
- Provide for Geotechnical Engineering Services, as needed.
- Provide all criteria and full information concerning City's requirements for the project.
- Apply for and obtain all approvals and permits from all government agencies having jurisdiction over the project, and such approvals from other entities as may be necessary for the project, with the assistance from the Consultant or as additionally authorized. City shall pay all fees and charges associated with securing permits and approvals not previously described.
- Give prompt notice to Consultant whenever City observes or otherwise becomes aware of any development that affects the scope or timing of the Consultant's services.
- At the City's discretion, authorize and direct the Consultant to provide necessary Additional Services.

ADDITIONAL SERVICES

The City may, at its sole discretion, request that the Consultant perform Additional Services. Both parties, prior to proceeding with these services, shall execute a written amendment to the agreement. Changes in the project base mapping and geometrics after completion of the first submittal improvement plans may require additional services.

RIGHT TO RELY

Consistent with the professional standard of care, Consultant shall be entitled to rely upon the accuracy of data and information provided by the City or others without independent review or evaluation unless specifically required in the Scope of Services.

COMPENSATION

Consultant's fee for the services described herein shall be billed on a lump sum percent complete basis in accordance with the attached rate schedules and will not exceed \$10,176.00 without prior written authorization by the City.

SCHEDULE

The improvement plans and preliminary opinion of probable construction cost will be prepared and ready for review within approximately two weeks of receipt of written authorization to proceed.



PETERS ENGINEERING GROUP
A CALIFORNIA CORPORATION

EXHIBIT "B"

HOURLY RATE SCHEDULE
(Effective 1/1/19 to 12/31/19)

<u>CLASSIFICATION</u>	<u>RATE</u>
Principal Civil Engineer	\$180/hr
Senior Civil Engineer	\$165/hr
Civil Engineer	\$130/hr
Land Surveyor	\$120/hr
Staff Engineer	\$115/hr
Draftsperson/Technician/Inspector	\$90/hr
Clerical	\$68/hr
Robotic Total Station	\$35/hr
Litigation Support	\$350/hr

REIMBURSABLES SCHEDULE
(Effective 1/1/19 to 12/31/19)

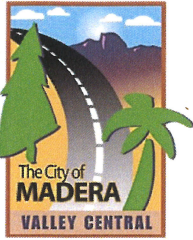
<u>DESCRIPTION</u>	<u>RATE</u>
Mileage	\$0.64/mile
Travel Subsistence	Actual Cost + 10%
Postage	Actual Cost + 10%
Reproduction	Actual Cost + 10%
Subconsultant	Actual Cost + 10%

Work requiring an accelerated schedule is subject to a 25% labor surcharge. Peters Engineering Group will furnish monthly billing for work performed in accordance with previously authorized fees and the above fee schedule. Payments shall be due upon presentation and no later than 30 days from the date of original invoice. Finance charges will apply to unpaid balances.

Exhibit "C"
Isla Vista and Caitlan Splitter Island Improvement Plans
Engineering Fee Proposal

Task	Description	Person-Hours				Other Direct Costs	Total
		Principal Engineer @ \$180 /hr	Senior Civil Engineer @ \$165 /hr	Staff Engineer @ \$115 /hr	Clerical @ \$68 /hr		
100	CONSTRUCTION DRAWINGS						
101a	Prepare Basemap from Google Earth Aerial		1	6	1	\$50	\$973
101b	Prepare Cover Sheet		1	4		\$50	\$675
101c	Prepare Plan View/Detail Sheet		6	24		\$100	\$3,850
101d	Revisions from comments and final plan	1	8	12		\$150	\$3,030
102	Prepare Construction Cost Estimate	1	4	6	1	\$50	\$1,648
Total Task 100 Hours		2	20	52	2	Total =	\$10,176
200	SUPPLEMENTAL SERVICES*						
201	Bidding Coordination and Support*		8	8	8		\$2,784
202	Construction Support*	2	8	8		\$500	\$3,100
Total Hours		2	16	16	8	Total =	\$5,884

*** Preliminary fee estimates. Actual fee to be negotiated if supplemental service is requested**




REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-7

SUBJECT: **Consideration of a Minute Order Rejecting All Bids for Sunset Avenue Sidewalk and Safety Improvements Pine Street to Double Tree Way, City Project No. R-66, Federal Project No. HSIPL 5157 (111)**

RECOMMENDATION:

Staff recommends that the City Council (Council) approves:

1. Rejecting all bids for Sunset Avenue Sidewalks and Safety Improvements Pine Street to Double Tree Way, City Project No. R-66, Federal Project No. HSIPL 5157 (111) and re-advertise project.

SUMMARY:

In April 30, 2019, the City received four bids for the Project. Staff has determined that the bids must be rejected, and the project be re-advertised in accordance with government code 20166.

DISCUSSION:

The proposed project will provide concrete improvements for portions of Sunset Avenue between Pine Street and Schnoor within the City of Madera. The work in general consists of furnishing all labor, materials, and equipment necessary to perform all operations for installing ADA compliant sidewalk, drive approaches, and curb ramps along Sunset Avenue from Schnoor Ave to Double Tree Way and Installation of Pedestrian Median Refuge from Pine Street to Willis Ave.

SITUATION:

On February 21, 2018 Council Meeting, The City Council approved Program Supplement Agreement (PSA) No. F058 between the City and the State of California Department of Transportation. As part of the PSA, the City is required to administered and implement the Disadvantaged Business Enterprise (DBE) Implementation Agreement. The DBE Implementation Agreement relates to DBE

goals set in accordance with California Department of Transportation Exhibit 9D DBE Contract Goal Methodology. Staff determined a 9% DBE goal for this project, therefore it was incorporated as part of the plans and specifications. The contractor is required to submit a Construction Contract DBE Commitment Form (Exhibit 15-G) and Good Faith Effort Form (Exhibit 15-H) no later than the third business day after bid opening as required by the specification. Failure of an agency to follow the DBE Methodology could result in the withdrawal of all or a portion of the federal and/or state funds which for this project equate to \$ 310,590.00.

The "Notice Inviting Bids" for the project was duly noticed in the Madera Tribune Newspaper on March 30th and April 6th 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 website directly.

On April 30, 2019, the City received four 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 documents required within three days of bid opening to be considered responsive. Any bidder that wishes to be considered if the three lowest bidders should be found nonresponsive, has the option of also submitting the additional documents.

Staff has determined that all bids should be rejected for reasons stated below, and the project should be re-advertised, in accordance with California Public Contract Code Section 20166. The non-qualified bidders and bids received are listed below:

Phase 1 Construction	\$ 384,905.00*
Machado and Sons Construction, Inc	\$ 465,968.00
Witbro, Inc. DBA Seal Rite Paving and Grading	\$ 470,486.00**
JT2, Inc. DBA Todd Companies	\$ 529,644.00**
Engineers Opinion of Cost	\$ 337,000.00

*The low bidder failed to meet the Good Faith Effort (GFE) requirements relating to seeking DBE contractors to perform portions of the work.

**The two contractors failed to submit Construction Contract DBE Commitment Form (Exhibit 15-G) and Good Faith Effort Form (Exhibit 15-H).

The second through fourth bidder are substantially higher than the Engineer's Estimate and significantly higher than available budget for this project. Staff does not recommend awarding the project to the second bidder given that the gap price difference is substantially higher.

FINANCIAL IMPACT:

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

Funding for the project is programmed in Fiscal Year 2018/19 including Highway Safety Improvement Program (HSIP) funding in account number 41705080, Local Transportation Fund (LTF) funding in account number 42005330 and Measure T Environmental/Bike/Pedestrian Enhancement funding account number 41570000.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

ALTERNATIVES:

1. Award project to second bidder who provided a bid substantially higher than the Engineer's Estimate and project's budget. This option will require additional funds be identified to meet budget shortfall.
2. Provide Staff with additional feedback.

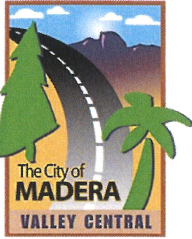
ATTACHMENTS:

1. Project Maps

ATTACHMENT NO. 1

PROJECT MAP



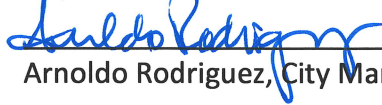


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnaldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-8

SUBJECT: Consideration of a Resolution Approving Amendment No. 5 in the amount of \$15,509 to the Agreement with Lars Andersen & Associates, Inc. for Engineering Services Relating to the Construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving Amendment No. 5 to the Agreement with Lars Andersen & Associates, Inc. for Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad (UPRR) Project.

SUMMARY:

Lars Andersen & Associates, Inc. has submitted an amendment to their contract for additional engineering services recommended by Staff for completion of the Fresno River Trail Undercrossings at Gateway Drive and UPRR Project (the Project; see Attachment 1, location map). Funds are available for the additional costs in the established budgets.

DISCUSSION:

The Fresno River Trail Undercrossings Project required numerous approvals from several agencies related to funding, encroachment permits, easements, environmental permits, agreements with Union Pacific Railroad and, most recently, approval from California Public Utilities Commission granting a trail undercrossing of the railroad. Along the way, changes to the project and additional engineering have been necessary to comply with the various requests and requirements of those agencies. The project is now ready to move forward to construction. This latest proposed amendment is recommended to modify some elements on the drawings that will result in construction cost savings.

The City entered into an agreement with Lars Andersen & Associates, Inc. in May 2008 to perform engineering services for the Fresno River Trail Undercrossing at Gateway Drive and UPRR Project, hereinafter called "Project". Subsequent amendments included:

- 1) Preparation of legal descriptions and an exhibit for portions of the project within UPRR right-of-way
- 2) Additional environmental engineering services including a Biological Reconnaissance Survey and Report
- 3) Design Modifications and additions as required by UPRR and the California Public Utilities Commission, and
- 4) Additional design and environmental engineering services required by funding program and administering agency (Caltrans) and preparation of legal documents for an easement.

Lars Andersen has submitted a proposed amendment to their contract for additional engineering services required to complete the plans and specifications for the Project outside of their original scope as follows:

- A) Modify plans and provide structural analyses reflecting changes to retaining wall design and canopy design for significant construction cost savings.
- B) Provide additional compensation for costs associated with coordination services and documents necessary for approvals from Central Valley Flood Protection Board and Army Corps of Engineers.

The proposal and fee for services is acceptable and within funds currently programmed for these projects.

FINANCIAL IMPACT:

The cost for the requested additional engineering service is \$15,509 and will be funded from funds in the Capital Project Account for PK-00008.

There will be no impact to the City's General Fund by approving this amendment.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

Strategy 132 – Neighborhood Connectivity: Connect Madera's neighborhoods through streets, trails and walkways that promote community interaction.

Strategy 401 – Walkable Community: Develop and promote Madera as a walkable community with an emphasis on improving the quality of the natural resources.

ALTERNATIVES:

1. Partial approval of amendment only for costs already incurred associated with approvals from Central Valley Flood Protection Board and Army Corps of Engineers. Approvals are necessary for project to proceed to construction. Will result in higher construction costs without redesign of retaining wall and canopy structures.

ATTACHMENTS:

1. Location Map
2. Resolution
3. Amendment No. 5 to Agreement with Lars Andersen & Associates, Inc.

RESOLUTION NO. 19 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 5
TO THE AGREEMENT WITH LARS ANDERSEN &
ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING
TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL
UNDERCROSSINGS AT GATEWAY DRIVE AND UNION
PACIFIC RAILROAD**

WHEREAS, the City of Madera entered into an agreement with Lars Andersen & Associates, Inc. (Lars Andersen) on May 7, 2008 for professional engineering services related to the preparation of contract documents for construction of the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad; and

WHEREAS, Lars Andersen has submitted Amendment No. 5 in response to the City's request to adjust the scope of the project as described therein; and

WHEREAS, adequate funds are available in the project budget for these additional costs.

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

1. The above recitals are true and correct.
2. Amendment No. 5 to the Agreement for Engineering Services relating to the Construction of the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount not to exceed \$15,509.00.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

**AMENDMENT NO. 5 TO AGREEMENT WITH LARS ANDERSEN & ASSOCIATES,
INC FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE
FRESNO RIVER TRAIL UNDERCROSSINGS AT GATEWAY DRIVE AND UNION
PACIFIC RAILROAD**

This Amendment No. 5 to the Agreement for Engineering Services for the Fresno River Trail Undercrossing at Gateway Drive and Union Pacific Railroad (UPRR) Project (hereinafter called "Agreement"), between the City of Madera (hereinafter called "CITY") and Lars Andersen & Associates, Inc. (hereinafter called "ENGINEER") is entered into this 15th day of May, 2019.

W I T N E S S E T H

WHEREAS, CITY has a project to construct the Fresno River Trail Undercrossings at Gateway Drive and UPRR, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated May 7, 2008 for professional engineering services to design such street improvements; and

WHEREAS, CITY has requested changes to the scope of work for the design of the Project; and

WHEREAS, Amendment No. 5 to Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

A G R E E M E N T

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and ENGINEER agree that the Agreement for Professional Engineering Services for the Fresno River Trail Undercrossings at Gateway Drive and Union Pacific Railroad dated May 7, 2008 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section II of the Agreement shall be amended by adding the following:

II. STATEMENT OF WORK:

ENGINEER shall provide the professional services set forth in EXHIBIT A including Civil Addendum No. 1 and Amendment Nos. 2, 3, 4, and 5, attached hereto and incorporated

herein by reference. ENGINEER accepts full responsibility for the scope of services provided by subconsultants necessary for delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section III of the Agreement shall be amended by adding the following:

III. TERM

The term of the AGREEMENT is hereby extended until December 30, 2019 unless extended in writing by mutual agreement.

Item No. 3: Section VI of the Agreement shall be amended by adding the following:

VI. CONTRACT COSTS AND REIMBURSEMENTS

The basic fee based on the Scope of Work and Cost, EXHIBIT A, attached hereto and incorporated herein by reference, for the scope of work itemized in the Project Work Plan is \$15,509 Dollars and no cents. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services, including travel expenses, are included in the basic fee.

Item No. 4. Except as set forth in this Amendment No. 5, all other terms and condition in the Agreement shall remain in full force and effect.

In witness hereof, CITY and ENGINEER have executed this Amendment No. 5 to the Agreement on the date first written above.

LARS ANDERSEN & ASSOCIATES, Inc.

By: _____

Andrew J. Medellin, Mayor

By: _____

Scott Mommer, President

APPROVED AS TO LEGAL FORM

By: _____

Interim City Attorney

ATTEST:

By: _____

Interim City Clerk



LARS ANDERSEN & ASSOCIATES, INC.

CIVIL ENGINEERS • LAND SURVEYORS • PLANNERS
CASP • LEED ACCREDITED • QSD / QSP

4694 W JACQUELYN AVENUE
FRESNO, CA 93722
PH (559) 276-2790 FX (559) 276-0850

SCOTT A. MOMMER, P.E., QSD

PRESIDENT

DANIEL J. ZOLDAK, P.E., P.L.S. LEED AP, CASp,
QSD
VICE PRESIDENT

Wednesday, March 27, 2019

Exhibit A

City of Madera
205 W. 4th Street
Madera, CA 93637
Phone: (559) 661-5418

Re: Changes to Original Design Madera Trail in Madera, California- Amendment No. 5

To whom it may concern,

The firm of Lars Andersen & Associates, Inc. appreciates this opportunity to provide our proposal for Civil Engineering Services related for the proposed Trail Project in Madera, California.

This Amendment No. 5 proposal outlines our understanding of the proposed project and describes the various tasks associated with the Scope of Services for the Project. The cost for each task is based on a lump sum, in which the amount will not be exceeded without written approval by City of Madera. **This proposal is not based on being subject to California Prevailing Wage.**

EXHIBIT 'A'

TASK 1: Updated Civil Plans:

Lars Andersen will update civil design plans and remove previously noted retaining wall. Design and incorporate retaining wall along the typical 8' wide concrete bike trail with retaining wall at back of walk. The following sheets will be updated with new retaining wall direction.

1. Construction Standards and Details Sheet
2. Cross-Section and Details (Sheet 3)
3. Cross-Section and Details (Sheet 4)
4. Fresno River Bike Trail [STA. 8+00.00 to STA. 11+50.00]
5. Railroad Crossing Details
6. Details Sheet.

TOTAL: \$5,951.00

TASK 2: Update Structural Canopy Design and Footing update:

Lars Andersen & Associates, Inc. will coordinate and provide an updated structural calculation for retaining wall along the typical 8' wide concrete bike trail with retaining wall at back of walk.

TOTAL: \$6,000.00

TASK 3: Additional Floodplain Summary Report Coordination:

Lars Andersen & Associates, Inc. provided additional coordination services with for Floodplain Summary Report. Location Hydraulic Study documents were updated and coordinated with Central Valley Flood Protection Board (CVFPB) and Corps. Lars Andersen provided as requested additional exhibits and updated Construction Drawings to address CVFPB concerns which surpassed the initial projected scope of work for this. Attended in-person meetings at City of Madera office to coordinate this.

TOTAL: \$3,058.00

REIMBURSABLE EXPENSES

For all tasks, direct reimbursable expenses such as express mail, out-of-town mileage, reproduction of project drawings and other direct expenses shall be billed at 1.10 times the actual cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles and postage.

T&M - NTE Fee: \$500.00

GRAND TOTAL: \$15,509.00

NOT INCLUDED

- Elevation Building Plan
- Environmental health
- Storm water quality / C3
- As-Builts by Contractor
- ALTA
- N.O.T. by Contractor
- Elevations
- Floor Plans
- Occupant Load Certification
- Green Building Program (if required)
- Geotechnical Report/Review
- Site visit
- Mechanical Design
- Plumbing Design
- Any joint trench design
- Security System design
- Atrium design
- Smoke Evacuation System design
- Fire alarm design
- Sprinkler system design
- Interior lighting design
- LEED Commissioning process
- CALCTP-AT Commissioning process
- Permit submittal process to city
- Telephone system design
- Gas system design
- Communication system design
- Fiber-optic communication system design
- Kitchen equipment layout and design

- Kitchen exhaust system
- Acoustical engineering
- High voltage (over 600V) distribution
- Emergency power design & generator requirement
- Clean power requirement and EMF specifications
- DI water, compressed air distribution, any power supply other than 60Hz
- All work associated with hazardous materials handling and abatement
- Generate separate construction document packages for individual submittals
- Additional meetings as required by architects or owner
- Potholing
- Title Report
- Application, Permit and Impact fees
- Construction Staking/PAD Certification
- Fire Pump/Sewer or Storm Lift Station Design
- Traffic or other studies such as air, noise, etc.
- Soils/Compaction testing/infiltration testing

CLOSING

Lars Andersen & Associates, Inc. appreciates being considered for this work. We are confident in our ability to provide timely and cost-efficient services on a consistent basis.

Should you have any questions or concerns, please feel free to contact me at (559) 276-2790, ext. 116 or via email at dramirez@larsandersen.com.

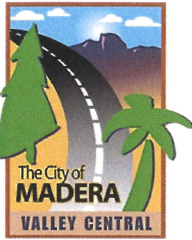
Sincerely,

LARS ANDERSEN & ASSOCIATES, INC.

Dario Ramirez, Project Engineer

cc: Accounting Department – Lars Andersen & Associates, Inc.

CASP • LEED ACCREDITED • QSD/QSD



REPORT TO CITY COUNCIL

Approved by:

A handwritten signature in blue ink, appearing to be "Paul H. Smith", written over a horizontal line.

Department Director

A handwritten signature in blue ink, appearing to be "Arnoldo Rodriguez", written over a horizontal line.

Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-9

SUBJECT: Consideration of a Resolution Approving Amendment No. 2 in the amount of \$10,350 to the Professional Engineering Design Services Agreement with Giersch & Associates, Inc. for Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt a resolution approving Amendment No. 2 to the Professional Engineering Design Services Agreement with Giersch & Associates, Inc. (Giersch) for Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street.

SUMMARY:

Giersch has requested compensation for additional engineering and design associated with the project to replace sewer mains in Sherwood Way and Wessmith Way near Lake Street and as amended to include replacement of the sewer main in the Daulton/Riverside Alley and D/Nebraska Alley, also known as City Project S 16-02. A contract for construction of the Project S 16-02 was recently awarded at the May 1, 2019 meeting. Funds are available for the additional engineering design costs in the established budgets.

