

**REGULAR MEETING
OF THE MADERA CITY COUNCIL
And
REGULAR MEETING OF THE
MADERA PUBLIC FINANCING AUTHORITY
205 W. 4th Street, Madera, California 93637**

JOINT MEETING NOTICE AND AGENDA

**Wednesday, October 7, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

**ROLL CALL: Mayor/Authority Chairperson Robert L. Poythress
Mayor Pro Tem/Authority Member William Oliver
Council/Authority Member Charles F. Rigby
Council/Authority Member Sally J. Bomprezzi
Council/Authority Member Andrew J. Medellin
Council Member / Authority Vice Chairperson Donald E. Holley
Council/Authority Member Derek O. Robinson Sr.**

INVOCATION: Pastor David Votaw, Harvest Community Church

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 Proclamation Recognizing Fire Prevention Week

INTRODUCTIONS

1. Richard Gonzales, Police Officer
2. Clay Hoover, Police Officer

A. WORKSHOP

- A-1 Quarterly Report by Mid Valley Disposal on Solid Waste Diversion (Report by Dave Randall and Presentation by Mid Valley Disposal)

B. CONSENT CALENDAR

- B-1 A. City Minutes – 5/20/15
B. MPFA Minutes – 10/1/14, 5/6/15j
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Minute Order Consenting to a Substitution of Listed Subcontractor(s) by Frank Loduca, General Engineering Contractor for the City of Madera Laurel Street Bike Path Sunset Avenue to Fresno River Trail Federal Project No. CML 5157 (097) SJVAPCD Project No. C-28159-A, City Project No. PK-12 (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving Amendment No. 3 to the Agreement with AECOM USA, Inc. for Design Services for Sewer and Storm Drain Projects (Report by Keith Helmuth)
- B-5 Consideration of a Resolution Approving Amendments to the Fiscal Year 2015-2016 Capital Projects Budget Appropriating Funds to Specified Accounts for Inclusion of Conduit for Future Lighting in the Laurel Bike Path Project (Report by Mary Anne Seay)
- B-6 Consideration of a Minute Order Accepting the Surface Seals at Various Streets City Project No. ST 14-08 and Authorizing Recording of the Notice of Completion (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving Amendment No. 1 to Agreement with AECOM Technical Services, Inc. for Professional Engineering Services for the Installation of a New Compressed Natural Gas (CNG) Compressor Project, Federal Project No. CML 5157 (085) (Report by Keith Helmuth)
- B-8 Consideration of a Resolution Approving an Agreement between the City of Kerman and the City of Madera for Firearms Training Range Use and Authorizing the Mayor to Sign the Agreement on Behalf of the City (Report by Steve Frazier)
- B-9 Consideration of a Resolution Approving the Program Supplement Agreement No. N051 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N051 for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase 1 Federal Project Number CML 5157 (098) (Report by Keith Helmuth)
- B-10 Consideration of a Resolution Approving the Program Supplement Agreement No. N052 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N052 for the Fresno River Trail between North-South Trail Behind Montecito Park and Granada Drive Phase II Federal Project Number CML 5157 (099) (Report by Keith Helmuth)
- B-11 Consideration of a Resolution Approving the Program Supplement Agreement No. N050 and Authorizing the City Engineer to Execute the Program Supplement Agreement No. N050 for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project Number CML 5157 (102) (Report by Keith Helmuth)