DISCUSSION:

The City of Madera entered into an agreement with Giersch & Associates Inc. on December 21, 2016 to perform engineering design services for the replacement of a 10-inch sewer main along Wessmith Way east of Lake Street and a 12-inch sewer main along Sherwood Way west of Lake Street with new 15-inch diameter sewer mains, hereinafter call "Project". Amendment No 1 to the engineering agreement was executed on May 7, 2017 adding 1) replacement of an 8-inch sewer line in the alley bounded by Daulton and Riverside between Lake Street and Fresno Street,

and 2) replacement of approximately 50 feet of an existing 8-inch diameter sanitary sewer in the "D" Street/Nebraska Ave. alley between Sherwood Way to the south.

Giersch & Associates has submitted a request for additional compensation in the amount of \$10,350, copy of letter attached. Staff has reviewed the request and does not dispute that additional engineering efforts were incurred on behalf of this project.

FINANCIAL IMPACT:

The cost for the requested additional engineering service is \$10,350 and will be funded from the Capital Project Account for SS-0002 from sewer utility funds 20403420-7050.

There will be no impact to the City's General Fund by approving this amendment.

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:

Reject Amendment No. 2 and provide further direction to Staff.

ATTACHMENTS:

1. Letter requesting additional compensation
2. Resolution
3. Amendment No. 2 to Agreement with Giersch & Associates, Inc.



GIERSCH & ASSOCIATES, INC.

CIVIL ENGINEERS

421 NO. I STREET • MADERA, CALIFORNIA 93637-3099

(559) 673-5981 • (559) 233-4091

FAX (559) 675-3544

E-mail: office@gai-online.com

October 25, 2018

Keith Helmuth, P.E.
City Engineer, City of Madera
205 W. 4th Street
Madera, CA 93637

RECEIVED

OCT 30 2018

CITY OF MADERA
ENGINEERING DEPARTMENT

Dear Mr. Helmuth:

Subject: Request for Additional Compensation:
City Proj. S 16-02 Sherwood Way/Wessmith Way Sewer Improvement Project

Giersch & Associates, Inc. has had the opportunity of providing engineering services related to the preparation of plans and specifications for a project to replace existing sewers along Sherwood Way, Wessmith Way, and other locations in the City. There are three items related to this project that we'd like to address and resolve:

1. Addendum No. 1 amended the original Engineering Services Agreement to include the design of the replacement sewer in the Daulton Ave./Riverside Dr. alley east of Lake St., along with the replacement of the section of the "D" Street/Nebraska Ave. alley immediately south of Sherwood Way. The addition of the latter segment occurred as a result of a field meeting involving Kenneth Hutchings of my staff, along with City Public Works and Scott Hamm of City Engineering staff. City Public Works staff indicated that this sewer required frequent maintenance. Because of the elevation difference in the sewer manhole immediately south of Sherwood Way and the sewer main in Sherwood Way, it was felt that a new replacement sewer could be constructed at a slightly steeper slope along the same horizontal alignment, and that the only change in the plans would be to add the plan view of this sewer. Because of the replacement work already planned for the nearby Sherwood Way sewer, it seemed logical that this would be the ideal time to replace this section of the "D"/Nebraska alley sewer. Based on the understanding that any additional work was expected to be minor, Mr. Hutchings indicated that G & A would include replacement of this sewer at no additional cost to the Contract beyond that was previously agreed to in Addendum No. 1.

Unfortunately, something that was not mentioned at this field meeting was the presence of a 48 inch storm drain within the parkway area on the south side of Sherwood Way. After that was discovered during the initial design of the alley sewer, it was further learned that there is a sag in the "D"/Nebraska alley sewer where it passes under the storm drain. The section between the where it passes beneath the storm drain and the connection at the manhole with the 12 inch diameter sewer actually has a reverse slope, which apparently is the major reason why this sewer line has required frequent maintenance. The City's improvement plan for the storm drain indicates that

there was formerly a lift station in this alley which was subsequently removed, but apparently without resolving the situation of the reverse slope.

This discovery resulted in the design of this sewer taking considerable more time than the simple plan addition envisioned at the field meeting. Mr. Hutchings spent time coordinating with City staff to get the 48 inch storm drain improvement plans, which were not included in the original group of plans furnished by the City. In addition, time was spent preparing profiles for two different alternatives for constructing the replacement sewer line. Our firm's CAD subconsultant, Bedrock Engineering, spent additional time adding the plan and profile of this sewer to the improvement plans.

The presence of the 48 inch storm drain within the Sherwood Way parkway area is a very unique situation which would normally not be expected, since storm drainage facilities are generally located within a roadway's paved area. Other than the drop inlets located close by, there were not any facilities close by that would have given any indication of this major storm drain. If Mr. Hutchings had been aware or had been informed as to the existence of the storm drain, he would not have agreed to G & A including the work at no additional cost at the field meeting discussed in the second paragraph.

In addition, during the early stages of the design work, G&A had presented an alternative for the Daulton/Riverside alley to reconfigure the alley so that it would drain towards the east (i.e., Fresno St.), as there was sufficient fall available for the sewer to flow properly, and this would have avoided the need to perform construction within Lake Ave., a well traveled arterial. The City initially agreed to this, but later changed their mind and requested that the sewer be replaced along it's currently alignment. Unfortunately, this reversal occurred after some preliminary design and CAD drafting had been done for the design alternative, so there was additional design work which resulted from this action.

We respectfully request that the Agreement between the City and G&A be amended to increase the amount of the contract by \$10,350, which increases the overall total from \$52,805 to \$63,155. The proposed revised contract total amounts to 14.6% of the most recent construction estimate, which we feel is a reasonable amount.

2. Based on a conversation that Mr. Hutchings had with Ellen Bitter recently, we understand that this project may not be going to construction within the near future because of other priorities that have arisen in the City. Although there are some minor issues to be resolved, the PS&E for this project are mostly complete, and we respectfully request that we be allowed to bill for the remaining 10% of the current design contract, especially given the uncertainty as to when construction of the improvements will occur.

3. One of the minor issues referred to in the previous paragraph was addressed in correspondence, dated September 19, 2018, from Mr. Hutchings to Ellen Bitter of your staff, a copy of which is included for your reference. To date, we have not received a reply to this letter. In addition, there is still an unresolved issue regarding the location of the water main along Sherwood Way west of Austin Ave., and whether the horizontal alignment of the sewer needs to be slightly modified in order to provide proper clearance between the new sewer and the water main.

If you have any questions or need additional information, I may be reached at telephone (559) 673-5981 extension 25.

Sincerely,



Michael L. Giersch, P.E.

President

MLG/KFH

encl

RESOLUTION NO. 19 - _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 2
TO THE PROFESSIONAL ENGINEERING DESIGN SERVICES
AGREEMENT WITH GIERSCH & ASSOCIATES, INC. FOR
SEWER MAIN REPLACEMENTS AT SHERWOOD WAY AND
WESSMITH WAY NEAR LAKE STREET**

WHEREAS, the City of Madera entered into an agreement with Giersch & Associates, Inc. (Giersch) on December 21, 2016 for professional engineering services related to the preparation of contract documents for construction of sewer main replacements at Sherwood Way and Wessmith Way near Lake Street; and

WHEREAS, the agreement was amended to include additional segments of sewer main replacements by Amendment No. 1 executed on May 7, 2017; and

WHEREAS, Giersch has requested compensation for additional engineering and design required to complete the scope of work; and

WHEREAS, adequate funds are available in the project budget for these additional costs.

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

1. The above recitals are true and correct.
2. Amendment No. 2 to the Agreement for Professional Engineering Design Services for Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in an amount not to exceed \$10,350.00.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

AMENDMENT NO. 2 TO AGREEMENT WITH GIERSCH & ASSOCIATES INC. FOR PROFESSIONAL ENGINEERING DESIGN SERVICES FOR SEWER MAIN REPLACEMENTS AT SHERWOOD WAY AND WESSMITH WAY NEAR LAKE STREET

This Amendment No. 2 to the Agreement for Professional Engineering Design Services for Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street, between the City of Madera, hereinafter called "CITY", and Giersch & Associates Inc., hereinafter called "CONSULTANT" is entered into this 15th day of May, 2019.

WITNESSETH

WHEREAS, CITY plans to construct sewer main improvements along Sherwood Way and Wessmith Way near Lake Street in the City of Madera, California, hereinafter called "Project"; and

WHEREAS, CITY and CONSULTANT entered into an Agreement dated December 21, 2016 for Professional Engineering Design Services to design such sewer main improvements; and

WHEREAS, Amendment No. 1 to Agreement was approved May 3, 2017 adding additional sewer main replacements; and

WHEREAS, additional engineering was necessary to complete the intended Scope of Work for the Project as amended; and

WHEREAS, Amendment No. 2 to the Agreement is necessary to revise the Scope of Work and Compensation for the additional engineering services.

AGREEMENT

In consideration of the recitals listed above and the mutual obligations of the parties herein, CITY and CONSULTANT agree that the Agreement for Professional Engineering Design Services for Sewer Main Replacements at Sherwood Way and Wessmith Way near Lake Street dated December 21, 2016 between CITY and CONSULTANT shall be amended as follows:

Item No. 1: Section 2 of the Agreement shall be amended by adding the following:

2. SCOPE OF WORK:

CONSULTANT shall provide the following professional engineering design services:

1. Additional engineering for preliminary design for the replacement of the Daulton/Riverside alley sewer main to consider an alternate alignment
2. Additional engineering addressing potential conflicts with existing pipelines
3. Additional design for the replacement of the sewer main in the D/Nebraska alley based on discoveries in the design engineering phase

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

Item No. 2: Section 5 of the Agreement shall be amended by adding the following:

5. COMPENSATION

The basic fee for the services added to Section 2 of the Agreement per this Amendment No. 2 is \$ 10,350.00. It is understood and agreed by both parties that all expenses incidental to Consultant's performance of services, including travel expenses, are included in the basic fee.

Item No. 3: Except as set forth in this Amendment No. 2, all other terms and conditions in the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the parties hereto have caused this Amendment No. 2 to the Agreement to be executed as of the day and year first above written.

* * * * *

CITY OF MADERA

GIERSCH & ASSOCIATES INC.

By: _____
Andrew J. Medellin, Mayor

By: Michael Giersch
Michael Giersch, PE
President, Principal Engineer

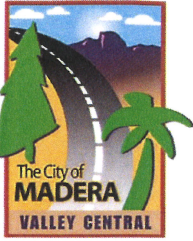
94-2259021
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Interim City Attorney

ATTEST:

By: _____
Interim City Clerk



REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Interim Parks Director

Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: B-10

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING A FACILITY USE AGREEMENT WITH FRESNO COUNTY OFFICE OF EDUCATION FOR USE OF SCOUT ISLAND OUTDOOR EDUCATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION:

Staff recommends City Council (Council) adopt the attached Resolution approving a Facility Use Agreement between the City of Madera and the Fresno County Office of Education (FCOE) for the use of Scout Island Outdoor Education Center. Staff further recommends that Council authorize the Mayor to execute the Agreement on behalf of the City.

SUMMARY:

Over the course of the last two years, staff have had the opportunity to partner with FCOE and the Madera Unified School District to provide program participants nature and science-based field trips to Scout Island. Staff again request Council support this worthwhile program.

DISCUSSION:

Even though natural wonders such as Yosemite and Kings Canyon National Parks are within close proximity to Madera, surprisingly, many of the youth who participate in the Parks and Community Services (PCS) after school and summer recreation programs have little experience beyond their urban environment. PCS has a programmatic offering that provides a day trip into a more natural surrounding away from the confines of the city landscape. Apart from the recreational opportunities, the day trips are designed to promote the practice of life and environmental science which, among others, offers the following benefits:

1. Provides an opportunity for hands-on, interactive learning.
2. Provides a venue beyond the classroom with a direct connection to the learning material.
3. Begins or continues a dialogue about how environmental issues affect the daily lives of ordinary people.

4. Enhances the promotion of healthy lifestyle activities.
5. Helps students make connections between social, ecological, science, economic, cultural, and political issues.

In addition to the benefits listed above, offering life and environmental science programming and excursions has been an integral part of the PCS recreation curriculum for some time. Programming at after school sites, as well as local recreation centers, including Project Wild curriculum. Staff have led field trips in the past and are continuing to have dialogue with the Executive Director of the San Joaquin River Parkway & Conservation Trust, Inc. to further our endeavors. This specific outdoor day trip program has been planned to ignite an enthusiasm among the youth participants for outdoor recreation as well as life and environmental science.

FCOE operates field trips out of their Scout Island Outdoor Education Center on the San Joaquin River. The trips encompass both recreational and educational elements. PCS has requested two days of field trips with the intention of taking after school recreation program participants to canoeing, learning about local bird species and an introduction to bird watching, nature walks, and other river-based activities. FCOE requires Scout Island user groups, including the City, to execute a Facility Use Agreement in order to participate in their program. The Agreement defines insurance requirements, transfer of liability, and terms and charges for use.

FINANCIAL IMPACT:

The FCOE is charging a total of \$1,475.00 for the two-day use of the education center. Specific funding for these excursions has been provided by Madera Unified School District as part of the after-school program agreement between the District and the City. The cost has been anticipated in the Council approved FY 2018/19 Recreation Budget (10206200).

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

Strategy 332: Youth Services: Expand comprehensive services for Madera’s youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.

Strategy 404: Promote increased community wellness.

Strategy 411: Enhance and expand recreational activities available to Maderans.

ALTERNATIVES:

Council may elect to not sign the Facility Use Agreement, which will eliminate the proposed field trips from planned programming.

ATTACHMENTS:

1. Resolution
2. Exhibit A - Facility Use Agreement

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING A FACILITY USE AGREEMENT WITH FRESNO COUNTY OFFICE OF EDUCATION FOR USE OF SCOUT ISLAND OUTDOOR EDUCATION CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, outdoor recreation and life and environmental science have demonstrated benefits for the youth of a community; and

WHEREAS, the City, through the Parks and Community Services Department, offers a program to the youth of Madera that encompasses elements of recreation and education in a natural environment; and

WHEREAS, Fresno County Office of Education (FCOE) operates field trips out of Scout Island Outdoor Education Center on the San Joaquin River that align with the objectives of the recreation and education program provided to Madera's youth; and

WHEREAS, the City's Parks and Community Services Department wishes to provide field trips at the Scout Island facility; and

WHEREAS, FCOE has prepared a Facility Use Agreement that specifies the responsibilities of the FCOE and the City in regard to use of the Scout Island Education Center; and

WHEREAS, the Facility Use Agreement is in the best interest of the City, FCOE, and the youth of Madera.

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

1. The above recitals are true and correct.
2. The Facility Use Agreement with Fresno County Office of Education, a copy of which is on file in the office of the City Clerk and is referred to for more particulars, is hereby approved.
3. The Mayor is authorized to execute the Agreement on behalf of the City.
4. This Resolution is effective immediately upon adoption.



SCOUT ISLAND OUTDOOR EDUCATION CENTER



fresno county superintendent of schools

APPLICATION & AGREEMENT FOR FACILITIES USE

Organization/School: City of Madera Parks & Community Services Department # Attendees: 60 Day 1(D1) and 40 Day 2 (D2)
 Event Date: June 19 and 20, 2019 Start-End Time: D1-8:30am to 2:00 D2-8:30am to 2:00pm
 Contact Person: Jennifer Schneider Contact Phone: (559) 662-4986
 Contact Email: jschneider@cityofmadera.com Contact Cell: (559) 871-1649

EVENT INFORMATION: D1 - Grades K-3 activities: Bird Beaks, Creepy Crawly Critters (Macroinvertebrates), and Nature Walk.
D2 - Grades 4-8 activities: Canoeing, Service Learning, Suitcase for Survival.

SPECIAL INSTRUCTIONS: Your organization will need to submit a Certificate of Liability Insurance that meets the requirements outlined in paragraph 1 (Insurance) of the facility use agreement. Please carpool.

RESERVATION AREA(S): TBD

EVERYONE PARTICIPATING IN CANOEING AND THE SERVICE LEARNING PROJECT MUST HAVE A SIGNED LIABILITY WAIVER.

SCOUT ISLAND FEES

Facility Use: \$ 300.00 Teacher(s): \$ 1,000.00 Canoeing: \$ 175.00 Other: \$ 0.00 Total: \$ 1,475.00

PLEASE BRING A CHECK MADE PAYABLE TO FCSS-SCOUT ISLAND ON THE DAY OF YOUR FIELD TRIP OR SEND A COMPLETED PURCHASE ORDER TO 559-265-4063 OR MSTEWART@FCOE.ORG. IF YOU SEND A COMPLETED PURCHASE ORDER AN INVOICE WILL BE MAILED TO YOUR FINANCE OFFICE.

TRANSPORTATION

Scout Island is accessed by a one lane road. Please drive carefully, observe the 25 mph speed limit and watch out for pedestrians, golf carts, bicycles and children. Parking at Scout Island is limited. Carpooling, van and/or bus usage is requested for all events. Please list the number of vehicles that will be used to transport attendees to the site.

BUSSES: 1 VANS: 0 PRIVATE VEHICLES: 5

OPERATING HOURS AND ACCESS

Operating Hours: Scout Island operates Monday – Friday 8 a.m. – 4:30 p.m. Saturday events are limited and require special permission. Access to Scout Island is controlled by electric gates. Please coordinate your access with Scout Island Staff.

LIABILITY WAIVER

Liability waivers are required for all participants in Service-Learning projects, Canoeing, and the Ropes Course.

Please contact the coordinator for the proper form to be completed prior to your event.

Contact for questions and information:

Matt Stewart
(559) 265-4062 / mstewart@fcoe.org

Reset

**SCOUT ISLAND OUTDOOR EDUCATION CENTER
FACILITY USE AGREEMENT**

Organization/School: City of Madera Parks & Community Services Department
Event Date: June 19 and 20, 2019

Attendees: 60 Day 1(D1) and 40 Day 2 (D2)
Start-End Time: D1-8:30am to 2:00 D2-8:30am to 2:00pm

Terms & Conditions

INSURANCE: (*Please check with Scout Island Staff to determine if an Insurance Certificate is required*). The Organization I agrees to obtain at its sole expense and to provide evidence of liability insurance providing for minimum liability coverage of \$1,000,000 for bodily injury or property damage arising from the use of the facility. Such policy must provide coverage on an occurrence basis. Except as to those organizations exempt from such a requirement, by law, such liability insurance policy or policies shall name the Fresno County Office of Education (FCOE), its officers, agents, and employees, individually and collectively, as **ADDITIONALLY INSURED** with respect to all matters relating to or arising out of this agreement. Such coverage for additional insured shall apply as primary insurance. Any other insurance, or self-insurance, maintained by FCOE, its officers, agents, and employees, individually and collectively, shall be excess only and noncontributing with insurance provided under Organization's policies. Organization's insurance shall not be canceled or changed without a minimum of thirty (30) days advance written notice given to FCOE.

LIABILITY: The Organization will be liable for injuries resulting from the negligence of the Organization during the use of the facilities or grounds and for all other resulting damages or injury except those for which FCOE is held to be specifically liable by a court of competent jurisdiction. To the extent permitted by law, the Organization hereby agrees to indemnify and hold harmless FCOE, its agents and employees, from all claims, actions, demands, liability, responsibility, damages, loss, cost and expense of any nature whatsoever arising from the Organization's use of FCOE's facilities or grounds, including the cost of defending FCOE, its agents and employees, against claims, actions or demands with respect to which the Organization is held to be solely liable. This section excludes any liability for injuries arising or resulting from the sole negligence of FCOE in the ownership and maintenance of the facilities or grounds. FCOE shall only be liable for injuries arising or resulting from the sole negligence of FCOE in the ownership and maintenance of those facilities or grounds used by the Organization. The Organization will also be liable for any destruction of FCOE Property and may be charged an amount equal to all damages and further use of facilities may be denied.

USE CHARGE: FCOE shall grant the use of any FCOE facilities or grounds under its control when an alternative location is not available. Charges not to exceed direct costs shall be invoiced only in those organizations that promote school and youth activities. The foregoing does not apply if such organization is using FCOE facilities for fund-raising activities which are not beneficial to youth of Fresno County. If FCOE authorizes the use of FCOE facilities or grounds by any church or religious organization which has no suitable meeting place for the conduct of the services, FCOE shall charge the church or religious organization an amount not to exceed its direct costs. In the case of entertainments or meeting where admission fees are charged or contributions are solicited and the net receipts are not expended for the welfare of the pupils of Fresno County or for charitable purposes, a charge shall be levied for the use of school facilities or grounds which shall be equal to fair rental value. "Fair rental value" is the direct costs to FCOE plus the amortized costs of the school facilities or grounds used for the duration of the activity authorized.

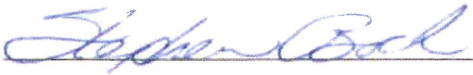
IMPROPER USE: Any use by an individual, society, group, or organization for the commission of any act intended to further any program or movement the purpose of which is to accomplish the overthrow of the government of the United States or of the State by force, violence, or other unlawful means shall not be permitted or suffered.