- B-12 Consideration of a Resolution Approving an Agreement Between the City of Madera and ExecuTime Software, LLC, an Oklahoma Limited Liability Company, for the Purchase of Implementation Services, Training, Hardware and the Access to and Use of the ExecuTime Software Application, Authorizing the Mayor to Execute the Agreement on Behalf of the City, Authorizing the City Administrator or his Designee to Approve Proposals and Scopes of Work as Contemplated in the Agreement, and Approving Amendments to the City of Madera 2015/2016 Budget (Report by Tim Przybyla)
- B-13 Consideration of a Resolution Approving an Agreement with California State University, Fresno Foundation for Services Provided by the Office of Community and Economic Development to Produce and Deliver a Three-Part Bilingual (Spanish and English) Small Business Development Workshop and Provide Post Workshop Follow-up Consultations to Workshop Participants and Authorizing the Mayor to Execute the Agreement (Report by Ted Uyesaka)
- B-14 Consideration of a Minute Order of the Council of the City of Madera, California Authorizing the Acceptance of a National Insurance Crime Bureau Vehicle Donated to the Madera Police Department and Authorize the Chief of Police to Execute All Documents Necessary to Accept the Donation (Report by Steve Frazier)
- B-15 Consideration of a Resolution of the City Council of the City of Madera, California Authorizing the City Administrator and Finance Director to Engage Selected Parties for Professional Services Relating to the Issuance of Wastewater and Water Revenue Refunding Bonds (Report by Tim Przybyla)
- B-16 Consideration of a Resolution Approving a Medical Services Agreement with Concentra (Report by Wendy Silva)

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

- C-1 Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines (Report by Brent Richardson)
- C-2
 - A. Consideration of a Resolution of the City Council of the City of Madera Authorizing Execution of a Second Supplemental Installment Sale Agreement for the Wastewater System, A Third Supplemental Installment Sale Agreement for the Water System with the Madera Public Financing Authority, in Connection with the Refunding of the Authority's Outstanding Water and Wastewater Revenue Bonds, Series 2006 (City)
 - B. Consideration of a Resolution of the Board of the Madera Public Financing Authority Authorizing the Issuance of Madera Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2015 and the Execution and Delivery of a Trust Agreement and a Second Supplemental Installment Sale Agreement Related Thereto and Water Revenue Refunding Bonds, Series 2015 and the Execution and Delivery of a Trust Agreement and A Third Supplemental Installment Sale Agreement Related Thereto, and Delegating to the Chairperson of the Authority the Power to Authorize the Sale of Said Bonds and to Take Certain Related Actions in Connection Therewith (MPFA) (Report by Tim Przybyla)

D. WRITTEN COMMUNICATIONS

- D-1 Consideration of a Written Request by the Madera High School Seeking Council Approval to Waive Permit Fees and Cover the Cost of Police and Public Works Efforts in Association with Their Homecoming Parade (Report by Steve Frazier)

- D-2 Written Communication from Tom DaSilva Regarding Mid Valley Disposal Exclusive Franchise for Construction and Demolition Debris

E. ADMINISTRATIVE REPORTS

- E-1 Informational Report on Participation in a Multi-Jurisdictional Local Hazard Mitigation Plan Update with Madera County (Report by Wendy Silva)
- E-2 Weekly Water Conservation Reports (Report by Dave Randall)

F. COUNCIL REPORTS

- F-1 Discussion on the City's Role and Involvement in Potential Sites for the High Speed Rail Heavy Maintenance Facility and Direction to Staff (Mayor Pro Tem Oliver)
- F-2 Mayor's Appointment of an Alternate Board Member to the Madera County Transportation Commission (Report by Sonia Alvarez)

G. CLOSED SESSION

- G-1 Closed Session Announcement – City Attorney
- G-2 Conference with Legal Counsel – Existing Litigation. Subdivision (d)(1) of Government Code §54956.9
- One case: City of Madera v. Roy Roberts et al.
Madera Superior Court Case No. MCV062827
- G-3 Closed Session Report – City Attorney

ADJOURNMENT – Next regular meeting October 21, 2015

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.

Para asistencia en Español sobre este aviso, por favor llame al (559) 661-5405.

I, Sonia Alvarez, City Clerk for the City of Madera, declare under penalty of perjury that I posted the above joint meeting notice and agenda for the regular meeting of the Madera City Council and regular meeting of the Madera Public Financing Authority for October 7, 2015, near the front entrances of City Hall at 3:00 p.m. on October 2, 2015.



Sonia Alvarez, City Clerk

Office of the Mayor

City of Madera
State of California

FIRE PREVENTION WEEK 2015

WHEREAS, the City of Madera is committed to ensuring the safety and security of all those living in and visiting our City; and,

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and,

WHEREAS, the nonprofit National Fire Protection Association (NFPA) notes that roughly half of all home fire deaths result from fires reported between 11:00 p.m. and 7:00 a.m., when most people are asleep; and,

WHEREAS, smoke alarms save lives, and having a working smoke alarm has reduced the fire death rate in a reported fire in half; and,

WHEREAS, Madera City's first responders are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education; and,

WHEREAS, Madera City residents are responsive to public education measures and are able to take personal steps to increase their safety from fire; and,

WHEREAS, residents who use smoke alarms, and have planned and practiced a home fire escape plan are more prepared and will therefore be more likely to survive a fire; and,

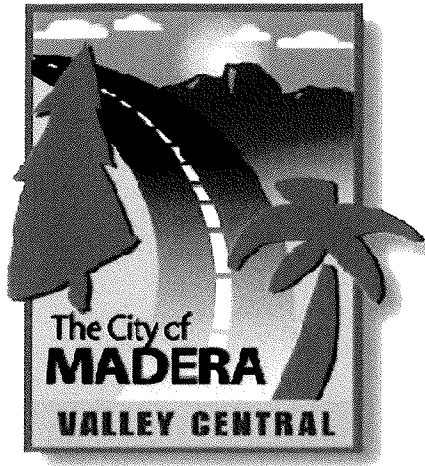
WHEREAS, the 2015 Fire Prevention Week theme, "Hear the BEEP where you SLEEP" effectively serves to remind us all of the simple actions we can take to stay safer from fire during Fire Prevention Week and year-round.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Madera, State of California, that we do hereby proclaim the week of October 4, 2015 through October 10, 2015 as FIRE PREVENTION WEEK, and we urge all the people of the City of Madera to heed the important safety messages of Fire Prevention Week 2015, and visit the website www.firepreventionweek.org to support the many public safety activities and efforts of Madera City's fire and emergency services.

Signed and dated this 7th day of October 2015 by
Mayor Robert L. Poythress.



Mayor



REPORT TO CITY COUNCIL

MEETING DATE: October 7, 2015

AGENDA ITEM NUMBER: A-1

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Workshop: Quarterly Report by Mid Valley Disposal on Solid Waste Diversion

The attached handouts will be part of a brief workshop presented by the City's solid waste hauler, Mid Valley Disposal. This is the inaugural report of what we hope to make a regular quarterly report for the Council's information. While there are no specific decisions to be made or requests for direction on any specific topic being sought, any comments from the Council are of value to the staff to insure we are meeting your expectations.



City of Madera Quarterly updates
2nd Quarter 2015

Mandatory Commercial Recycling Site visits plan of action

The City's Recycling Coordinator schedules commercial site visits two times per week. Annette Kwock, Mid Valley Disposal's Recycling Coordinator is assessing each site to determine appropriate level of recycling services needed.

Site visits are organized by quadrants. The Recycling Coordinator targets each business within a specific section, then moves to the next quadrant once complete. Annette visits about 15-25 sites each day.

In addition, if a driver provides Annette with a recycling lead based on his observations when servicing trash, she will contact that customer immediately and schedule a waste assessment.

During commercial site visits our Recycling Coordinator is educating each business owner and manager on the Mandatory Commercial Recycling law AB341 and the City's Solid Waste Ordinance. In addition, provides technical assistance as needed, including presentations, free educational materials, and answers to any service questions.



GREEN LIVING

Quarter 2

WWW.MIDVALLEYDISPOSAL.COM

15300 W JENSEN AVE. KERMAN, CA 93630

1.800.706.5779

EARTH DAY

In honor of Earth Day, Madera Coalition invited Mid Valley Disposal to their celebration. Children and adults attended in the planting of lettuce and flowers. With over 45 attendees, Mid Valley Disposal provided recycling education, Earth Day awareness and gave out goodies for the children. Everyone had a great time at this successful event. It was great to have Council Member Donald Holly taking part in the Earth Day project.