PROTECTION OF PROPERTY: FCOE property must be protected from damage or mistreatment, and each third party user must be responsible for the condition in which it leaves the FCOE facilities or grounds. In the event FCOE property is damaged or must be cleaned as a result of such use, the cost shall be paid for or reimbursed by the Organization. The Organization agrees to accept fees and other charges as noted above for facility use according to the FCOE Fee Schedule and other costs incurred. Information on fees is available at the FCOE Facilities Department. This Agreement is not effective until approved by Scout Island staff.

FACILITY USE/LEAVE NO TRACE GUIDELINES: Organization/School agrees to abide by the Scout Island Facility Use and Leave No Trace Guidelines.

Date: _____ Applicant's Signature/Title _____

Date: _____ Principal Signature/Phone _____

Date: 4/23/2019 Director, Scout Island Education Center 

Submit Use Application by fax or email with signature(s) no later than two working weeks prior to the event.

Forward To: Matt Stewart
7695 North Van Ness Ave. Fresno, CA 93711 / (559) 265-4062/ Fax (559) 265-4063 / mstewart@fcoe.org



SCOUT ISLAND OUTDOOR EDUCATION CENTER



fresno county superintendent of schools

EVENT FEE QUOTATION

Organization/School: City of Madera Parks & Community Services Department # Attendees: 60 Day 1(D1) and 40 Day 2 (D2)
 Event Date: June 19 and 20, 2019 Start-End Time: D1-8:30am to 2:00 D2-8:30am to 2:00pm
 Contact Person: Jennifer Schneider Contact Phone: (559) 662-4986
 Contact Email: jschneider@cityofmadera.com Contact Cell: (559) 871-1649

EVENT INFORMATION: D1 - Grades K-3 activities: Bird Beaks, Creepy Crawly Critters (Macroinvertebrates), and Nature Walk.
D2 - Grades 4-8 activities: Canoeing, Service Learning, Suitcase for Survival.

SPECIAL INSTRUCTIONS: Your organization will need to submit a Certificate of Liability Insurance that meets the requirements outlined in paragraph 1 (Insurance) of the facility use agreement. Please carpool.

RESERVATION AREA(S): TBD
EVERYONE PARTICIPATING IN CANOEING AND THE SERVICE LEARNING PROJECT MUST HAVE A SIGNED LIABILITY WAIVER.

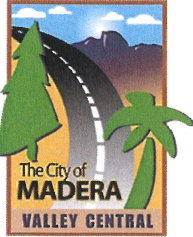
SCOUT ISLAND FEES

Facility Use: \$ 300.00 Teacher(s): \$ 1,000.00 Canoeing: \$ 175.00 Other: \$ 0.00 Total: \$ 1,475.00

PLEASE BRING A CHECK MADE PAYABLE TO FCSS-SCOUT ISLAND ON THE DAY OF YOUR FIELD TRIP OR SEND A COMPLETED PURCHASE ORDER TO 559-265-4063 OR MSTEWART@FCOE.ORG. IF YOU SEND A COMPLETED PURCHASE ORDER AN INVOICE WILL BE MAILED TO YOUR FINANCE OFFICE.

Contact for questions and information:

Matt Stewart
 (559) 265-4062 / mstewart@fcoe.org

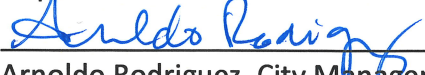


REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: C-1 _____

SUBJECT: Consideration of a Resolution Approving a Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcels 14 and 15 Within the Freedom Industrial Park with TranPak, Inc., Authorizing the Mayor to Execute the Agreement, Authorizing the City Clerk to Acknowledge and Notarize the Grant Deeds and Authorize the City Manager to Take All Actions and Execute Documents Necessary Pursuant to the Escrow Instructions Included in the Agreement

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the sale of two City of Madera owned parcels within the Freedom Industrial Park. A Formal Appraisal was prepared to establish the Fair Market Value of the parcels. The buyer, TranPak, Inc. has accepted the established value amount of \$546,111.72 for the acquisition of the two parcels.

SUMMARY:

The City currently owns four parcels of real estate within the Freedom Industrial Park that are for sale to buyers intending to build employment-generating projects. The City Council previously authorized staff to work with potential buyers on developing Public Private Partnerships (P3) to kick start construction on its Freedom Industrial lots. TranPak, Inc. has proposed to purchase Parcels 14 and 15 within the Freedom Industrial Park for the purpose of constructing an industrial building. An agreement addressing this sale has been prepared for consideration by the Council. The Buyer has accepted the fair market value, as determined by a formal appraisal, in the total amount of \$546,111.72 for the purchase of the two parcels.

DISCUSSION:

TranPak, Inc. is proposing to purchase Parcels 14 and 15 within the Freedom Industrial park to construct an industrial building. Based on a formal appraisal, the fair market value of Parcels 14 and 15 is \$546,111.72. Key features of the proposed agreement are as follows:

- The purchase price will be the appraised value of \$546,111.72.
- The Close of Escrow shall be the earlier of one hundred eighty (180) days following the Date of Agreement, or seventy-two (72) hours after the issuance of building permits by the City of Madera to the Buyer for construction of its building, but not less than sixty (60) days after the Date of Agreement.
- Title will transfer to TranPak, Inc. upon City's issuance of a building permit.
- Escrow will be cancelled if a building permit for a building is not issued by City within 180 days following the date of the Agreement.

The terms of the Agreement specify that the buyer will pay fair market value for the property. The terms have been reviewed and approved by City Staff and the City Attorney, the buyer, and the real estate broker working with both parties.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

This project supports the realization of vision statements for "Good Jobs and Economic Opportunity", in which Madera is envisioned with a strong and diverse economy, supporting the local tax base and essential community services that provide living wage opportunities for all its community members.

FISCAL IMPACT:

The fair market value determined by a professional appraisal established the proposed purchase price for the two parcels as \$546,111.72. Unless otherwise directed, this amount, when received, will be reinvested into the City's economic/industrial development fund designation.

ALTERNATIVES:

Do not approve the Agreement in which case the sale will not occur.

ATTACHMENTS:

1. Council Resolution

2. Standard Offer, Agreement and Escrow Instructions
3. Location Map

RESOLUTION NO. 19-

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE FOR PARCELS 14 AND 15 WITHIN THE FREEDOM INDUSTRIAL PARK WITH TRANPAK, INC., A CALIFORNIA CORPORATION

WHEREAS, the City currently owns four parcels within the Freedom Industrial Park that are for sale to buyers intending to build industrial buildings capable of housing employment-generating businesses; and

WHEREAS, the City Council previously authorized staff to work with potential buyers of City-owned lots within the Freedom Industrial Park on developing public private partnerships to kick start construction on its lots; and

WHEREAS, TranPak, Inc. has proposed to purchase Parcels 14 and 15 within the Freedom Industrial Park for the purpose of constructing a building at the appraised fair market value amount of \$546,111.72; and

WHEREAS, the City caused an appraisal to be completed by a licensed appraiser to establish the fair market value of Parcels 14 and 15; and

WHEREAS, the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcels 14 and 15 within the Freedom Industrial Park ("Agreement ") has been prepared for the sale of the parcels to TranPak, Inc. at the appraised fair market value; and

WHEREAS, the close of escrow shall be the earlier of one hundred eighty (180) days following the Date of Agreement, or seventy-two (72) hours after the issuance of building permits by the City of Madera to the Buyer for construction of its building, but not less than sixty (60) days after the Date of Agreement; and

WHEREAS, the City and Buyers have agreed upon the terms of the Agreement; and

WHEREAS, the Agreement recommended for approval is on file in the office of the City Clerk.

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

1. The above recitals are true and correct.
2. The City Council of the City of Madera approves the Standard Offer, Agreement and Escrow Instructions for Purchase of Real Estate for Parcels 14 and 15 within the Freedom Industrial Park ("the Agreement") for the sales price of \$546,111.72, a copy of which is on file in the Office of the City Clerk and referred to for particulars.
3. The Mayor is authorized to execute the Agreement.
4. The City Manager is authorized to take all actions and execute documents as necessary pursuant to the Escrow Instructions included in the Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *



STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE

(Vacant Land)

Dated: April 23, 2019

1. Buyer.

1.1 TranPak, Inc., a California corporation, ("Buyer") hereby offers to purchase the real property, hereinafter described, from the owner thereof ("Seller") (collectively, the "Parties" or individually, a "Party"), through an escrow ("Escrow") to close 30 or See attached Addendum, Paragraph 26.1 days after the waiver or expiration of the Buyer's Contingencies, ("Expected Closing Date") Escrow to be held by Chicago Title Company, Suzanne Ford ("Escrow Holder") whose address is 7330 N. Palm Avenue, Suite 100, Fresno, CA 93711 - Email: fordsu@ctt.com, Phone No. 559-451-3732, Facsimile No. 559-431-8936 upon the terms and conditions set forth in this agreement ("Agreement"). Buyer shall have the right to assign Buyer's rights hereunder, but any such assignment shall not relieve Buyer of Buyer's obligations herein unless Seller expressly releases Buyer.

1.2 The term "Date of Agreement" as used herein shall be the date when by execution and delivery (as defined in paragraph 20.2) of this document or a subsequent counteroffer thereto, Buyer and Seller have reached agreement in writing whereby Seller agrees to sell, and Buyer agrees to purchase, the Property upon terms accepted by both Parties.

2. Property.

2.1 The real property ("Property") that is the subject of this offer consists of (insert a brief physical description) ±5.97 acres of vacant land on Assessor's Parcel Numbers 009-331-010 also known as lot 15 on the attached Exhibit A (±3.05 acres) and 009-331-011 also known as lot 14 on the attached Exhibit A (±2.92 acres) in the Freedom Industrial Park (see Exhibit A) is located in the County of Madera, is commonly known as (street address, city, state, zip) No street address assigned and is legally described as: PARCELS 11, 12, 13, 14, 15 and 16 of SUBDIVISION MAP NO. 2014-S-01, CITY OF MADERA, STATE OF CALIFORNIA RECORDED ON SEPTEMBER 10, 2014 AS DOCUMENT NO. 2014019994, MADERA COUNTY RECORDS. (APNS: 009-331-010 and 009-331-011.)

2.2 If the legal description of the Property is not complete or is inaccurate, this Agreement shall not be invalid and the legal description shall be completed or corrected to meet the requirements of the Buyer and Chicago Title Company ("Title Company"), which shall issue the title policy hereinafter described.

2.3 The Property includes, at no additional cost to Buyer, the permanent improvements thereon, including those items which pursuant to applicable law are a part of the property, as well as the following items, if any, owned by Seller and at present located on the Property: None (collectively, the "Improvements").

2.4 Except as provided in Paragraph 2.3, the Purchase Price does not include Seller's personal property, furniture and furnishings, and None all of which shall be removed by Seller prior to Closing.

3. Purchase Price.

3.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be \$546,111.72, or (complete only if purchase price will be determined based on a per unit cost instead of a fixed price) -per unit. The unit used to determine the Purchase Price shall be: lot acre square foot other prorating areas of less than a full unit. The number of units shall be based on a calculation of total area of the Property as certified to the Parties by a licensed surveyor in accordance with paragraph 9.1(g). However, the following rights of way and other areas will be excluded from such calculation: The Purchase Price shall be payable as follows:

(Strike any not applicable)

(a) Cash down payment, including the Deposit as defined in paragraph 4.3 (or if an all cash transaction, the Purchase Price):

\$546,111.72

(b) Amount of "New Loan" as defined in paragraph 5.1, if any:

(c) Buyer shall take title to the Property subject to and/or assume the following existing deed(s) of trust ("Existing Deed(s) of Trust") securing the existing promissory note(s) ("Existing Note(s)");

(i) An Existing Note ("First Note") with an unpaid principal balance as of the Closing of approximately:

Said First Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(ii) An Existing Note ("Second Note") with an unpaid principal balance as of the Closing of approximately:

Said Second Note is payable at per month, including interest at the rate of % per annum until paid (and/or the entire unpaid balance is due on).

(d) Buyer shall give Seller a deed of trust ("Purchase Money Deed of Trust") on the property to secure the promissory note of Buyer to Seller described in paragraph 6 ("Purchase Money Note") in the amount of:

3.2 If Buyer is taking title to the Property subject to, or assuming, an Existing Deed of Trust and such deed of trust permits the beneficiary to demand payment of fees including, but not limited to, points, processing fees, and appraisal fees as a condition to the transfer of the Property, Buyer agrees to pay such fees up to a maximum of 1.5% of the unpaid principal balance of the applicable Existing Note.

4. Deposits.

4.1 Buyer has delivered to Broker a check in the sum of, payable to Escrow Holder, to be delivered by Broker to Escrow Holder within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder, or Within 2 or business days after both Parties have executed this Agreement and the executed Agreement has been delivered to Escrow Holder Buyer shall deliver to Escrow Holder a check in the sum of \$25,000.00. If said check is not received by Escrow Holder within said time period then Seller may elect to unilaterally terminate this transaction by giving written notice of such election to

Escrow Holder whereupon neither Party shall have any further liability to the other under this Agreement. Should Buyer and Seller not enter into an agreement for purchase and sale, Buyer's check or funds shall, upon request by Buyer, be promptly returned to Buyer.

4.2 Additional deposits:

~~(a) Within 5 business days after the Date of Agreement, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(b) Within 5 business days after the contingencies discussed in paragraph 9.1 (a) through (m) are approved or waived, Buyer shall deposit with Escrow Holder the additional sum of _____ to be applied to the Purchase Price at the Closing.~~

~~(c) If an Additional Deposit is not received by Escrow Holder within the time period provided then Seller may notify Buyer, Escrow Holder, and Brokers, in writing that, unless the Additional Deposit is received by Escrow Holder within 2 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.~~

4.3 Escrow Holder shall deposit the funds deposited with it by Buyer pursuant to paragraphs 4.1 and 4.2 (collectively the "Deposit"), in a State or Federally chartered bank in an interest bearing account whose term is appropriate and consistent with the timing requirements of this transaction. The interest therefrom shall accrue to the benefit of Buyer, who hereby acknowledges that there may be penalties or interest forfeitures if the applicable instrument is redeemed prior to its specified maturity. Buyer's Federal Tax Identification Number is _____

NOTE: Such interest bearing account cannot be opened until Buyer's Federal Tax Identification Number is provided.

4.4 Notwithstanding the foregoing, within 5 days after Escrow Holder receives the monies described in paragraph 4.1 above, Escrow Holder shall release \$100 of said monies to Seller as and for independent consideration for Seller's execution of this Agreement and the granting of the contingency period to Buyer as herein provided. Such independent consideration is non-refundable to Buyer but shall be credited to the Purchase Price in the event that the purchase of the Property is completed.

4.5 Upon waiver of all of Buyer's contingencies the Deposit shall become non-refundable but applicable to the Purchase Price except in the event of a Seller breach, or in the event that the Escrow is terminated pursuant to the provisions of Paragraph 9.1(n) (Destruction, Damage or Loss) or 9.1(o) (Material Change).

5. Financing Contingency. (Strike if not applicable)

~~5.1 This offer is contingent upon Buyer obtaining from an insurance company, financial institution or other lender, a commitment to lend to Buyer a sum equal to at least _____ % of the Purchase Price, on terms reasonably acceptable to Buyer. Such loan ("New Loan") shall be secured by a first deed of trust or mortgage on the Property. If this Agreement provides for Seller to carry back junior financing, then Seller shall have the right to approve the terms of the New Loan. Seller shall have 7 days from receipt of the commitment setting forth the proposed terms of the New Loan to approve or disapprove of such proposed terms. If Seller fails to notify Escrow Holder, in writing, of the disapproval within said 7 days it shall be conclusively presumed that Seller has approved the terms of the New Loan.~~

~~5.2 Buyer hereby agrees to diligently pursue obtaining the New Loan. If Buyer shall fail to notify its Broker, Escrow Holder and Seller, in writing within _____ days following the Date of Agreement, that the New Loan has not been obtained, it shall be conclusively presumed that Buyer has either obtained said New Loan or has waived this New Loan contingency.~~

~~5.3 If, after due diligence, Buyer shall notify its Broker, Escrow Holder and Seller, in writing, within the time specified in paragraph 5.2 hereof, that Buyer has not obtained said New Loan, this Agreement shall be terminated, and Buyer shall be entitled to the prompt return of the Deposit, plus any interest earned thereon, less only Escrow Holder and Title Company cancellation fees and costs, which Buyer shall pay.~~

6. Seller Financing. (Purchase Money Note). (Strike if not applicable)

~~6.1 If Seller approves Buyer's financials (see paragraph 6.5) the Purchase Money Note shall provide for interest on unpaid principal at the rate of _____ % per annum, with principal and interest paid as follows: _____. The Purchase Money Note and Purchase Money Deed of Trust shall be on the current forms commonly used by Escrow Holder, and be junior and subordinate only to the Existing Note(s) and/or the New Loan expressly called for by this Agreement.~~

~~6.2 The Purchase Money Note and/or the Purchase Money Deed of Trust shall contain provisions regarding the following (see also paragraph 10.3 (b)):~~

~~(a) Prepayment. Principal may be prepaid in whole or in part at any time without penalty, at the option of the Buyer.~~

~~(b) Late Charge. A late charge of 6% shall be payable with respect to any payment of principal, interest, or other charges, not made within 10 days after it is due.~~

~~(c) Due On Sale. In the event the Buyer sells or transfers title to the Property or any portion thereof, then the Seller may, at Seller's option, require the entire unpaid balance of said Note to be paid in full.~~

~~6.3 If the Purchase Money Deed of Trust is to be subordinate to other financing, Escrow Holder shall, at Buyer's expense prepare and record on Seller's behalf a request for notice of default and/or sale with regard to each mortgage or deed of trust to which it will be subordinate.~~

~~6.4 WARNING: CALIFORNIA LAW DOES NOT ALLOW DEFICIENCY JUDGEMENTS ON SELLER FINANCING. IF BUYER ULTIMATELY DEFAULTS ON THE LOAN, SELLER'S SOLE REMEDY IS TO FORECLOSE ON THE PROPERTY.~~

~~6.5 Seller's obligation to provide financing is contingent upon Seller's reasonable approval of Buyer's financial condition. Buyer to provide a current financial statement and copies of its Federal tax returns for the last 3 years to Seller within 10 days following the Date of Agreement. Seller has 10 days following receipt of such documentation to satisfy itself with regard to Buyer's financial condition and to notify Escrow Holder as to whether or not Buyer's financial condition is acceptable. If Seller fails to notify Escrow Holder, in writing, of the disapproval of this contingency within said time period, it shall be conclusively presumed that Seller has approved Buyer's financial condition. If Seller is not satisfied with Buyer's financial condition or if Buyer fails to deliver the required documentation then Seller may notify Escrow Holder in writing that Seller Financing will not be available, and Buyer shall have the option, within 10 days of the receipt of such notice, to either terminate this transaction or to purchase the Property without Seller financing. If Buyer fails to notify Escrow Holder within said time period of its election to terminate this transaction then Buyer shall be conclusively presumed to have elected to purchase the Property without Seller financing. If Buyer elects to terminate, Buyer's Deposit shall be refunded less Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation.~~

7. Real Estate Brokers.

7.1 The following real estate broker(s) ("Brokers") and brokerage relationships exist in this transaction and are consented to by the Parties (check the applicable boxes):

_____ represents Seller exclusively ("Seller's Broker");

_____ represents Buyer exclusively ("Buyer's Broker"); or

Newmark Pearson Commercial, A Division of Pearson Realty represents both Seller and Buyer ("Dual Agency").

The Parties acknowledge that other than the Brokers listed above, there are no other brokers representing the Parties or due any fees and/or commissions under this Agreement. See paragraph 24 regarding the nature of a real estate agency relationship. Buyer shall use the services of Buyer's Broker exclusively in connection with any and all negotiations and offers with respect to the Property for a period of 1 year from the date inserted for reference purposes at the top of page 1.

7.2 Buyer and Seller each represent and warrant to the other that he/she/it has had no dealings with any person, firm, broker or finder in connection with the negotiation of this Agreement and/or the consummation of the purchase and sale contemplated herein, other than the Brokers named in paragraph 7.1, and no broker or other person, firm or entity, other than said Brokers is/are entitled to any commission or finder's fee in connection with this transaction as the result of any dealings or acts of such Party. Buyer and Seller do each hereby agree to indemnify, defend, protect and hold the other harmless from and against any costs, expenses or liability for compensation, commission or charges which may be

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claimed by any broker, finder or other similar party, other than said named Brokers by reason of any dealings or act of the indemnifying Party.

8. Escrow and Closing.

8.1 Upon acceptance hereof by Seller, this Agreement, including any counteroffers incorporated herein by the Parties, shall constitute not only the agreement of purchase and sale between Buyer and Seller, but also instructions to Escrow Holder for the consummation of the Agreement through the Escrow. Escrow Holder shall not prepare any further escrow instructions restating or amending the Agreement unless specifically so instructed by the Parties or a Broker herein. Subject to the reasonable approval of the Parties, Escrow Holder may, however, include its standard general escrow provisions. In the event that there is any conflict between the provisions of the Agreement and the provisions of any additional escrow instructions the provisions of the Agreement shall prevail as to the Parties and the Escrow Holder.

8.2 As soon as practical after the receipt of this Agreement and any relevant counteroffers, Escrow Holder shall ascertain the Date of Agreement as defined in paragraphs 1.2 and 20.2 and advise the Parties and Brokers, in writing, of the date ascertained.

8.3 Escrow Holder is hereby authorized and instructed to conduct the Escrow in accordance with this Agreement, applicable law and custom and practice of the community in which Escrow Holder is located, including any reporting requirements of the Internal Revenue Code. In the event of a conflict between the law of the state where the Property is located and the law of the state where the Escrow Holder is located, the law of the state where the Property is located shall prevail.

8.4 Subject to satisfaction of the contingencies herein described, Escrow Holder shall close this escrow (the "Closing") by recording a general warranty deed (a grant deed in California) and the other documents required to be recorded, and by disbursing the funds and documents in accordance with this Agreement.

8.5 Buyer and Seller shall each pay one-half of the Escrow Holder's charges and Seller shall pay the usual recording fees and any required documentary transfer taxes. Seller shall pay the premium for a standard coverage owner's or joint protection policy of title insurance. (See also paragraph 11)

8.6 Escrow Holder shall verify that all of Buyer's contingencies have been satisfied or waived prior to Closing. The matters contained in paragraphs 9.1 subparagraphs (b), (c), (d), (e), (g), (i), (n), and (o), 9.4, 12, 13, 14, 16, 18, 20, 21, 22, and 24 are, however, matters of agreement between the Parties only and are not instructions to Escrow Holder.

8.7 If this transaction is terminated for non-satisfaction and non-waiver of a Buyer's Contingency, as defined in paragraph 9.2, then neither of the Parties shall thereafter have any liability to the other under this Agreement, except to the extent of a breach of any affirmative covenant or warranty in this Agreement. In the event of such termination, Buyer shall, subject to the provisions of paragraph 8.10, be promptly refunded all funds deposited by Buyer with Escrow Holder, less only the \$100 provided for in paragraph 4.4 and the Title Company and Escrow Holder cancellation fees and costs, all of which shall be Buyer's obligation. If this transaction is terminated as a result of Seller's breach of this Agreement then Seller shall pay the Title Company and Escrow Holder cancellation fees and costs.

8.8 The Closing shall occur on the Expected Closing Date, or as soon thereafter as the Escrow is in condition for Closing; provided, however, that if the Closing does not occur by the Expected Closing Date and said Date is not extended by mutual instructions of the Parties, a Party not then in default under this Agreement may notify the other Party, Escrow Holder, and Brokers, in writing that, unless the Closing occurs within 5 business days following said notice, the Escrow shall be deemed terminated without further notice or instructions.

8.9 Except as otherwise provided herein, the termination of Escrow shall not relieve or release either Party from any obligation to pay Escrow Holder's fees and costs or constitute a waiver, release or discharge of any breach or default that has occurred in the performance of the obligations, agreements, covenants or warranties contained therein.

8.10 If this sale of the Property is not consummated for any reason other than Seller's breach or default, then at Seller's request, and as a condition to any obligation to return Buyer's deposit (see paragraph 21), Buyer shall within 5 days after written request deliver to Seller, at no charge, copies of all surveys, engineering studies, soil reports, maps, master plans, feasibility studies and other similar items prepared by or for Buyer that pertain to the Property. Provided, however, that Buyer shall not be required to deliver any such report if the written contract which Buyer entered into with the consultant who prepared such report specifically forbids the dissemination of the report to others.

9. Contingencies to Closing.

9.1 The Closing of this transaction is contingent upon the satisfaction or waiver of the following contingencies. **IF BUYER FAILS TO NOTIFY ESCROW HOLDER, IN WRITING, OF THE DISAPPROVAL OF ANY OF SAID CONTINGENCIES WITHIN THE TIME SPECIFIED THEREIN, IT SHALL BE CONCLUSIVELY PRESUMED THAT BUYER HAS APPROVED SUCH ITEM, MATTER OR DOCUMENT.** Buyer's conditional approval shall constitute disapproval, unless provision is made by the Seller within the time specified therefore by the Buyer in such conditional approval or by this Agreement, whichever is later, for the satisfaction of the condition imposed by the Buyer. Escrow Holder shall promptly provide all Parties with copies of any written disapproval or conditional approval which it receives. With regard to subparagraphs (a) through (m) the pre-printed time periods shall control unless a different number of days is inserted in the spaces provided.

(a) **Disclosure.** Seller shall make to Buyer, through Escrow, all of the applicable disclosures required by law (See AIR CRE ("AIR") standard form entitled "Seller's Mandatory Disclosure Statement") and provide Buyer with a completed Property Information Sheet ("**Property Information Sheet**") concerning the Property, duly executed by or on behalf of Seller in the current form or equivalent to that published by the AIR within ~~10 or~~ 60 days following the Date of Agreement. Buyer has ~~30 or~~ 60 days from the **Date of Agreement** ~~receipt of said disclosures~~ to approve or disapprove the matters disclosed.

(b) **Physical Inspection.** Buyer has ~~10 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the physical aspects and size of the Property.

(c) **Hazardous Substance Conditions Report.** Buyer has ~~30 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the environmental aspects of the Property. Seller recommends that Buyer obtain a Hazardous Substance Conditions Report concerning the Property and relevant adjoining properties. Any such report shall be paid for by Buyer. A "**Hazardous Substance**" for purposes of this Agreement is defined as any substance whose nature and/or quantity of existence, use, manufacture, disposal or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare. A "**Hazardous Substance Condition**" for purposes of this Agreement is defined as the existence on, under or relevantly adjacent to the Property of a Hazardous Substance that would require remediation and/or removal under applicable Federal, state or local law.

(d) **Soil Inspection.** Buyer has ~~30 or~~ 60 days following ~~the receipt of the Property Information Sheet or~~ the Date of Agreement, ~~whichever is later,~~ to satisfy itself with regard to the condition of the soils on the Property. Seller recommends that Buyer obtain a soil test report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any soils report that Seller may have within 10 days following the Date of Agreement.

(e) **Governmental Approvals.** Buyer has ~~30 or~~ 180 days following the Date of Agreement to satisfy itself with regard to approvals and permits from governmental agencies or departments which have or may have jurisdiction over the Property and which Buyer deems necessary or desirable in connection with its intended use of the Property, including, but not limited to, permits and approvals required with respect to zoning, planning, building and safety, fire, police, handicapped and Americans with Disabilities Act requirements, transportation and environmental matters.

NOTE: Past uses of the Property may no longer be allowed. In the event that the Property must be rezoned, it is Buyer's responsibility to obtain the rezoning from the appropriate government agencies. Seller shall sign all documents Buyer is required to file in connection with rezoning, conditional use permits and/or other development approvals.

(f) **Conditions of Title.** Escrow Holder shall cause a current commitment for title insurance ("**Title Commitment**") concerning the Property issued by the Title Company, as well as legible copies of all documents referred to in the Title Commitment ("**Underlying Documents**"), and a scaled and dimensioned plot showing the location of any easements to be delivered to Buyer within ~~10 or~~ 60 days following the Date of Agreement. Buyer has ~~10 or~~ 60 days from the **Date of Agreement** ~~receipt of the Title Commitment, the Underlying Documents and the~~

plot plan to satisfy itself with regard to the condition of title. The disapproval by Buyer of any monetary encumbrance, which by the terms of this Agreement is not to remain against the Property after the Closing, shall not be considered a failure of this contingency, as Seller shall have the obligation, at Seller's expense, to satisfy and remove such disapproved monetary encumbrance at or before the Closing.

(g) ~~Survey. Buyer has 30 or 60~~ days following the ~~Date of Agreement receipt of the Title Commitment and Underlying Documents~~ to satisfy itself with regard to any ALTA title supplement based upon a survey prepared to American Land Title Association ("ALTA") standards for an owner's policy by a licensed surveyor, showing the legal description and boundary lines of the Property, any easements of record, and any improvements, poles, structures and things located within 10 feet of either side of the Property boundary lines. Any such survey shall be prepared at Buyer's direction and expense. If Buyer has obtained a survey and approved the ALTA title supplement, Buyer may elect within the period allowed for Buyer's approval of a survey to have an ALTA extended coverage owner's form of title policy, in which event Buyer shall pay any additional premium attributable thereto.

(h) ~~Existing Leases and Tenancy Statements. Seller warrants no existing Leases encumber the Property shall within 10 or~~ ~~days following the Date of Agreement provide both Buyer and Escrow Holder with legible copies of all leases, subleases or rental arrangements (collectively, "Existing Leases") affecting the Property, and with a tenancy statement ("Estoppel Certificate") in the latest form or equivalent to that published by the AIR, executed by Seller and/or each tenant and subtenant of the Property. Seller shall use its best efforts to have each tenant complete and execute an Estoppel Certificate. If any tenant fails or refuses to provide an Estoppel Certificate then Seller shall complete and execute an Estoppel Certificate for that tenancy. Buyer has 10 days from the receipt of said Existing Leases and Estoppel Certificates to satisfy itself with regard to the Existing Leases and any other tenancy issues.~~

(i) ~~Owner's Association. Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with a statement and transfer package from any owner's association servicing the Property. Such transfer package shall at a minimum include: copies of the association's bylaws, articles of incorporation, current budget and financial statement. Buyer has 10 60 days from the Date of Agreement receipt of such documents to satisfy itself with regard to the association.~~

(j) ~~Other Agreements. Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with legible copies of all other agreements ("Other Agreements") known to Seller that will affect the Property after Closing. Buyer has 10 60 days from the Date of Agreement receipt of said Other Agreements to satisfy itself with regard to such Agreements.~~

(k) ~~Financing. If paragraph 5 hereof dealing with a financing contingency has not been stricken, the satisfaction or waiver of such New Loan contingency.~~

(l) ~~Existing Notes. If paragraph 3.1(c) has not been stricken, Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with legible copies of the Existing Notes, Existing Deeds of Trust and related agreements (collectively, "Loan Documents") to which the Property will remain subject after the Closing. Escrow Holder shall promptly request from the holders of the Existing Notes a beneficiary statement ("Beneficiary Statement") confirming: (1) the amount of the unpaid principal balance, the current interest rate, and the date to which interest is paid, and (2) the nature and amount of any impositions held by the beneficiary in connection with such loan. Buyer has 10 or~~ ~~days following the receipt of the Loan Documents and Beneficiary Statements to satisfy itself with regard to such financing. Buyer's obligation to close is conditioned upon Buyer being able to purchase the Property without acceleration or change in the terms of any Existing Notes or charges to Buyer except as otherwise provided in this Agreement or approved by Buyer, provided, however, Buyer shall pay the transfer fee referred to in paragraph 3.7 hereof. Likewise if Seller is to carry back a Purchase Money Note then Seller shall within 10 or~~ ~~days following the Date of Agreement provide Buyer with a copy of the proposed Purchase Money Note and Purchase Money Deed of Trust. Buyer has 10 or~~ ~~days from the receipt of such documents to satisfy itself with regard to the form and content thereof.~~

(m) ~~Personal Property. In the event that any personal property is included in the Purchase Price, Buyer has 10 or~~ ~~60~~ days following the Date of Agreement to satisfy itself with regard to the title condition of such personal property. Seller recommends that Buyer obtain a UCC-1 report. Any such report shall be paid for by Buyer. Seller shall provide Buyer copies of any liens or encumbrances affecting such personal property that it is aware of within 10 or ~~days following the Date of Agreement.~~

(n) ~~Destruction, Damage or Loss. Subsequent to the Date of Agreement and prior to Closing there shall not have occurred a destruction of, or damage or loss to, the Property or any portion thereof, from any cause whatsoever, which would cost more than \$10,000.00 to repair or cure. If the cost of repair or cure is \$10,000.00 or less, Seller shall repair or cure the loss prior to the Closing. Buyer shall have the option, within 10 days after receipt of written notice of a loss costing more than \$10,000.00 to repair or cure, to either terminate this Agreement or to purchase the Property notwithstanding such loss, but without deduction or offset against the Purchase Price. If the cost to repair or cure is more than \$10,000.00, and Buyer does not elect to terminate this Agreement, Buyer shall be entitled to any insurance proceeds applicable to such loss. Unless otherwise notified in writing, Escrow Holder shall assume no such destruction, damage or loss has occurred prior to Closing.~~

(o) ~~Material Change. Buyer shall have 10 days following receipt of written notice of a Material Change within which to satisfy itself with regard to such change. "Material Change" shall mean a substantial adverse change in the use, occupancy, tenants, title, or condition of the Property that occurs after the date of this offer and prior to the Closing. Unless otherwise notified in writing, Escrow Holder shall assume that no Material Change has occurred prior to the Closing.~~

(p) ~~Seller Performance. The delivery of all documents and the due performance by Seller of each and every undertaking and agreement to be performed by Seller under this Agreement.~~

(q) ~~Brokerage Fee. Payment at the Closing of such brokerage fee as is specified in this Agreement or later written instructions to Escrow Holder executed by Seller and Brokers ("Brokerage Fee"). It is agreed by the Parties and Escrow Holder that Brokers are a third party beneficiary of this Agreement insofar as the Brokerage Fee is concerned, and that no change shall be made with respect to the payment of the Brokerage Fee specified in this Agreement, without the written consent of Brokers.~~

9.2 All of the contingencies specified in subparagraphs (a) through (m) of paragraph 9.1 are for the benefit of, and may be waived by, Buyer, and may be elsewhere herein referred to as "Buyer's Contingencies."

9.3 If any of Buyer's Contingencies or any other matter subject to Buyer's approval is disapproved as provided for herein in a timely manner ("Disapproved Item"), Seller shall have the right within 10 days following the receipt of notice of Buyer's disapproval to elect to cure such Disapproved Item prior to the Expected Closing Date ("Seller's Election"). Seller's failure to give to Buyer within such period, written notice of Seller's commitment to cure such Disapproved Item on or before the Expected Closing Date shall be conclusively presumed to be Seller's Election not to cure such Disapproved Item. If Seller elects, either by written notice or failure to give written notice, not to cure a Disapproved Item, Buyer shall have the right, within 10 days after Seller's Election to either accept title to the Property subject to such Disapproved Item, or to terminate this Agreement. Buyer's failure to notify Seller in writing of Buyer's election to accept title to the Property subject to the Disapproved Item without deduction or offset shall constitute Buyer's election to terminate this Agreement. The above time periods only apply once for each Disapproved Item. Unless expressly provided otherwise herein, Seller's right to cure shall not apply to the remediation of Hazardous Substance Conditions or to the Financing Contingency. Unless the Parties mutually instruct otherwise, if the time periods for the satisfaction of contingencies or for Seller's and Buyer's elections would expire on a date after the Expected Closing Date, the Expected Closing Date shall be deemed extended for 3 business days following the expiration of: (a) the applicable contingency period(s), (b) the period within which the Seller may elect to cure the Disapproved Item, or (c) if Seller elects not to cure, the period within which Buyer may elect to proceed with this transaction, whichever is later.

9.4 The Parties acknowledge that extensive local, state and Federal legislation establish broad liability upon owners and/or users of real property for the investigation and remediation of Hazardous Substances. The determination of the existence of a Hazardous Substance Condition and the evaluation of the impact of such a condition are highly technical and beyond the expertise of Brokers. The Parties acknowledge that they have been advised by Brokers to consult their own technical and legal experts with respect to the possible presence of Hazardous Substances on the Property or adjoining properties, and Buyer and Seller are not relying upon any investigation by or statement of Brokers with respect thereto. The Parties hereby assume all responsibility for the impact of such Hazardous Substances upon their respective interests herein.

10. Documents Required at or Before Closing.

10.1 Five days prior to the Closing date Escrow Holder shall obtain an updated Title Commitment concerning the Property from the Title Company and provide copies thereof to each of the Parties.

10.2 Seller shall deliver to Escrow Holder in time for delivery to Buyer at the Closing:

- (a) Grant ~~or general warranty~~ deed, duly executed and in recordable form, conveying fee title to the Property to Buyer.
- (b) ~~If applicable, the Beneficiary Statements concerning Existing Note(s).~~
- (c) ~~If applicable, the Existing Leases and Other Agreements together with duly executed assignments thereof by Seller and Buyer. The assignment of Existing Leases shall be on the most recent Assignment and Assumption of Lessor's Interest in Lease form published by the AIR or its equivalent.~~
- (d) ~~If applicable, Estoppel Certificates executed by Seller and/or the tenant(s) of the Property.~~
- (e) An affidavit executed by Seller to the effect that Seller is not a "foreign person" within the meaning of Internal Revenue Code Section 1445 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Internal Revenue Service such sum as is required by applicable Federal law with respect to purchases from foreign sellers.
- (f) If the Property is located in California, an affidavit executed by Seller to the effect that Seller is not a "nonresident" within the meaning of California Revenue and Tax Code Section 18662 or successor statutes. If Seller does not provide such affidavit in form reasonably satisfactory to Buyer at least 3 business days prior to the Closing, Escrow Holder shall at the Closing deduct from Seller's proceeds and remit to the Franchise Tax Board such sum as is required by such statute.
- (g) If applicable, a bill of sale, duly executed, conveying title to any included personal property to Buyer.
- (h) If the Seller is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the sale of the Property.

10.3 Buyer shall deliver to Seller through Escrow:

- (a) The cash portion of the Purchase Price and such additional sums as are required of Buyer under this Agreement shall be deposited by Buyer with Escrow Holder, by federal funds wire transfer, or any other method acceptable to Escrow Holder in immediately collectable funds, no later than 2:00 P.M. on the business day prior to the Expected Closing Date provided, however, that Buyer shall not be required to deposit such monies into Escrow if at the time set for the deposit of such monies Seller is in default or has indicated that it will not perform any of its obligations hereunder. Instead, in such circumstances in order to reserve its rights to proceed Buyer need only provide Escrow with evidence establishing that the required monies were available.
- (b) ~~If a Purchase Money Note and Purchase Money Deed of Trust are called for by this Agreement, the duly executed originals of those documents, the Purchase Money Deed of Trust being in recordable form, together with evidence of fire insurance on the improvements in the amount of the full replacement cost naming Seller as a mortgage loss payee, and a real estate tax service contract (at Buyer's expense), assuring Seller of notice of the status of payment of real property taxes during the life of the Purchase Money Note.~~
- (c) ~~The Assignment and Assumption of Lessor's Interest in Lease form specified in paragraph 10.7(c) above, duly executed by Buyer.~~
- (d) Assumptions duly executed by Buyer of the obligations of Seller that accrue after Closing under any Other Agreements.
- (e) ~~If applicable, a written assumption duly executed by Buyer of the loan documents with respect to Existing Notes.~~
- (f) If the Buyer is a corporation, a duly executed corporate resolution authorizing the execution of this Agreement and the purchase of the Property.

10.4 At Closing, Escrow Holder shall cause to be issued to Buyer a standard coverage (or ALTA extended, if elected pursuant to 9.1(g)) owner's form policy of title insurance effective as of the Closing, issued by the Title Company in the full amount of the Purchase Price, insuring title to the Property vested in Buyer, subject only to the exceptions approved by Buyer. In the event there is a Purchase Money Deed of Trust in this transaction, the policy of title insurance shall be a joint protection policy insuring both Buyer and Seller.

IMPORTANT: IN A PURCHASE OR EXCHANGE OF REAL PROPERTY, IT MAY BE ADVISABLE TO OBTAIN TITLE INSURANCE IN CONNECTION WITH THE CLOSE OF ESCROW SINCE THERE MAY BE PRIOR RECORDED LIENS AND ENCUMBRANCES WHICH AFFECT YOUR INTEREST IN THE PROPERTY BEING ACQUIRED. A NEW POLICY OF TITLE INSURANCE SHOULD BE OBTAINED IN ORDER TO ENSURE YOUR INTEREST IN THE PROPERTY THAT YOU ARE ACQUIRING.