JOHN ADAMS ELEMENTARY

On Earth Day (April 22nd) Mid Valley Disposal's Recycling Coordinator headed out to John Adams Elementary school. We were able to deliver five presentations and targeted over 120 students. Mid Valley Disposal had a great time teaching the students the importance of recycling for our Earth and our environment. The students enjoyed singing the 4 "R's" song and playing the recycle game. The children also received coloring books to keep learning about the importance of recycling.



Earth Day



John Adams Elementary



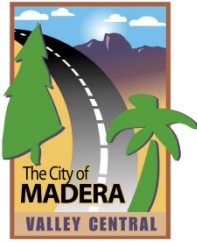
Radio Shack

2ND QUARTER COMMERCIAL SITE VISITS

During the month of June, Mid Valley's Recycling Coordinator headed out for the second quarter site visits in Madera's commercial sector. With over 22 businesses visited, they have shown great recycling efforts. We provided AB 341 information and recycling brochures to everyone and informed about the mandatory recycling ordinance imposed by the city, which requires businesses with refuse to also arrange for recycling services. Places like Panda Express and Radio Shack are showing great examples of diverting waste. Good job city of Madera!

Quarter 2 Tonnage Report

	Residential	Commercial
Recycling	774	313
Green Waste	1,684	9
Refuse	3,510	3,439
Total Diversion	41%	8%



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

**May 20, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

The regular meeting for 5/20/15 was called to order by Mayor Poythress at 6:00 p.m.

ROLL CALL:

Present: Mayor Robert L. Poythress
Mayor Pro Tem William Oliver
Council Member Charles F. Rigby
Council Member Sally J. Bompreszi
Council Member Andrew J. Medellin
Council Member Donald E. Holley
Council Member Derek O. Robinson Sr.

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Commander Dino Lawson, Utility Billing Supervisor Steve Hughes, and Fire Chief Nancy Koerperich.

INVOCATION: Pastor Garland Wilson, New Generation

The invocation was given by Pastor Barry Benard from Westside Christian Fellowship in place of Pastor Wilson who was unable to attend.

PLEDGE OF ALLEGIANCE: Council Member Robinson led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

No comments were offered.

PRESENTATIONS Presentation Tire Derived Product Grant

Mayor Poythress commented that this is always a great part of the meeting for him. He noted that anytime they see a giant check here, that is always a good thing. Mary Anne Seay, the Director of Parks

and Community Services, joined him at the podium. Mayor Poythress commented that this is all about TDP, Tire-Derived Products Grant and asked Ms. Seay to fill them in on what this is all about.

Mary Anne Seay, Director of Parks and Community Services, stated that TDP stands for Tire-Derived Product. She thanked Daniel Abdella, Grants Administrator, for always being on the lookout for Parks and Community Services. She noted that he has identified this grant not once, not twice, but thrice. With just the last two awards they have close to \$100,000 in tire-derived product. She noted that this is a kind of rubberized mulch that they use as playground fall surface. They will be installing this at Knox Park located at Knox and "A" Streets. She added that they are currently undergoing a rehabilitation project there and it will accompany a new playground feature on the top tier there.

Mayor Poythress stated that this will fund pretty much the whole project and then some.

Ms. Seay agreed.

Mayor Poythress thanked Ms. Seay. Ms. Seay presented the ceremonial check to Mayor Poythress.

Mayor Poythress stated that there are so many times that people talk about grants. He commented that many times people will ask if there isn't a grant for this and that. He asked that they believe him that if there is a grant out there, Mr. Abdella has looked for it, he has looked into it. Mayor Poythress thanked Mr. Abdella for all his great work.

A. WORKSHOP

There are no items for this section.

B. CONSENT CALENDAR

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

B-2 Information Only – Warrant Disbursement Report

B-3 Consideration of a Resolution Approving the Submission of Grant Applications to the Active Transportation Program and Authorizing the City Administrator, or Designee, to Execute all Required Grant Documents (Report by Daniel Abdella)

B-4 Consideration of a Resolution Approving the Submission of a Letter of Support for the Madera County Transportation Commission Active Transportation Program Grant Application and Authorizing the Mayor to Sign on Behalf of the City (Report by Daniel Abdella)

B-5 Consideration of a Resolution Approving an Agreement with CostTree, LLC for Cost Allocation Plan Software and Authorizing the Mayor to Execute the Agreement (Report by Tim Przybyla)

B-6 Consideration of a Resolution Approving a 2015/2016 Community Development Block Grant Agreement for Services with the Successor Agency to the Former Madera Redevelopment Agency for Code Enforcement Services (Report by Daniel Abdella)

B-7 A. Consideration of a Resolution Approving Annexation of Parcel A of Parcel Map 90-P-02 into Zone of Benefit 51; Confirming the Diagram and Assessments for Parcel A of Parcel Map 90-P-02 for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year 2015/2016; and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor

- B. Consideration of a Resolution Approving Annexation of Parcel 1 of Parcel Map 14-P-03 into Zone of Benefit; Confirming the Diagram and Assessments for Parcel 1 of Parcel Map 14-P-03 for City Wide Landscape and Lighting Assessment District Zone of Benefit 51 for Fiscal Year 2015/2016; and Authorizing the City Clerk to File the Diagram and Assessment with Madera County Auditor (Report by Keith Helmuth)

Mayor Poythress asked if there are any items on the consent calendar that a Council Member would like pulled for further discussion or elaboration. No requests were made and Mayor Poythress announced that he would accept a motion for action.

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

RES. NO. 15-79 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE SUBMISSION OF GRANT APPLICATIONS TO THE CALIFORNIA ACTIVE TRANSPORTATION PROGRAM

RES. NO. 15-80 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE SUBMISSION OF A LETTER OF SUPPORT FOR THE MADERA COUNTY TRANSPORTATION PROGRAM GRANT APPLICATION AND AUTHORIZING THE MAYOR TO SIGN ON BEHALF OF THE CITY

RES. NO. 15-81 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH COSTTREE, LLC FOR COST ALLOCATION PLAN SOFTWARE AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT

RES. NO. 15-82 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING A 2015/2016 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES WITH THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY FOR CODE ENFORCEMENT SERVICES

RES. NO. 15-83 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION PARCEL A OF PARCEL MAP 90-P-02 INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR PARCEL A OF PARCEL MAP 90-P-02 FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR 2015/2016; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

RES. NO. 15-84 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING ANNEXATION PARCEL 1 OF PARCEL MAP 14-P-03 INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENTS FOR PARCEL 1 OF PARCEL MAP 14-P-03 FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF BENEFIT 51 FOR FISCAL YEAR 2015/2016; AND AUTHORIZING THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH THE MADERA COUNTY AUDITOR

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

C-1 Second Reading and Consideration of Adoption of an Ordinance Amending Chapter 7 of Title VIII of the Madera Municipal Code Pertaining to the Municipal Utilities

Director of Financial Services Tim Przybyla advised that this is the second reading in consideration of the adoption of an ordinance of the City Council pertaining to utility billing. He commented that the ordinance was introduced on May 6th and is now being brought back for second reading and adoption. He noted that staff recommends the Council adopt this ordinance amending Chapter 7 of Title VIII of the Madera Municipal Code pertaining to municipal utilities.

Mayor Poythress asked if there are any questions for Mr. Przybyla. No questions were asked and Mayor Poythress called for reading of title.

The ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER BOMPREZZI, AND SECONDED BY MAYOR PRO TEM OLIVER, FURTHER READING WAS WAIVED, AND ITEM C-1, ORD. NO. 919 C.S., WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 919 C.S. ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING CHAPTER 7 OF TITLE VIII OF THE MADERA MUNICIPAL CODE PERTAINING TO MUNICIPAL UTILITIES

C-2 Second Reading and Consideration of Adoption of an Ordinance of the City Council of the City of Madera, California Amending Title X: Planning and Zoning of the Madera Municipal Code to be in Compliance with the State Department of Housing and Community Development Requirements for Qualification for the Housing Element Streamlined Review Process

Planning Manager Chris Boyle advised that the Council introduced this ordinance on May 6th which would allow for the City to qualify for the HCD Streamlining Process. Mr. Boyle noted that staff and the Planning Commission continue to recommend adoption of the ordinance. Mr. Boyle offered to answer any questions.