11. Prorations and Adjustments.

11.1 **Taxes.** Applicable real property taxes and special assessment bonds shall be prorated through Escrow as of the date of the Closing, based upon the latest tax bill available. The Parties agree to prorate as of the Closing any taxes assessed against the Property by supplemental bill levied by reason of events occurring prior to the Closing. Payment of the prorated amount shall be made promptly in cash upon receipt of a copy of any supplemental bill.

11.2 **Insurance.** **WARNING:** Any insurance which Seller may have maintained will terminate on the Closing. Buyer is advised to obtain appropriate insurance to cover the Property.

11.3 **Rentals, Interest and Expenses.** ~~Scheduled rentals, interest on Existing Notes, utilities, and a~~ Operating expenses shall be prorated as of the date of Closing. The Parties agree to promptly adjust between themselves outside of Escrow any rents received after the Closing.

11.4 **Security Deposit.** ~~Security Deposits held by Seller shall be given to Buyer as a credit to the cash required of Buyer at the Closing.~~

11.5 **Post Closing Matters.** Any item to be prorated that is not determined or determinable at the Closing shall be promptly adjusted by the Parties by appropriate cash payment outside of the Escrow when the amount due is determined.

11.6 **Variations in Existing Note Balances.** ~~In the event that Buyer is purchasing the Property subject to an Existing Deed of Trust(s), and in the event that a Beneficiary Statement as to the applicable Existing Note(s) discloses that the unpaid principal balance of such Existing Note(s) at the closing will be more or less than the amount set forth in paragraph 3.1(c) hereof ("Existing Note Variation"), then the Purchase Money Note(s) shall be reduced or increased by an amount equal to such Existing Note Variation. If there is to be no Purchase Money Note, the cash required at the Closing per paragraph 3.1(a) shall be reduced or increased by the amount of such Existing Note Variation.~~

11.7 **Variations in New Loan Balance.** ~~In the event Buyer is obtaining a New Loan and the amount ultimately obtained exceeds the amount set forth in paragraph 5.1, then the amount of the Purchase Money Note, if any, shall be reduced by the amount of such excess.~~

11.8 **Owner's Association Fees.** Escrow Holder shall: (i) bring Seller's account with the association current and pay any delinquencies or transfer fees from Seller's proceeds, and (ii) pay any up front fees required by the association from Buyer's funds.

12. Representations and Warranties of Seller and Disclaimers.

12.1 Seller's warranties and representations shall survive the Closing and delivery of the deed for a period of 3 years, and any lawsuit or action based upon them must be commenced within such time period. Seller's warranties and representations are true, material and relied upon by Buyer and Brokers in all respects. Seller hereby makes the following warranties and representations to Buyer and Brokers:

(a) **Authority of Seller.** Seller is the owner of the Property and/or has the full right, power and authority to sell, convey and transfer the Property to Buyer as provided herein, and to perform Seller's obligations hereunder.

(b) **Maintenance During Escrow and Equipment Condition At Closing.** Except as otherwise provided in paragraph 9.1(n) hereof, Seller shall maintain the Property until the Closing in its present condition, ordinary wear and tear excepted.

(c) **Hazardous Substances/Storage Tanks.** Seller has no knowledge, except as otherwise disclosed to Buyer in writing, of the existence or prior existence on the Property of any Hazardous Substance, nor of the existence or prior existence of any above or below ground storage tank.

(d) **Compliance.** Seller has no knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable governmental agency or casualty insurance company requiring any investigation,

remediation, repair, maintenance or improvement be performed on the Property.

(e) *Changes in Agreements.* Prior to the Closing, Seller will not violate or modify any Existing Lease or Other Agreement, or create any new leases or other agreements affecting the Property, without Buyer's written approval, which approval will not be unreasonably withheld.

(f) *Possessory Rights.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of the Property, except as disclosed by this Agreement or otherwise in writing to Buyer.

(g) *Mechanics' Liens.* There are no unsatisfied mechanics' or materialmen's lien rights concerning the Property.

(h) *Actions, Suits or Proceedings.* Seller has no knowledge of any actions, suits or proceedings pending or threatened before any commission, board, bureau, agency, arbitrator, court or tribunal that would affect the Property or the right to occupy or utilize same.

(i) *Notice of Changes.* Seller will promptly notify Buyer and Brokers in writing of any Material Change (see paragraph 9.1(o)) affecting the Property that becomes known to Seller prior to the Closing.

(j) *No Tenant Bankruptcy Proceedings.* Seller has no notice or knowledge that any tenant of the Property is the subject of a bankruptcy or insolvency proceeding.

(k) *No Seller Bankruptcy Proceedings.* Seller is not the subject of a bankruptcy, insolvency or probate proceeding.

(l) *Personal Property.* Seller has no knowledge that anyone will, at the Closing, have any right to possession of any personal property included in the Purchase Price nor knowledge of any liens or encumbrances affecting such personal property, except as disclosed by this Agreement or otherwise in writing to Buyer.

12.2 Buyer hereby acknowledges that, except as otherwise stated in this Agreement, Buyer is purchasing the Property in its existing condition and will, by the time called for herein, make or have waived all inspections of the Property Buyer believes are necessary to protect its own interest in, and its contemplated use of, the Property. The Parties acknowledge that, except as otherwise stated in this Agreement, no representations, inducements, promises, agreements, assurances, oral or written, concerning the Property, or any aspect of the occupational safety and health laws, Hazardous Substance laws, or any other act, ordinance or law, have been made by either Party or Brokers, or relied upon by either Party hereto.

12.3 In the event that Buyer learns that a Seller representation or warranty might be untrue prior to the Closing, and Buyer elects to purchase the Property anyway then, and in that event, Buyer waives any right that it may have to bring an action or proceeding against Seller or Brokers regarding said representation or warranty.

12.4 Any environmental reports, soils reports, surveys, feasibility studies, and other similar documents which were prepared by third party consultants and provided to Buyer by Seller or Seller's representatives, have been delivered as an accommodation to Buyer and without any representation or warranty as to the sufficiency, accuracy, completeness, and/or validity of said documents, all of which Buyer relies on at its own risk. Seller believes said documents to be accurate, but Buyer is advised to retain appropriate consultants to review said documents and investigate the Property.

13. Possession.

Possession of the Property shall be given to Buyer at the Closing subject to the rights of tenants under Existing Leases.

14. Buyer's Entry.

At any time during the Escrow period, Buyer, and its agents and representatives, shall have the right at reasonable times and subject to rights of tenants, to enter upon the Property for the purpose of making inspections and tests specified in this Agreement. No destructive testing shall be conducted, however, without Seller's prior approval which shall not be unreasonably withheld. Following any such entry or work, unless otherwise directed in writing by Seller, Buyer shall return the Property to the condition it was in prior to such entry or work, including the recompaction or removal of any disrupted soil or material as Seller may reasonably direct. All such inspections and tests and any other work conducted or materials furnished with respect to the Property by or for Buyer shall be paid for by Buyer as and when due and Buyer shall indemnify, defend, protect and hold harmless Seller and the Property of and from any and all claims, liabilities, losses, expenses (including reasonable attorneys' fees), damages, including those for injury to person or property, arising out of or relating to any such work or materials or the acts or omissions of Buyer, its agents or employees in connection therewith.

15. Further Documents and Assurances.

The Parties shall each, diligently and in good faith, undertake all actions and procedures reasonably required to place the Escrow in condition for Closing as and when required by this Agreement. The Parties agree to provide all further information, and to execute and deliver all further documents, reasonably required by Escrow Holder or the Title Company.

16. Attorneys' Fees.

If any Party or Broker brings an action or proceeding (including arbitration) involving the Property whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees and costs. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred.

17. Prior Agreements/Amendments.

17.1 This Agreement supersedes any and all prior agreements between Seller and Buyer regarding the Property.

17.2 Amendments to this Agreement are effective only if made in writing and executed by Buyer and Seller.

18. Broker's Rights.

~~18.1 If this sale is not consummated due to the default of either the Buyer or Seller, the defaulting Party shall be liable to and shall pay to Brokers the Brokerage Fee that Brokers would have received had the sale been consummated. If Buyer is the defaulting party, payment of said Brokerage Fee is in addition to any obligation with respect to liquidated or other damages.~~

~~18.2 Upon the Closing, Brokers are authorized to publicize the facts of this transaction.~~

19. Notices.

19.1 Whenever any Party, Escrow Holder or Brokers herein shall desire to give or serve any notice, demand, request, approval, disapproval or other communication, each such communication shall be in writing and shall be delivered personally, by messenger, or by mail, postage prepaid, to the address set forth in this agreement or by facsimile transmission, electronic signature, digital signature, or email.

19.2 Service of any such communication shall be deemed made on the date of actual receipt if personally delivered, or transmitted by facsimile transmission, electronic signature, digital signature, or email. Any such communication sent by regular mail shall be deemed given 48 hours after the same is mailed. Communications sent by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed delivered 24 hours after delivery of the same to the Postal Service or courier. If such communication is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

19.3 Any Party or Broker hereto may from time to time, by notice in writing, designate a different address to which, or a different person or additional persons to whom, all communications are thereafter to be made.

20. Duration of Offer.

20.1 If this offer is not accepted by Seller on or before 5:00 P.M. according to the time standard applicable to the city of Madera, California on the date of May 15, 2019, it shall be deemed automatically revoked.

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20.2 The acceptance of this offer, or of any subsequent counteroffer hereto, that creates an agreement between the Parties as described in paragraph 1.2, shall be deemed made upon delivery to the other Party or either Broker herein of a duly executed writing unconditionally accepting the last outstanding offer or counteroffer.

21. LIQUIDATED DAMAGES. (This Liquidated Damages paragraph is applicable only if initialed by both Parties).

THE PARTIES AGREE THAT IT WOULD BE IMPRACTICABLE OR EXTREMELY DIFFICULT TO FIX, PRIOR TO SIGNING THIS AGREEMENT, THE ACTUAL DAMAGES WHICH WOULD BE SUFFERED BY SELLER IF BUYER FAILS TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. THEREFORE, IF, AFTER THE SATISFACTION OR WAIVER OF ALL CONTINGENCIES PROVIDED FOR THE BUYER'S BENEFIT, BUYER BREACHES THIS AGREEMENT, SELLER SHALL BE ENTITLED TO LIQUIDATED DAMAGES IN THE AMOUNT OF \$25,000.00. UPON PAYMENT OF SAID SUM TO SELLER, BUYER SHALL BE RELEASED FROM ANY FURTHER LIABILITY TO SELLER, AND ANY ESCROW CANCELLATION FEES AND TITLE COMPANY CHARGES SHALL BE PAID BY SELLER.

Buyer's Initials

Seller's Initials

22. ARBITRATION OF DISPUTES. (This Arbitration of Disputes paragraph is applicable only if initialed by both Parties.)

22.1 ANY CONTROVERSY AS TO WHETHER SELLER IS ENTITLED TO THE LIQUIDATED DAMAGES AND/OR BUYER IS ENTITLED TO THE RETURN OF DEPOSIT MONEY, SHALL BE DETERMINED BY BINDING ARBITRATION BY, AND UNDER THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("COMMERCIAL RULES"). ARBITRATION HEARINGS SHALL BE HELD IN THE COUNTY WHERE THE PROPERTY IS LOCATED. THE NUMBER OF ARBITRATORS SHALL BE AS PROVIDED IN THE COMMERCIAL RULES AND EACH SUCH ARBITRATOR SHALL BE AN IMPARTIAL REAL ESTATE BROKER WITH AT LEAST 5 YEARS OF FULL TIME EXPERIENCE IN BOTH THE AREA WHERE THE PROPERTY IS LOCATED AND THE TYPE OF REAL ESTATE THAT IS THE SUBJECT OF THIS AGREEMENT. THE ARBITRATOR OR ARBITRATORS SHALL BE APPOINTED UNDER THE COMMERCIAL RULES AND SHALL HEAR AND DETERMINE SAID CONTROVERSY IN ACCORDANCE WITH APPLICABLE LAW, THE INTENTION OF THE PARTIES AS EXPRESSED IN THIS AGREEMENT AND ANY AMENDMENTS THERETO, AND UPON THE EVIDENCE PRODUCED AT AN ARBITRATION HEARING. PRE-ARBITRATION DISCOVERY SHALL BE PERMITTED IN ACCORDANCE WITH THE COMMERCIAL RULES OR STATE LAW APPLICABLE TO ARBITRATION PROCEEDINGS. THE AWARD SHALL BE EXECUTED BY AT LEAST 2 OF THE 3 ARBITRATORS, BE RENDERED WITHIN 30 DAYS AFTER THE CONCLUSION OF THE HEARING, AND MAY INCLUDE ATTORNEYS' FEES AND COSTS TO THE PREVAILING PARTY PER PARAGRAPH 16 HEREOF. JUDGMENT MAY BE ENTERED ON THE AWARD IN ANY COURT OF COMPETENT JURISDICTION NOTWITHSTANDING THE FAILURE OF A PARTY DULY NOTIFIED OF THE ARBITRATION HEARING TO APPEAR THEREAT.

22.2 BUYER'S RESORT TO OR PARTICIPATION IN SUCH ARBITRATION PROCEEDINGS SHALL NOT BAR SUIT IN A COURT OF COMPETENT JURISDICTION BY THE BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE UNLESS AND UNTIL THE ARBITRATION RESULTS IN AN AWARD TO THE SELLER OF LIQUIDATED DAMAGES, IN WHICH EVENT SUCH AWARD SHALL ACT AS A BAR AGAINST ANY ACTION BY BUYER FOR DAMAGES AND/OR SPECIFIC PERFORMANCE.

22.3 NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY INITIALING IN THE SPACE BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS SUCH RIGHTS ARE SPECIFICALLY INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

Buyer's Initials

Seller's Initials

23. Miscellaneous.

23.1 **Binding Effect.** Buyer and Seller both acknowledge that they have carefully read and reviewed this Agreement and each term and provision contained herein. In addition, this Agreement shall be binding on the Parties without regard to whether or not paragraphs 21 and 22 are initialed by both of the Parties. Paragraphs 21 and 22 are each incorporated into this Agreement only if initialed by both Parties at the time that the Agreement is executed.

23.2 **Applicable Law.** This Agreement shall be governed by, and paragraph 22.3 is amended to refer to, the laws of the state in which the Property is located. Any litigation or arbitration between the Parties hereto concerning this Agreement shall be initiated in the county in which the Property is located.

23.3 **Time of Essence.** Time is of the essence of this Agreement.

23.4 **Counterparts.** This Agreement may be executed by Buyer and Seller in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Escrow Holder, after verifying that the counterparts are identical except for the signatures, is authorized and instructed to combine the signed signature pages on one of the counterparts, which shall then constitute the Agreement.

23.5 **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

23.6 **Conflict.** Any conflict between the printed provisions of this Agreement and the typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions. Seller and Buyer must initial any and all handwritten provisions.

23.7 **1031 Exchange.** Both Seller and Buyer agree to cooperate with each other in the event that either or both wish to participate in a 1031 exchange. Any party initiating an exchange shall bear all costs of such exchange. The cooperating Party shall not have any liability (special or otherwise) for damages to the exchanging Party in the event that the sale is delayed and/or that the sale otherwise fails to qualify as a 1031 exchange.

23.8 **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Agreement shall mean and refer to calendar days.

24. Disclosures Regarding The Nature of a Real Estate Agency Relationship.

24.1 The Parties and Brokers agree that their relationship(s) shall be governed by the principles set forth in the applicable sections of the California Civil Code, as summarized in paragraph 24.2.

24.2 When entering into a discussion with a real estate agent regarding a real estate transaction, a Buyer or Seller should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Buyer and Seller acknowledge being advised by the Brokers in this transaction, as follows:

(a) **Seller's Agent.** A Seller's agent under a listing agreement with the Seller acts as the agent for the Seller only. A Seller's agent or subagent has the following affirmative obligations: (1) *To the Seller:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Seller. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(b) **Buyer's Agent.** A selling agent can, with a Buyer's consent, agree to act as agent for the Buyer only. In these situations, the agent is

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not the Seller's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Seller. An agent acting only for a Buyer has the following affirmative obligations. (1) *To the Buyer:* A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Buyer. (2) *To the Buyer and the Seller:* a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(c) *Agent Representing Both Seller and Buyer.* A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Seller and the Buyer in a transaction, but only with the knowledge and consent of both the Seller and the Buyer. (1) In a dual agency situation, the agent has the following affirmative obligations to both the Seller and the Buyer: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Seller or the Buyer. b. Other duties to the Seller and the Buyer as stated above in their respective sections (a) or (b) of this paragraph 24.2. (2) In representing both Seller and Buyer, the agent may not without the express permission of the respective Party, disclose to the other Party that the Seller will accept a price less than the listing price or that the Buyer will pay a price greater than the price offered. (3) The above duties of the agent in a real estate transaction do not relieve a Seller or Buyer from the responsibility to protect their own interests. Buyer and Seller should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(d) *Further Disclosures.* Throughout this transaction Buyer and Seller may receive more than one disclosure, depending upon the number of agents assisting in the transaction. Buyer and Seller should each read its contents each time it is presented, considering the relationship between them and the real estate agent in this transaction and that disclosure. Buyer and Seller each acknowledge receipt of a disclosure of the possibility of multiple representation by the Broker representing that principal. This disclosure may be part of a listing agreement, buyer representation agreement or separate document. Buyer understands that Broker representing Buyer may also represent other potential buyers, who may consider, make offers on or ultimately acquire the Property. Seller understands that Broker representing Seller may also represent other sellers with competing properties that may be of interest to this Buyer. Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this transaction may be brought against Broker more than one year after the Date of Agreement and that the liability (including court costs and attorneys' fees), of any Broker with respect to any breach of duty, error or omission relating to this Agreement shall not exceed the fee received by such Broker pursuant to this Agreement; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

24.3 *Confidential Information.* Buyer and Seller agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

25. **Construction of Agreement.** In construing this Agreement, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Agreement. Whenever required by the context, the singular shall include the plural and vice versa. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

26. **Additional Provisions.**

Additional provisions of this offer, if any, are as follows or are attached hereto by an addendum or addenda consisting of paragraphs 26.1 through 26.1. (If there are no additional provisions write "NONE".)

See attached Addendum.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY AIR CRE OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS AGREEMENT OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS AGREEMENT.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PROPERTY. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PROPERTY, THE INTEGRITY AND CONDITION OF ANY STRUCTURES AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE.

WARNING: IF THE PROPERTY IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THIS AGREEMENT MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PROPERTY IS LOCATED.

NOTE:

1. THIS FORM IS NOT FOR USE IN CONNECTION WITH THE SALE OF RESIDENTIAL PROPERTY.
2. IF EITHER PARTY IS A CORPORATION, IT IS RECOMMENDED THAT THIS AGREEMENT BE SIGNED BY TWO CORPORATE OFFICERS.

The undersigned Buyer offers and agrees to buy the Property on the terms and conditions stated and acknowledges receipt of a copy hereof.

BROKER

Newmark Pearson Commercial,
A Division of Pearson Realty

Attn: Nicholas J. Audino, SIOR
Title: Senior Vice President

Address: 7480 N. Palm Avenue, Suite 101,
Fresno, CA 93711

Phone: (559) 432-6700 or (559) 447-6270

Fax: (559) 432-6200

Email: naudino@pearsonrealty.com

Federal ID No.: _____

Broker/Agent BRE License #: 00020875 (Pearson)

License #01231272 (N. Audino)

Date: _____

BUYER

TranPak, Inc., a California corporation

By: _____

Name Printed: _____

Title: _____

Phone: (800) 827-2474

Fax Cell: (559) 367-6645

Email: cueland@tranpak.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: _____

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27. Acceptance.

27.1 Seller accepts the foregoing offer to purchase the Property and hereby agrees to sell the Property to Buyer on the terms and conditions therein specified.

27.2 In consideration of real estate brokerage service rendered by Brokers, Seller agrees to pay Brokers a real estate Brokerage Fee in a sum equal to 4 % of the Purchase Price. ~~to be divided between the Brokers as follows: Seller's Broker, _____ % and Buyer's Broker, _____ %.~~ This Agreement shall serve as an irrevocable instruction to Escrow Holder to pay such Brokerage Fee to Brokers out of the proceeds accruing to the account of Seller at the Closing.

27.3 Seller acknowledges receipt of a copy hereof and authorizes Brokers to deliver a signed copy to Buyer.

NOTE: A PROPERTY INFORMATION SHEET IS REQUIRED TO BE DELIVERED TO BUYER BY SELLER UNDER THIS AGREEMENT.

BROKER

Newmark Pearson Commercial, A Division of
Pearson Realty

Attn: Nicholas J. Audino, SIOR

Title: Senior Vice President

Address: 7480 N. Palm Avenue, Suite 101,
Fresno, CA 93711

Phone: (559) 432-6200 or (559) 447-6270

Fax: (559) 432-2938

Email: naudino@pearsonrealty.com

Federal ID No.: _____

Broker/Agent BRE License #: 00020875 (Pearson)

License #01231272 (N. Audino)

Date: _____

SELLER

City of Madera

By: _____

Name Printed: Andrew J. Medellin

Title: Mayor

Phone: (559) 661-5409

Fax: (559) 674-2972

Email: c/o dmerchen@cityofmadera.com

By: _____

Name Printed: _____

Title: _____

Phone: _____

Fax: _____

Email: _____

Address: _____

Federal ID No.: 946000365

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Last Edited: 4/23/2019 11:16 AM

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OFAL-15.00, Revised 01-03-2017



**ADDENDUM TO THE STANDARD OFFER, AGREEMENT AND ESCROW
INSTRUCTIONS
FOR PURCHASE OF REAL ESTATE**

Date: April 23, 2019

By and Between

Buyer: TranPak, Inc., a California corporation

Seller: City of Madera

Property Address: Assessor's Parcel Numbers 009-331-010 & 009-331-011,
Madera, California (No street address assigned)
(street address, city, state, zip)

This Addendum is attached and made part of the above-referenced Agreement (said Agreement and the Addendum are hereinafter collectively referred to as the "Agreement"). In the event of any conflict between the provisions of this Addendum and the printed provisions of the Agreement, this Addendum shall control.

26.1 Close of Escrow. The Close of Escrow shall be the earlier of one hundred eighty (180) days following the Date of Agreement, or seventy-two (72) hours after the issuance of building permits by the City of Madera to the Buyer for construction of its building, but not less than sixty (60) days after the Date of Agreement. Work under the City building permits will not commence until escrow closes. If no building permits are issued within one hundred eighty (180) days, then the Agreement shall automatically terminate, escrow shall be canceled, and the Parties shall have no further obligation to one another. The City of Madera shall not unreasonably withhold or delay site plan review approval or the issuance of building permits.

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 _____
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PROPERTY INFORMATION SHEET
(For the sale or leasing of non-residential properties)

PREFACE:

Purpose: This Statement is NOT a warranty as to the actual condition of the Property/Premises. The purpose is, instead, to provide the brokers and the potential buyer/lessee with important information about the Property/Premises which is currently in the actual knowledge of the Owner and which the Owner is required by law to disclose.

Actual Knowledge: For purposes of this Statement the phrase 'actual knowledge' means: the awareness of a fact, or the awareness of sufficient information and circumstances so as to cause one to believe that a certain situation or condition probably exists.

TO WHOM IT MAY CONCERN:

City of Madera ("Owner"), owns the Property/Premises commonly known as (street address, city, state, zip) No street address assigned located in the County of Madera, and generally described as (describe briefly the nature of the Premises or Property) 45.97 acres of vacant land on Assessor's Parcel Numbers 009-331-010 also known as lot 15 on the attached Exhibit A (+3.05 acres) and 009-331-011 also known as lot 14 on the attached Exhibit A (+2.92 acres) in the Freedom Industrial Park (see Exhibit A) (hereinafter "Property"), and certifies that:

- 1. Material Physical Defects. Owner has no actual knowledge of any material physical defects in the Property or any improvements and structures thereon, including, but not limited to the roof, except (if there are no exceptions write "NONE"):
2. Equipment. A. Owner has no actual knowledge that the heating, ventilating, air conditioning, plumbing, loading doors, electrical and lighting systems, life safety systems, security systems and mechanical equipment existing on the Property as of the date hereof, if any, are not in good operating order and condition, except (if there are no exceptions write "NONE"): B. Owner has no actual knowledge of any leases, financing agreements, liens or other agreements affecting any equipment which is being included with the Property, except (if there are no exceptions write "NONE"):
3. Soil Conditions. Owner has no actual knowledge that the Property has any slipping, sliding, settling, flooding, ponding or any other grading, drainage or soil problems, except (if there are no exceptions write "NONE"):
4. Utilities. Owner represents and warrants that the Property is served by the following utilities (check the appropriate boxes) public sewer system and the cost of installation thereof has been fully paid, private septic system, electricity, natural gas, domestic water, telephone, and other:
5. Insurance. Owner has no actual knowledge of any insurance claims filed regarding the Property during the preceding 3 years, except (if there are no exceptions write "NONE"):
6. Compliance With Laws. Owner has no actual knowledge of any aspect or condition of the Property which violates applicable laws, rules, regulations, codes, or covenants, conditions or restrictions, or of improvements or alterations made to the Property without a permit where one was required, or of any unfulfilled order or directive of any applicable government agency or of any casualty insurance company that any work of investigation, remediation, repair, maintenance or improvement is to be performed on the Property, except (if there are no exceptions write "NONE"):
7. Hazardous Substances and Mold. A. Owner has no actual knowledge of the Property ever having been used as a waste dump, of the past or present existence of any above or below ground storage tanks on the Property, or of the current existence on the Property of asbestos, transformers containing PCB's or any hazardous, toxic or infectious substance whose nature and/or quantity of existence, use, manufacture or effect, render it subject to Federal, state or local regulation, investigation, remediation or removal as potentially injurious to public health or welfare, except (if there are no exceptions write "NONE"): B. Owner represents and warrants that it is not currently, and never has been engaged in the business of hauling waste, and never stored hazardous substances on the Property, except (if there are no exceptions write "NONE"): C. Owner has no actual knowledge of the existence on the Property of hazardous levels of any mold or fungi defined as toxic under applicable state or Federal law, except (if there are no exceptions write "NONE"):
8. Fire Damage. Owner has no actual knowledge of any structure on the Property having suffered material fire damage, except (if there are no exceptions write "NONE"):
9. Actions, Suits or Proceedings. Owner has no actual knowledge that any actions, suits or proceedings are pending or threatened before any court, arbitration tribunal, governmental department, commission, board, bureau, agency or instrumentality that would affect the Property or the right or ability of an owner or tenant to convey, occupy or utilize the Property, except (if there are no exceptions write "NONE"): Owner has not served any Notices of Default on any of the tenants of the Property which have not been resolved except (if there are no exceptions write "NONE"):
10. Governmental Proceedings. Owner has no actual knowledge of any existing or contemplated condemnation, environmental, zoning, redevelopment agency plan or other land use regulation proceedings which could detrimentally affect the value, use and operation of the Property, except (if there are no exceptions write "NONE"):
11. Unrecorded Title Matters. Owner has no actual knowledge of any encumbrances, covenants, conditions, restrictions, easements, licenses, liens, charges or other matters which affect the title of the Property that are not recorded in the official records of the county recorder where the Property is located, except (if there are no exceptions write "NONE"):
12. Leases. Owner has no actual knowledge of any leases, subleases or other tenancy agreements affecting the Property, except (if there are no exceptions write "NONE"):
13. Options. Owner has no actual knowledge of any options to purchase, rights of first refusal, rights of first offer or other similar agreements affecting the Property, except (if there are no exceptions write "NONE"):
14. Short Sale/Foreclosure. The ability of the Owner to complete a sale of the Property is contingent is not contingent upon obtaining the consent of one or more lenders to conduct a 'short sale', ie. a sale for less than the amount owing on the Property. (This paragraph only needs to be

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completed if this Property Information Sheet is being completed in connection with the proposed sale of the Property) One or more of any loans secured by the Property is is not in foreclosure.

15. **Energy Efficiency.** The Property has has not been granted an energy efficiency rating or certification such as one from the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) or Seller/Lessor does not know if the Property has been granted such a rating or certificate. If such a rating or certification has been obtained please describe the rating or certification and provide the name of the organization that granted it: _____.

16. **Other.** (It will be presumed that there are no additional items which warrant disclosure unless they are set forth herein): _____.

The statements herein will be relied upon by brokers, buyers, lessees, lenders and others. Therefore, Owner and/or the Owner's Property Manager has reviewed and modified this printed statement as necessary to accurately and completely state all the known material facts concerning the Property. To the extent such modifications are not made, this statement may be relied upon as printed. This statement, however, shall not relieve a buyer or lessee of responsibility for independent investigation of the Property. Owner agrees to promptly notify, in writing, all appropriate parties of any material changes which may occur in the statements contained herein from the date this statement is signed until title to the Property is transferred, or the lease is executed.

Date: _____
(fill in date of execution)

OWNER
City of Madera

By: _____
Name Printed: Andrew J. Medellin
Title: Mayor

Buyer/lessee hereby acknowledges receipt of a copy of this Property Information Sheet on _____ . (Fill in date received)

BUYER/LESSEE
TranPak, Inc., a California corporation

By: _____
Name Printed: _____
Title: _____

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SELLER'S MANDATORY DISCLOSURE STATEMENT

(Required by law on transactions involving non-residential properties in California)
DO NOT USE THIS FORM WITH REGARD TO THE SALE OF RESIDENTIAL PROPERTIES

This disclosure statement is intended to be a part of the STANDARD OFFER, AGREEMENT AND ESCROW INSTRUCTIONS FOR PURCHASE OF REAL ESTATE (See paragraph 9.1(a) of said document) or _____ (the "Purchase Agreement") dated April 23, 2019, regarding that certain real property commonly known as (street address, city, state, zip): Assessor's Parcel Numbers 009-331-010 also known as lot 15 on the attached Exhibit A & 009-331-011 also known as lot 14 on the attached Exhibit A, Madera, California (see Exhibit A) (the "Property") wherein City of Madera is the Seller and TranPak, Inc., a California corporation is the Buyer. Note: This disclosure statement is not designed nor intended to be used in place of the standard Property Information Sheet published BY AIR CRE ("AIR"). Both documents should be used in every transaction involving a sale.

In order to comply with State law concerning disclosures to a potential purchaser, Seller elects to:

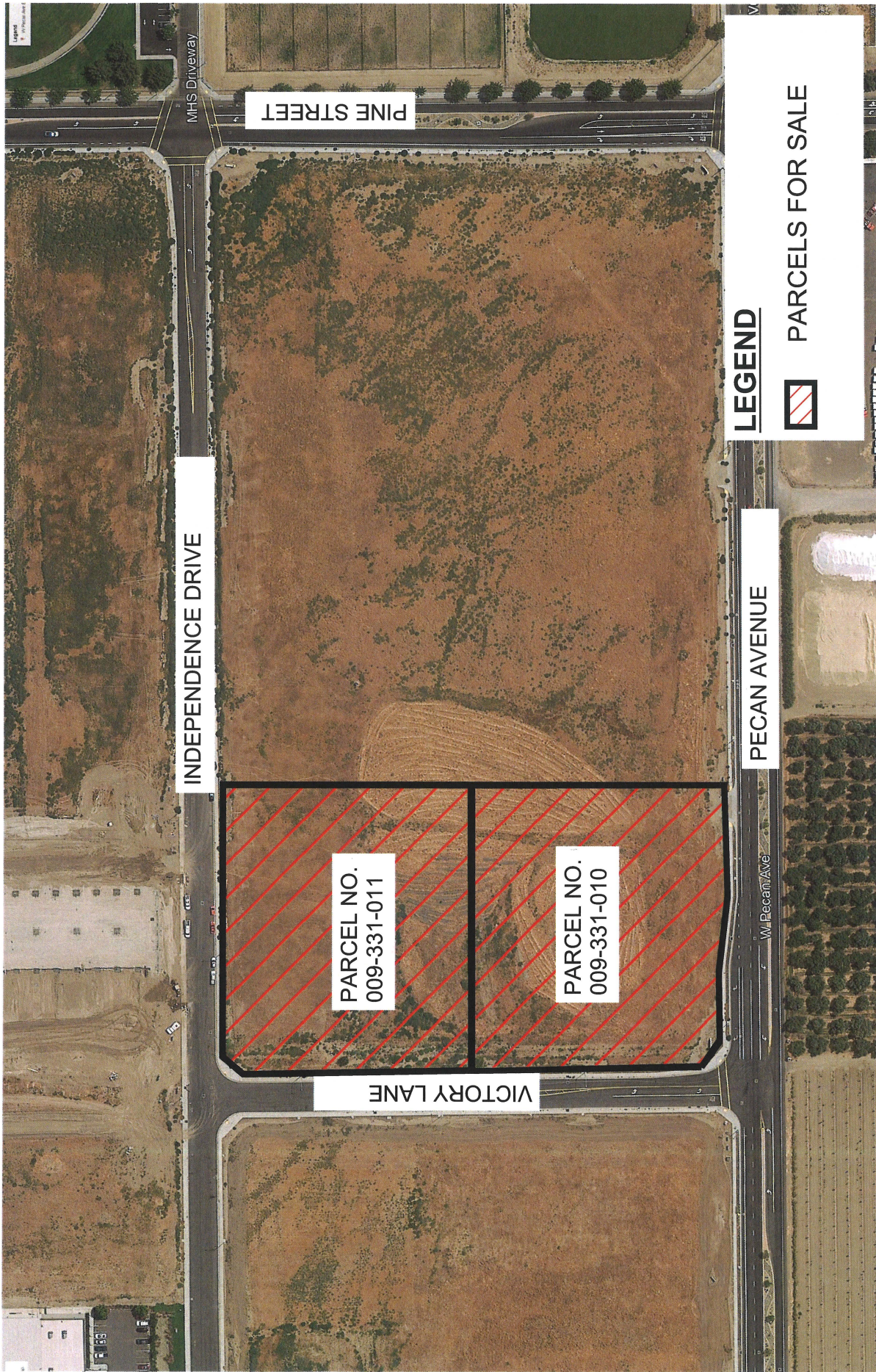
- A. Utilize a report prepared by a professional consultant which has been approved by the AIR, i.e., First American Natural Hazard Disclosures, (800) 527-0027, or JCP Property Disclosure Reports, (800) 748-5233. A copy of their report is attached hereto. (Complete paragraph 8, 9, 10, 12 and 13 and sign this statement in the place provided.)
- B. Utilize a report prepared by MyNHD.com, to include an environmental screening, with phone number: _____. A copy of ~~their~~ the report will be provided to the Buyer within ten (10) days following the Date of Agreement, is attached hereto. (Complete paragraphs 8, 9, 10, 12, and 13, sign this Statement in the place provided, and attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)
- C. Complete this Disclosure Statement without the assistance of a professional consultant. (Complete paragraphs 1 through 13 and sign this Statement in the place provided. Remember to attach a copy of The Commercial Property Owner's Guide to Earthquake Safety.)

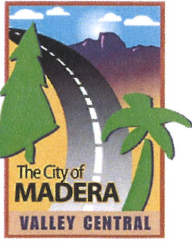
1. EARTHQUAKE FAULT ZONES. If the Property is located within a delineated Earthquake Fault Zone (a zone that encompasses a potentially or recently active trace of an earthquake fault that is deemed by the State Geologist to constitute a potential hazard to structures from surface faulting or fault creep), California Public Resources Code §2621 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone, and that its development may require a geologic report from a state registered geologist. In accordance with such law, Buyer is hereby informed that the Property is or is not within a delineated Earthquake Fault Zone.
2. SEISMIC HAZARD ZONES. If the Property is located within a Seismic Hazard Zone as delineated on a map prepared by the California Division of Mines and Geology, California Public Resources Code §2690 et seq. mandates that prospective purchasers be advised that the Property is located within such a Zone. In accordance with such law, Buyer is hereby informed that the Property is or is not within a Seismic Hazard Zone.
3. EARTHQUAKE SAFETY. If (1) the improvements on the Property were constructed prior to 1975, and (2) said improvements include structures with (i) pre-cast (e.g., tilt-up) concrete or reinforced masonry walls together with wood frame floors or roofs or (ii) unreinforced masonry walls, Buyer must be provided with a copy of The Commercial Property Owner's Guide to Earthquake Safety (the "Booklet") published by the California Seismic Safety Commission. Buyer is hereby informed that the Property:
 - (a) meets the foregoing requirements, and a copy of the Booklet and a completed "Commercial Property Earthquake Weakness Disclosure Report" is attached hereto. Within five business days of Buyer's receipt of said Disclosure Report, Buyer shall deliver a duly countersigned copy of the same to Escrow Holder, with a copy to Seller and Seller's Broker. Escrow Holder is hereby instructed that the Escrow shall not close unless and until Escrow Holder has received the Disclosure Report duly signed by both Seller and Buyer.
 - (b) does not meet the foregoing requirements requiring the delivery of the Booklet.
4. FIRE PROTECTION. If the Property is located within a designated State Responsibility Area as delineated on a map prepared by the California Department of Forestry, California Public Resources Code §4136 mandates that prospective purchasers be advised that the Property is located within a wildland area which may contain substantial forest fire risks and hazards, that the State may not be responsible to provide fire protection services, and that the Property may be subject to the requirements of Public Resources Code §4291 which requires the periodic removal of brush, the maintenance of firebreaks, and other similar activities. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated State Responsibility Area.
5. FIRE HAZARD. If the Property is located within an area designated as a Very High Fire Hazard Severity Zone pursuant to Government Code §51178 et seq, §51183.5 mandates that prospective purchasers be advised that the Property is located within such a zone and that the Property may be subject to various maintenance, design and/or construction requirements and/or restrictions. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Very High Fire Hazard Severity Zone.
6. AREA OF POTENTIAL FLOODING. If the Property is located within an area of potential flooding in the event of the failure of a dam as shown on an inundation map designated pursuant to Government Code §8589.5, §8589.4 mandates that prospective purchasers be advised that the Property is located within such an area. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated area of potential flooding.
7. FLOOD HAZARD AREAS. If the Property is located within a designated Federal Flood Hazard Area as delineated on a map prepared by the Federal Emergency Management Agency, Federal law, ie. 42 U.S.C. §4104a, mandates that prospective purchasers be advised that the Property is located within an area having special flood hazards and that flood insurance may be required as a condition to obtaining financing. In accordance with such law, Buyer is hereby informed that the Property is or is not within a designated Federal Flood Hazard Area.
8. FLOOD DISASTER INSURANCE. If the Seller or Seller's predecessor-in-interest has previously received Federal flood disaster assistance and said assistance was conditioned upon obtaining and maintaining flood insurance on the Property, Federal law, ie. 42 U.S.C. §5154a, mandates that prospective purchasers be advised that they will be required to maintain such insurance on the Property and that if said insurance is not maintained and the Property is thereafter damaged by a flood disaster, the purchaser may be required to reimburse the Federal Government for the disaster relief provided. Buyer is hereby informed that to the best of the Seller's knowledge Federal flood disaster assistance has or has not been previously received with regard to the Property. Note: if such disaster assistance has been received, the law specifies that the required notice be "contained in documents evidencing the transfer of ownership".

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LOCATION MAP





REPORT TO CITY COUNCIL



Dino Lawson, Chief of Police



Arnoldo Rodriguez, City Manager

Approved by:

Council Meeting of: May 15, 2019

Agenda Number: C-2

SUBJECT:

Consideration of a Resolution approving a contract for \$596,947 dollars with Motorola Solutions, Inc. for the purchase of radio system upgrade equipment.

RECOMMENDATION:

Staff recommends that Council adopt the attached resolution approving the contract with Motorola Solutions, Inc. to purchase the radio system upgrade equipment to include hardware, software, and services.

SUMMARY:

The current Motorola Radio infrastructure has come to end-of-life in 2020. Motorola is no longer manufacturing the current equipment and lack of spare parts and support for 3rd party components is making it impossible to continue the support if it were to fail. The proposed Motorola system upgrade will provide the department with a state-of-the art Internet Protocol (IP) based equipment upgrade to include dispatching consoles to manage the system. This will enhance operational effectiveness of all department personnel as well as provide significant improvement for overall public safety concerns.

DISCUSSION:

The Police Department last updated the radio infrastructure in 2001 when it moved to a new digital encryption standard. The general life expectancy of a radio system is 10 years.

The project scope encompasses the replacement and installation of channels 1, 2 and 3 current equipment with Motorola's new GTR 8000 Base Station/Repeater, GPW 8000 Receivers, GCM 8000 Digital Comparators and SRX 345 Services Gateways. A complete detailed listing of all

Motorola supplied hardware is attached. Updating the system will move away from the current analog system to an IP based system that will connect to the City's enterprise network.

In August 2018, the City purchased the Madera Radio Dispatch property (Police Annex) which included the purchase of a radio tower on the property. With the radio upgrade, we will be moving channels 2 and 3 that are currently being repeated from an antenna on top of City Hall to the new tower at the Police Annex where it will be housed with channel 1.