Mayor Poythress asked if there are any questions for Mr. Boyle. No questions were asked and Mayor Poythress called for reading of title.

ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, ITEM C-2, ORD. NO. 920 C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 920 C.S. ADOPTION OF AN ORDINANCE AMENDING THE MADERA MUNICIPAL CODE TO PROVIDE ELIGIBILITY FOR AND COMPLIANCE WITH THE HOUSING ELEMENT STREAMLINED REVIEW PROCESS OF THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

C-3 Confirmation of Direction on Proposed Water and Sewer Utility Fee Rate Increases and Consideration of a Resolution Approving a Date for a Prop 218 Public Hearing for Proposed Water and Sewer Utility Fee Rate Increases

Public Works Operations Director Dave Randall stated it has taken them a little while to get here. They started on this quite some time ago. They were near completion last October but they realized that if they had moved forward they wouldn't have had the opportunity to have this Council have the whole picture and they would be living with something that was just handed to them at the last minute. They didn't think having them adopt something like that at their first meeting was right.

Mr. Randall stated they prepared the rate study and then along came a few issues such as conservation and other issues. He noted that it has been a bit timely so that they could address those issues at the same time. He advised that they have heard their consultant Raftelis provide them with some options for the financial viability of the water and sewer fund. They have discussed some of their options and they have since prepared the rate study and the rates for their consideration. He advised that tonight's purpose is not to actually adopt but for Council to consider the rates that they will propose to the public. He commented that Proposition 218 requires that they do a 45-day public notice process. During that process it gets mailed to every utility customer with their bill and they also mail to each and every property owner. He advised that everybody will be well informed. He added that they are asking to come back on July 15, 2015 where the Council will hear everyone's delight in the rate and at that time the Council can make a decision. Mr. Randall turned the meeting over to Habib Isaac from Raftelis who spoke to the Council last time. Mr. Randall advised that Mr. Isaac will walk them through the decisions and the information for tonight.

Habib Isaac with Raftelis advised that the last time he was here they discussed the proposed utility rates. They focused primarily on the financial plan. They gave a few options and then they also showed preliminarily the rate design. He commented that as they have probably heard in the news there is a lot of discussion with water and drought and mandatory conservation. He added that above and beyond that there are also court rulings that come out that they have to abide by so it makes it very complex in terms of making sure that they are promoting conservation while at the same time they are also recovering all their costs. He noted that this is a follow up to their last meeting and he will discuss what is primarily in the draft report. He will go through it, similar to what he went through last time, to refresh their memories and then to go over the refinements that they did to get to the rates of today.

Mr. Isaac reviewed the current water financials. He noted that the current cash flow shows a deficit in FY 15/16. He commented that will be the end of the fiscal year as they project their costs. He explained that it shows they are not generating as much revenue as they should. He noted that the primary driver of that are their capital expenses as well as looking at their bond covenants. He stated that they do have outstanding debt and they want to make sure that they have the appropriate amount of coverage to that debt that they obligated themselves to ensure that they have sufficient revenue to make those payments. Mr. Isaac stated that in terms of that debt coverage, because they are not able to meet that, they are going to be utilizing reserves to make up the difference. As they all know just from living, they can't live off reserves forever, and based on not making any adjustments to their revenues they are going to deplete their reserves in a couple of years. He noted that ever since Prop 218 was approved by voters back in 1996 is that they now have to go through this process every 5 years. They can't set rates for the next 10, 15, 20 years. They can only set rates for 5 years and then they have to come back, see where they are, then inform the customers where they are, where they need to be. He noted that it built in some additional transparency for their customers but at the same time it probably feels like they are always here talking about utility rates. They also want to make sure that they also hit their minimum reserve requirements. As mentioned, the City does have extensive capital. He noted that most utilities do. He commented that utilities are very capital intensive and that is where most of the cost come from. He commented that a lot of times when he goes to agencies or water districts they will find that not only is there extensive capital but there is also a substantial amount of deferred capital that wasn't addressed in previous years that now is starting to come to fruition that they have to deal with it or they are going to see pipes burst. It then becomes an emergency which becomes even more expensive. Mr. Isaac stated that their annual average is approximately \$5.9 million and that is based on the City's most updated capital plan. They have a low of \$1.5 million and a high of \$14 million. Mr. Isaac explained that the high is related to storage facilities that need to be replaced and those have been pushed back to FY 2019-20 so they have time to build up revenues for that big expense that is coming forward. He added that it is also very common that they see expenses for capital have peaks and valleys just based on scheduling what they need to be addressed. He advised that is why they have reserves to make sure they smooth rates out. He noted that in terms of revenue, based on their existing rates, that is the first thing they look at. He explained that based on the rates that they have in place, and the revenue adjustments that they have in place, they are pretty much done with any new increases.