In 2006, with the building of the current police station, the department updated the dispatch consoles with Zetron radio positions to integrate with the Motorola Radio system. The Zetron radio positions are 13 years old and need an update at the same time, as they too have a general life expectancy of 10 years. We have found that integrating two different systems, Motorola & Zetron, does not allow for full utilization of technology. Updating the dispatch console components to Motorola MCC 7500E will allow officers and dispatchers to utilize the emergency alert system that is built into each portable radio as well as utilize Unit Identification for personnel each time they transmit. These functions will improve officers' safety and overall function of the system. These features currently do not function with the use of the Zetron dispatch consoles. There is additional advantage in using Motorola as a unified solution source in that it is impossible for another vendor to infer, imply or otherwise suggest that in-operation or poor performance is the responsibility of others.

All equipment provided by Motorola is warranted for one year and includes parts and labor. The City currently contracts with J's Communication, Inc to provide warranty service on all Motorola Radio equipment. The current service agreement is billed quarterly at \$4,707.00. The new service agreement will drop to \$2,745.00 per quarter during the new warranty period. This will be a cost savings of \$7,848.00 during the initial warranty.

There is additional cost saving advantages offered with the new system. Migration to an IP based connectivity eliminates the costly and un-reliable phone line connections to each of the three site locations. The reduction in AT&T payments will give us a net savings of \$1,171 a month.

FINANCIAL IMPACT:

The total cost of the system is \$596,947.00. The City was able to obtain the LA County Discount as well as a Motorola loyalty incentive to reduce the overall costs. The project will be funded through cumulative excess of Measure K tax measure funds. If approved, the funds will be appropriated in the 19/20 fiscal year budget.

P25 Radio System Upgrade	
Madera Police Department Equipment	\$220,592
Madera Police Department Equipment LA County Discount	(\$39,926)
Madera Police Department LA County Discounted Equipment	\$180,666
Madera Police Department System Implementation	\$134,505
Madera Police Department Tax (Equipment Only)	\$14,905

Madera Police Department Total System	\$330,076
5 Position MCC 7500E Dispatch Console and Conventional K Core Madera Police Department Equipment	\$238,252
Madera Police Department Equipment LA County Discount	(\$40,294)
Madera Police Department LA County Discounted Equipment	\$197,958
Madera Police Department System Implementation	\$169,208
Madera Police Department Tax (Equipment Only)	\$16,332
Madera Police Department Total System	\$383,498
Total P25 Radio System and 5 Position Dispatch Console Madera Police Department Equipment	\$458,844
Madera Police Department Equipment LA County Discount	(\$80,219)
Madera Police Department LA County Discounted Equipment	\$378,625
Madera Police Department System Implementation	\$303,713
Madera Police Department Tax (Equipment Only)	\$31,237
Madera Police Department Total System	\$713,574
City of Madera Loyalty Incentive: Signed Contract Received by July 1, 2019	(\$116,627)
Madera Police Department Grand Total with System Incentive	\$596,947

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ATTACHMENTS:

1. Resolution
2. Contractual Documentation
3. Motorola Parts List

RESOLUTION NO. _____
RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF MADERA, CALIFORNIA, APPROVING A CONTRACT FOR \$596, 947 DOLLARS
WITH MOTOROLA SOLUTIONS, INC. TO PURCHASE RADIO SYSTEM UPGRADE
EQUIPMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT
ON BEHALF OF THE CITY

WHEREAS, the City of Madera Police Department is need of radio system upgrade equipment and wishes to purchase same; and

WHEREAS, Motorola Solutions, Inc. provides radio system upgrade equipment that integrates with current equipment; and

WHEREAS, the City wishes to purchase radio system upgrade equipment from Motorola Solutions, Inc.

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 contract between the City of Madera and Motorola Solutions, Inc., a copy of which will be on file in the office of the City Clerk and referred to for particulars, is approved.
3. The Mayor is authorized to execute the contract on behalf of the City of Madera.
4. A copy of this resolution, once signed, will be forwarded to the Director of Finance for use in making the necessary amendments to the budgeted revenues and appropriations.
5. The resolution is effective immediately.

* * *

Exhibit A

Measure K-10252000-7030

\$ 596,947.00

SECTION 9

CONTRACTUAL DOCUMENTATION

9.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola Solutions") and the City of Madera ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola Solutions will sell the System and Services, as described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Solutions Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated April 3, 2019

C-2 "Pricing Summary & Equipment List" dated April 3, 2019

C-3 "Implementation Statement of Work" dated April 3, 2019

C-4 "Acceptance Test Plan" or "ATP" dated April 3, 2019

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and the applicable Addendum containing terms specific to such service. Such Addendums will be labeled with the name of the service being purchased.

1.3 In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, and

user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola Solutions may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola Solutions provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola Solutions under this Agreement. Equipment that is part of the System is described in the Equipment List.

"Feedback" means comments or information, in oral or written form, given to Motorola Solutions by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Solutions Software" means software that Motorola Solutions or its affiliated companies owns.

"Non-Motorola Solutions Software" means software that a party other than Motorola Solutions or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola Solutions has developed prior to, or independently from, the provision of the Services and/or which Motorola Solutions licenses from third parties.



"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola Solutions under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola Solutions or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software Support Policy" ("SwSP") means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Solutions Software. This policy may be modified from time to time at Motorola Solutions' discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola Solutions under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola Solutions' Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola Solutions will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform

its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola Solutions will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Solutions Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOLUTIONS SOFTWARE.** Any Motorola Solutions Software, including subsequent releases, is licensed to Customer solely in accordance with the Motorola Solutions Software License Agreement in Exhibit A ("Software License Agreement"). Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOLUTIONS SOFTWARE.** Any Non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding Non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola Solutions may substitute any Equipment, Software, or services to be provided by Motorola Solutions, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the City of Madera. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Motorola Solutions which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of



the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola Solutions agrees to continue Services beyond the Term, Customer's issuance and Motorola Solutions' acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. **MAINTENANCE, SUPPORT, AND SUA SERVICES.** During the Warranty Period, in addition to warranty services, Motorola Solutions will provide maintenance Services for the Equipment and support for the Motorola Solutions Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Solutions Software will be in accordance with Motorola Solutions' established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola Solutions will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola Solutions' proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola Solutions' proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola Solutions data viewed or accessed by Customer will remain Motorola Solutions' property and will be deemed Confidential Information. This Confidential Information will be promptly returned at Motorola Solutions' request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola Solutions or its subcontractors without the prior written authorization of Motorola Solutions. This provision applies only to those employees of Motorola Solutions or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions



that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola Solutions to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this section.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola Solutions' ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola Solutions may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola Solutions and Motorola Solutions retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola Solutions outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola Solutions to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The City of Madera will pay all invoices as received from Motorola Solutions and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the City of Madera will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola Solutions has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. **INVOICING AND PAYMENT.** Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax

Identification Number for Motorola Solutions is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola Solutions will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola Solutions will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the City of Madera at the following address:

Name: _____
Address: _____
Phone: _____
Email: _____

The address which is the ultimate destination where the Equipment will be delivered to the City of Madera is:

Name: _____
Address: _____

The Equipment will be shipped to the City of Madera at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

Customer may change this information by giving written notice to Motorola Solutions.

Section 7 SITES AND SITE CONDITIONS

7.1. **ACCESS TO SITES.** In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola Solutions so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola Solutions may assist Customer in the local building permit process.

7.2. **SITE CONDITIONS.** Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. **SITE ISSUES.** If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola Solutions to Customer will be described in the applicable Statement of Work. Customer will notify Motorola Solutions immediately if a date change for a scheduled training program is required. If Motorola Solutions incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola Solutions may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. **COMMENCEMENT OF ACCEPTANCE TESTING.** Motorola Solutions will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. **SYSTEM ACCEPTANCE.** System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola Solutions a written notice that includes the specific details of the failure. If Customer does not provide to Motorola Solutions a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola Solutions' ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola Solutions' prior written authorization, which will not be unreasonably withheld. Motorola Solutions is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. **SYSTEM FUNCTIONALITY.** Motorola Solutions represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola Solutions is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola Solutions which is attached to or used in connection with the System or for reasons or parties beyond Motorola Solutions' control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in



accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola Solutions; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola Solutions warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "recommendations"). Motorola Solutions makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola Solutions in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola Solutions will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola Solutions will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Solutions Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Solutions Software. These actions will be the full extent of Motorola Solutions' liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola Solutions to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola Solutions may invoice Customer for responding to the claim on a time and materials basis using Motorola Solutions' then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola Solutions.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola Solutions to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.



Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola Solutions for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola Solutions or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the



default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the City of Madera's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola Solutions for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. **GENERAL INDEMNITY BY Motorola Solutions.** Motorola Solutions will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola Solutions to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola Solutions gives Customer prompt, written notice of any the claim or suit. Motorola Solutions will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola Solutions from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola Solutions will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola Solutions or the Motorola Solutions Software ("Motorola Solutions Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola Solutions' duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola Solutions in writing of the Infringement Claim; Motorola Solutions having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola Solutions cooperation and, if requested by Motorola Solutions, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola Solutions' obligation to defend, and subject to the same conditions, Motorola Solutions will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola Solutions in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Motorola Solutions Product; (b) replace or modify the Motorola Solutions Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Solutions Product and grant Customer a credit for the Motorola Solutions Product, less a reasonable charge for depreciation. The depreciation



amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola Solutions will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Solutions Product with any software, apparatus or device not furnished by Motorola Solutions; (b) the use of ancillary equipment or software not furnished by Motorola Solutions and that is attached to or used in connection with the Motorola Solutions Product; (c) Motorola Solutions Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Solutions Product by a party other than Motorola Solutions; (e) use of the Motorola Solutions Product in a manner for which the Motorola Solutions Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Solutions Software that is intended to correct the claimed infringement. In no event will Motorola Solutions' liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the City of Madera's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola Solutions from Customer from sales or license of the infringing Motorola Solutions Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola Solutions' entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola Solutions has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation Services with respect to which losses or damages are claimed. With respect to all non-implementation Services and unless as otherwise provided under the applicable Addenda, Motorola Solutions' total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY Motorola Solutions PURSUANT TO THIS AGREEMENT.** This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola Solutions' Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify



Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. **PRESERVATION OF MOTOROLA SOLUTIONS' PROPRIETARY RIGHTS.** Motorola Solutions, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Solutions Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola Solutions does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola Solutions' Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 **VOLUNTARY DISCLOSURE.** Except as required to fulfill its obligations under this Agreement, Motorola Solutions will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola Solutions be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola Solutions the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola Solutions owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer

acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola Solutions products or services conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Motorola Solutions product or service will vest solely in Motorola Solutions.

Section 17 GENERAL

17.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola Solutions is required to pay any of these taxes, Motorola Solutions will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

17.2. **ASSIGNABILITY AND SUBCONTRACTING.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

17.3. **WAIVER.** Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. **SEVERABILITY.** If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. **INDEPENDENT CONTRACTORS.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. **HEADINGS AND SECTION REFERENCES.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required



for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola Solutions might assist Customer in the preparation of its FCC license applications, neither Motorola Solutions nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. **AUTHORITY TO EXECUTE AGREEMENT.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.10. **ADMINISTRATOR LEVEL ACCOUNT ACCESS.** If applicable to the type of System purchased by Customer, Motorola Solutions will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola Solutions System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola Solutions' ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola Solutions provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola Solutions will be entitled to bill Customer and Customer will pay Motorola Solutions on a time and materials basis for resolving the issue.

17.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. **ENTIRE AGREEMENT.** This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.

City of Madera

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A

MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



Section 5 OWNERSHIP AND TITLE

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola



Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.



Exhibit B

PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of Equipment from Staging;**
- 3. 10% of the Contract Price due upon installation of Equipment; and**
- 4. 5% of the Contract Price due upon Final Project Acceptance.**

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

Motorola Solutions may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola Solutions will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

For Lifecycle Support Plan and Subscription Based Services:

Motorola Solutions will invoice Customer annually in advance of each year of the plan.



EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola Solutions and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola Solutions has provided and Customer has received all deliverables, and Motorola Solutions has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Solutions Representative:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.



3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate



shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 201_. The SUA Price for the ___ years of services is \$ _____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and



authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the ____ year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.



4. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.



SECTION 3

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

P25 Radio System Upgrade

QTY	NOMENCLATURE	DESCRIPTION
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR13501026S	UPS, 9PX, 1350W, 120V, SOFTWIRED, 26 MIN RUNTIME RACK MOUNT
1	T8341	GRV 8000 COMPARATOR
2	CA03084AA	ADD: COMPARATOR
2	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
2	CA03316AA	ADD: DIGITAL CONV VOTING SOFTWARE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T8341	GRV 8000 COMPARATOR
1	CA03084AA	ADD: COMPARATOR
1	CA03320AA	ADD: ASTRO 25 CONVENTIONAL SOFTWARE
1	CA03316AA	ADD: DIGITAL CONV VOTING SOFTWARE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7039	GTR 8000 Base Radio
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ

1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA01400AA	ADD: POWER CABLE, DC
1	T7039	GTR 8000 Base Radio
1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR13501026S	UPS, 9PX, 1350W, 120V, SOFTWIRED, 26 MIN RUNTIME RACK MOUNT
1	T7039	GTR 8000 Base Radio
1	X265AP	ADD: BR PRESELECTOR 380-512 MHZ
1	X640AL	ADD: UHF R2 (435-524 MHZ)
1	CA01948AA	ADD: CONVENTIONAL SOFTWARE
1	CA01505AA	ADD: ASTRO 25 CONVENTIONAL VOTING SOFT
1	CA01953AA	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	DLN6896	FRU: PA UHF R2

1	DLN6887	FRU: XCVR UHF R2 V2 PWR EFF OPT CRD
1	DLN1374	FRU: CABINET LNA MODULE UHF 435-524
1	DLN1375	FRU:UHF 435-524 MHZ SITE LNA MODULE
1	DLN6781	FRU: POWER SUPPLY
1	DLN6805	FRU: ENERGY EFFICIENT POWER SUPPLY
1	DLN6898	FRU: FAN MODULE
1	DLN6455	CONFIGURATION/SERVICE SOFTWARE
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR13501026S	UPS, 9PX, 1350W, 120V, SOFTWIRED, 26 MIN RUNTIME RACK MOUNT
1	DLN6886	FRU: XCVR UHF R2 V2 W/OPTION CARD

1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X302AR	ADD: QTY 2 GPW 8000 RECEIVER
2	X640AN	ADD: UHF R2 (435-524 MHZ)
2	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	T7540	GPW 8000 RECEIVER
1	CA00718AA	ADD: ASTRO SYSTEM RELEASE 7.18
1	CA01400AA	ADD: POWER CABLE, DC
1	X301AR	ADD: QTY 1 GPW 8000 RECEIVER
1	X640AN	ADD: UHF R2 (435-524 MHZ)
1	CA01948AB	ADD: CONVENTIONAL SOFTWARE R/X ONLY
1	CA01953AB	ADD: POWER EFFICIENCY PACKAGE
1	CA03111AA	ADD: CEC COMPLIANCE
1	CA00975AA	ADD: BATTERY TEMP SENSOR EXTENSION CABLE
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	DDN2190	PENTAIR CABINET 60 INCH -NON CANCELLABLE, NON RETURNABLE
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	DS9PXXR13501026S	UPS, 9PX, 1350W, 120V, SOFTWIRED, 26 MIN RUNTIME RACK MOUNT



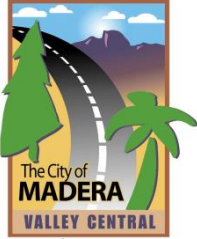
5 Position MCC 7500E Dispatch Console Upgrade

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0237	SINGLE ZONE CONV NON-RED CORE
1	CA01896AB	ADD: BACKHAUL SWITCH
1	CA01663AB	ADD: RACK
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56 COMPLIANT
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
2	DS3750297	BREAKER, 15 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
10	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
2	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	CLN1868	2930F 24-PORT SWITCH
1	T8303	IP PACKET CAPTURE EXPANSION
1	DLN6966	FRU: GCP 8000/GCM 8000/GPB 8000
1	CLN1866	FRU: 1M DAC CABLE
1	DLN6972	FRU: DL380 G9 POWER SUPPLY
1	DLN6865	600 GB HARD DRIVE
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
5	UA00653AA	ADD: BASIC CONSOLE OPERATION
5	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
5	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
5	UA00658AA	ADD: SECURE OPERATION
5	UA00249AA	ADD: 15 RADIO RESOURCES LICENSE
1	B1949	MCC 7500E SOFTWARE DVD
5	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
5	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
10	B1952	SPEAKER, DESKTOP, USB
10	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
10	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
10	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M



5	B1941	USB AUDIO INTERFACE MODULE
5	B1951	MICROPHONE, DESKTOP, USB
5	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
10	B1913	MCC SERIES HEADSET JACK
5	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR USE WITH MOTOROLA MCC 7500 DISP
5	T7885	MCAFFEE WINDOWS AV CLIENT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSF2B56AA	USB EXTERNAL DVD DRIVE
5	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
5	DSGXTT0450N017	UPS, GXT TOWER 500VA/450W,17 MINUTE RUNTIME 120/120V SOFTWIRED
1	TKN8531C	CABLE FOR RNC, DIU MGE G
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	B1941	USB AUDIO INTERFACE MODULE
2	B1952	SPEAKER, DESKTOP, USB
2	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03412AA	ADD: USB CABLE, TYPE C TO TYPE C, 4.5M
1	B1913	MCC SERIES HEADSET JACK
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	DSTG191B	TECH GLOBAL EVOLUTION SERIES 19INCH NON TOUCH
1	F2979	MLC 8000
1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
1	F2979	MLC 8000
1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK

1	F2979	MLC 8000
1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
1	F2979	MLC 8000
1	VA00784AA	ANALOG CONVENTIONAL VOTING COMPARATOR/GATEWAY
1	VA00012AA	ADD: 120/240VAC TO +12VDC POWER ADAPTER
1	VA00011AA	19INCH RACK MOUNT HARDWARE KIT CABINET OR RACK
1	L30QSS9PW1 N	APX CONSOLETTTE UHF R1 MP
1	G806	ADD: ASTRO DIGITAL CAI OPERATION
1	G48	ENH: CONVENTIONAL OPERATION
1	CA01598	ADD: AC LINE CORD US
1	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
1	G78	ADD: 3Y ESSENTIAL SERVICE
1	HKN6233C	ASSEMBLY,ACCESSORY,APX CONSOLETTTE RACK MOUNT TRAY HARDWARE KIT
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS
1	L30KSS9PW1 N	APX CONSOLETTTE VHF
1	G241	ENH: SW ASTRO READY (ANALOG)
1	G48	ENH: CONVENTIONAL OPERATION
1	CA01598	ADD: AC LINE CORD US
1	L998	ADD: LIMITED FRONT PANEL W/CLOCK/VU
1	G78	ADD: 3Y ESSENTIAL SERVICE
1	HKN6233C	ASSEMBLY,ACCESSORY,APX CONSOLETTTE RACK MOUNT TRAY HARDWARE KIT
1	DSRMP615A	SPD, TYPE 3, 120V RACK MOUNT, 15A PLUG-IN W/ (6) 15A NEMA 5-15 OUTLETS



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: May 15, 2019

Arnoldo Rodriguez

Department Director

Agenda Number: C-3

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

SUBJECT:

Consideration of a Resolution amending the Fiscal Year 2018/2019 Annual budget to appropriate funds in the amount of \$136,000 in the Measure K Fire Department Budget for the purchase of equipment

RECOMMENDATION:

The Fire Department recommends that Council adopt the attached resolution to purchase of equipment for Truck 58 and a firefighting UTV.

SUMMARY:

Ladder Truck

The City recently purchased Truck 58, a Fire ladder truck for \$1,496,089. The ladder truck is equipped with a 103 foot ladder allowing first responders to quickly and safely respond to emergency situations. At the time of purchase, it was understood that additional equipment would be needed given that trucks are not typically outfitted with equipment, allowing fire departments to supply the equipment of their choice. In certain circumstances, fire departments are replacing trucks. Under such circumstances, equipment from one truck may be reassigned to another. In Madera’s case, this is a new truck and the City does not have excess equipment that it can utilize.

While the new ladder truck has yet to be deployed, Fire Department personnel recently received training on how to use the various components of the truck. As a result, the purchase of the equipment will allow the City to prepare to deploy the truck. Staff is requesting a budget amendment of \$106,000 for the purchase of the equipment, necessary to place the truck in service.

Firefighting Utility Vehicle

A second budget amendment is being requested is to purchase a \$30,000 firefighting UTV. Currently, the City does not have such a vehicle. The need for a UTV arose from calls for service largely in the Fresno River that traverses the City. Table 1 provides a summary of calls for service.

Table 1: Calls for service in the Fresno River

	Year		
	2016	2017	2018
Vegetation fires	18	25	50
Debris fires	16	28	27
Medical aids	6	13	5
Other reported fires	8	4	8

While the City has a Type 6 engine, it does not have the ability to access areas underneath bridges and tight areas along the river banks. Today, firefighters generally station their vehicles along access roads and walk to the patient or fire. Fires are extinguished by doing a hose lay to the fire, which is labor intensive and time consuming. Worth noting is that the County also has 4x4 engines that can navigate bike baths in certain circumstances however they are nearing their end of service life.

If approved, the UTV will be housed at Station 56 (317 N. Lake Street) proximate to the Fresno River. It will be stored indoors and is expected to have a service life of between 10 to 15 years.

Obtaining quotes has been challenging, given that many manufactures sell components which must be assembled. One quote for a complete unit was \$49,200. Fortunately, staff was able to locate a demonstration UTV for \$30,000. The cost to build was \$37,000 with an original sales price of \$43,000. The demonstration unit is fully equipped and provides 100 gallons of water, ideal for small fire suppression.

The following pictures are of the unit.



DISCUSSION:

Measure K was approved by voters with an overwhelming 80 percent approval rate. The ladder truck was purchased by the City utilizing Development Impact Fees but the cost did not include equipment to utilize the resource to its fullest capabilities, therefore necessitating the need for additional funding from Measure K funds. The need for the firefighting UTV arose from the calls for service along the river.

FINANCIAL IMPACT:

The total costs for the equipment and UTV is \$136,000. The City of Madera Fire Department's Measure K budget is the mechanism for the funding. As a policy, Measure K funding is split evenly between the Police and Fire Departments. Based on current projections by Muni Services, the City's Sales Tax consultants, Measure K revenue is expected to exceed projections for fiscal year 2018/2019. Regardless, as of April 3, 2019, the Fire Department received \$4,154,290 and has expended \$1,087,480. All expenses have been related to the construction of the new Fire Station, sans a few minor expenses. After utilizing the \$136,000, the remaining Fire Department Measure K fund balance would be \$3,202,810, which is expected to be used toward the construction of the new Fire Station.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 421: First Response Emergency Services: Ensure the safety and protection of Madera and its community members through adequate first response to emergencies. Maintain sufficient resources to expand protection as the community grows.

ALTERNATIVES:

Potential alternatives may include:

1. Not purchasing the equipment or modifying staff's request.
2. Direct staff to conduct additional research.
3. Deny the purchase.

ATTACHMENTS:

1. Resolution
2. Exhibit AA, Budget Appropriation

Attachment 1:
Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AMENDING THE FISCAL YEAR (FY) 2018/19 ANNUAL BUDGET TO
APPROPRIATE FUNDS IN THE AMOUNT OF \$136,000 IN THE MEASURE
K FIRE BUDGET FOR THE PURCHASE OF EQUIPMENT.**

WHEREAS, the City Council previously adopted a City-wide budget for the 2018/19 fiscal year;
and

WHEREAS, the City has determined that it is prudent to purchase \$106,000 worth of equipment for the newly-purchased ladder truck, so that the ladder truck can be put to proper use; and

WHEREAS, the City has determined that it is prudent to purchase a \$30,000 utility vehicle (UTV) to be used in the river beds and other locations where other fire vehicles may not be able to access; and

WHEREAS, expenditure accounts will need to be increased by \$136,000 within the Measure K Fire budget to fund the purchase of ladder truck equipment and the UTV; and

WHEREAS, an adequate fund balance is available in the Measure K Fire Fund to allow for said increase of appropriations.

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 budget of the affected Measure K Fire Fund is hereby amended to include the appropriate changes shown in Exhibit AA to this resolution.
3. A signed copy of this resolution shall be placed on file in the Office of the Director of Finance who shall prepare entries necessary to reflect budget changes identified in the City's accounting system.
4. This resolution is effective immediately upon adoption.

Attachment 2:
Exhibit AA, Budget Appropriation

EXHIBIT AA

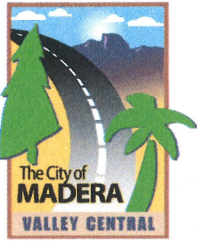
CITY OF MADERA

Budget Appropriations: Res. 19- 5/15/2019

Budget Adjustments for Fiscal Year 2018/19

<u>ORG CODE</u>	<u>OBJECT CODE</u>	<u>DESCRIPTION</u>	<u>(+)</u>	<u>(-)</u>
Measure K Fire				
10252500	7000	Vehicles and Equipment	106,000	
10252500	7000	Vehicles and Equipment	30,000	
10252500	4085	Measure K Revenue - Fire		136,000
			<u>\$ 136,000</u>	<u>\$ 136,000</u>

To appropriate \$106,000 for the purchase of fire truck equipment and \$30,000 for the purchase of a UTV with funding from higher-than-anticipated Measure K Revenue - Fire.



REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: C-4

SUBJECT:

Second reading and consideration of adoption 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:

It is recommended that the City Council (Council) adopt the ordinance rezoning the subject property.

SUMMARY:

The Council introduced the ordinance amendment at its May 1st meeting. The second reading and adoption of the ordinance would complete the amendment process, refreshing current ordinance related to smoking in the City, and adding provisions prohibiting smoking in recreational areas of the community.

DISCUSSION:

At the Council's February 20th meeting, Council gave direction to staff in support of updating City ordinance related to smoking to include a prohibition of smoking in City park facilities because of a heightened awareness of the harmful effects of secondhand smoke. In conjunction with the update of City ordinance, staff included verbiage that addressed new smoking trends such as vaping, e-cigarettes and cannabis, and incorporated new definitions that account for changes in smoking related activities and smoking related business practices. An exception allows smoking at the golf course. A chapter of ordinance specific to smoking in City facilities only would be 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 adoption of the ordinance. Those include:

1. Discontinue the ordinance amendment process.
2. Continuing the item with direction to staff to provide additional information.
3. Provide staff with other alternative directives.

ATTACHMENTS:

1. Ordinance

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 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.

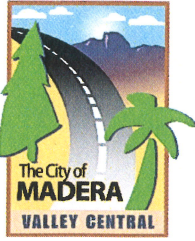
This chapter shall not be interpreted or construed to permit smoking where it is otherwise restricted by other applicable laws.]

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.

* * * * *



REPORT TO CITY COUNCIL

Approved by:



Department Director



Arnoldo Rodriguez, City Manager

Council Meeting of: May 15, 2019

Agenda Number: C-5

SUBJECT:

Second reading and consideration of adoption 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:

It is recommended that the City Council (Council) adopt the ordinance rezoning the subject property.

SUMMARY:

The Council introduced the rezone ordinance at its May 1st meeting. The second reading and adoption of the rezoning ordinance would complete the rezoning process, enabling the development of a 134-lot single family residential subdivision that includes a 1.69-acre park space.

DISCUSSION:

On April 9, 2019, the Planning Commission (Commission) approved a 134-lot tentative subdivision map, adopted a negative declaration consistent with the California Environmental Quality Act and adopted a resolution 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 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 average lot size proposed by the tentative subdivision map is 5,818 square feet, consistent with the requirements of the PD-4500 zone and the density requirements of the LD (Low Density) General Plan land use designation.

At the May 1st introduction of the ordinance, the Council had extended dialogue concerning the required inclusion of the subdivision in Community Facilities District 2005-01 (CFD). As advised during introduction, the requirement for inclusion in the CFD is a condition of approval of the subdivision map and is not under the discretion of the Council in the rezoning request under consideration at this time.

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 landscape maintenance district and 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:

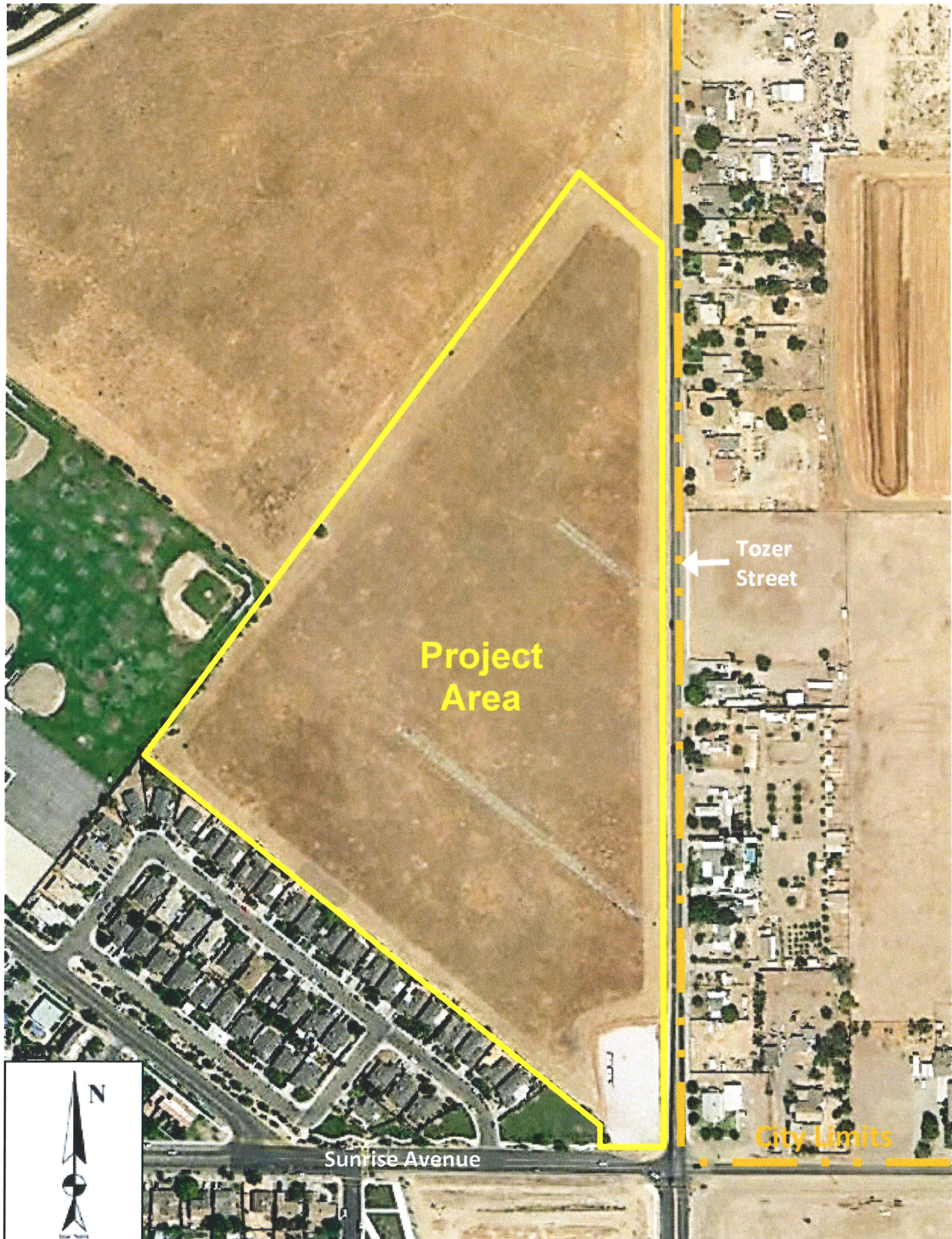
The City Council could consider alternatives other than staff's recommendation of adoption of the rezone ordinance. Those include:

1. Denial of the request for rezoning. Should the requests be denied, the project site would remain within the 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.
3. Provide staff with other alternative directives.

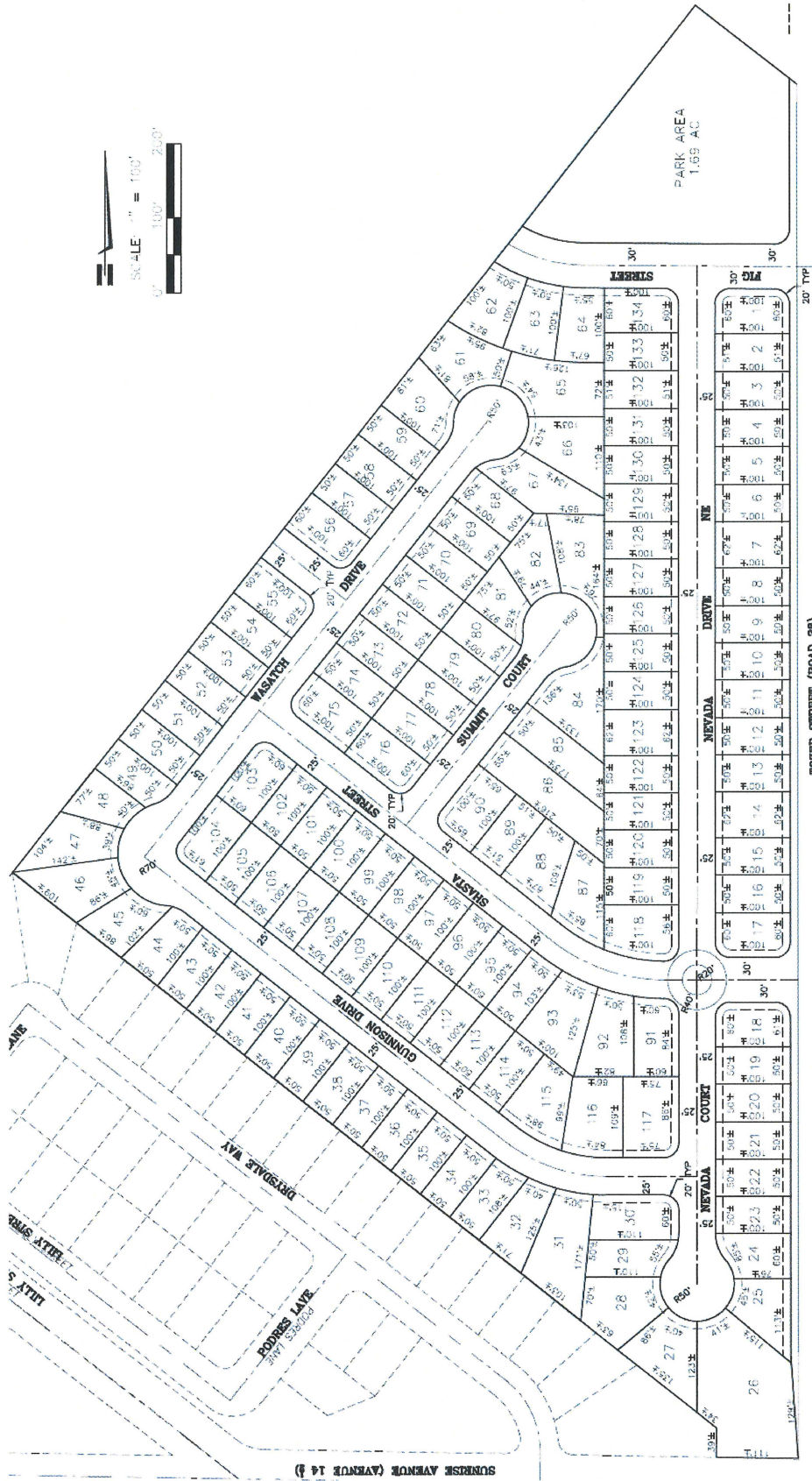
ATTACHMENTS:

1. Aerial Map
2. Subdivision Map
3. Ordinance
Exhibit A - Zoning Map

Attachment 1: Aerial Photo



Attachment 2: Subdivision Map



SOMERSET AVENUE (AVENUE 14)

Attachment 3: 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.

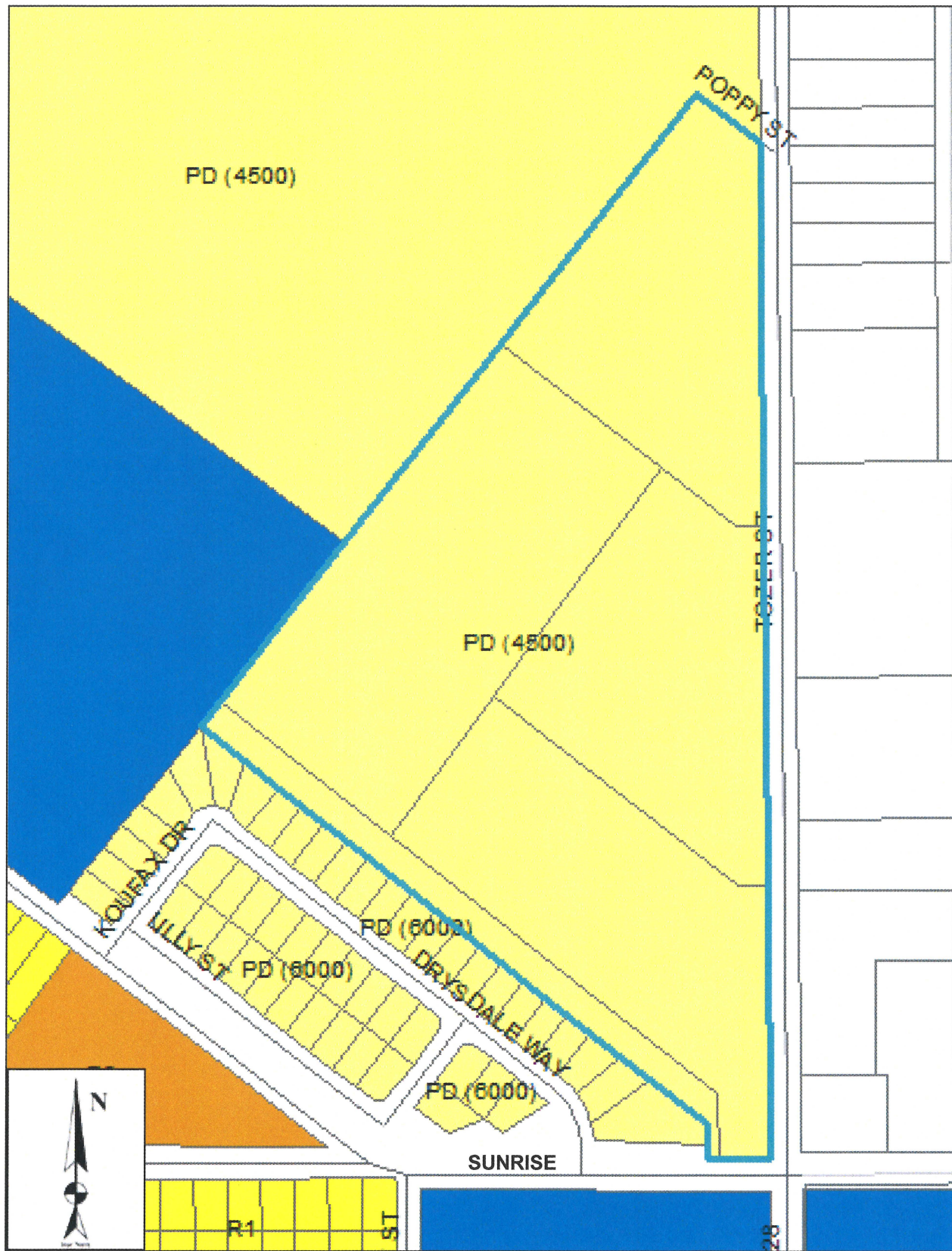
SECTION 3. The Council hereby approves the rezoning of the above-described property by rezoning it from the R-1 (Low Density) to the PD-4500 (Planned Development) Zone District in the manner required by Chapter 3 of Title X of the Madera Municipal Code. The Council hereby amends the City of Madera Zoning 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.

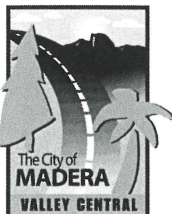
SECTION 4. Unless the adoption of this amendment to the Zoning Map is lawfully stayed, thirty-one (31) days after adoption of this amendment, the Planning Manager and City Clerk shall cause these revisions to be made to the City of Madera Zoning Map which shall also indicate the date of adoption of this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





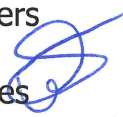
Interoffice Memorandum

Human Resources Department

RETURN TO AGENDA

Date: 5/9/2019

To: Honorable Mayor and City Council Members

From: Wendy Silva, Director of Human Resources 

Subject: Late Distribution of Report for Item C-6

Item C-6, Consideration of a Resolution Approving an Agreement for Interim Legal Services, will be a late distribution due to the timing of the expedited Request for Proposals.