Mr. Isaac referred to the display. He commented that this is looking at what their revenues would be moving forward. They are roughly around \$5.4 million. He noted that when they look at just operating expenses by themselves, the next two to three years they do show that they have net positive cash and that is just based on their ongoing operations. He added however, they also have debt and they also have capital above and beyond that. When they look at their debt they now see that their coverage should be 120% above their debt service payments, after operation costs is reduced by it and they are actually at 50%. That is something that they definitely want to resolve and make sure that they are hitting their bond coverage requirement based on the bond covenants. He noted that the other side of the coin is their reserves. Their starting fund balance is actually pretty healthy. They are at \$7.2 million for their operating however, their repair and replacement reserve doesn't have any balance currently. What they did was they showed their unrestricted reserve; how should their reserves be built based on how much they need for operating, how much they need for capital. He noted that instead of being one lump sum of unrestricted reserves they show that they want to have at least 90 days of reserves for their operations. He advised that is really a function of their billing system. He noted that if they are a monthly billing they want to be around 60-90 days. If they are bimonthly billing then they want to get up to 6 months of reserves just based on the frequency of their bills and the way the cash flow comes in. He added that with capital, they have 100% of their 5 year average. If they look at their next 5 years and take just what the annual average is then they know that they always have at least one year's worth of capital reserve so then scheduling doesn't become an issue. They could move forward with scheduling a project without having to wait for revenues to come in and then it becomes an issue with how their capital gets built. He explained that they do show a transfer from their operating reserve to their capital up to \$5.4 million. He added that they also notice in the reserve, this is where they fund their capital so the reserve funds their capital and this allows them to show whether there is a deficit or not. He commented that in the FY 14/15 a lot of capital was deferred. He referred to the display and noted that they will see that there is no capital in that line item. In 15/16, that is where they start seeing the capital come online and as he mentioned, in FY 19/20 is where they see that big expense of \$15 million for the storage facilities. He noted that this is no revenue adjustments, not using any type of bond financing to leverage to reduce any type of rate impacts or smooth it out so based on that, in the reserves, they will be depleted after the third year. He stated that these are the items that they want to resolve.

Mr. Isaac stated that now they will see what the goals of the water utility are. The first one is that they want to make sure that they have positive net cash in any given year; net cash after operating. They also want to make sure that they build up their reserves in a very measured approach over the 5 years. He noted that their minimum reserve requirement would be met in the third year. He commented that capital is funded through a combination of debt as well as pay as you go. They are not trying to have their current customers of today pay the full load of their capital expenses. They are also going to utilize debt and that is in that year where the storage facilities come online because the cost up there is, and he mentioned this before in their last meeting, based on the life of that improvement. He advised that it would make sense to debt finance it so then those that are here today are just paying for a small portion of it and then as new customers come online they are also going to pay a pro rata share based on the life of that capital improvement by paying the debt issue each year. He added that besides that, the total capital facilities over the 5 years, as a total sum, is \$28 million. The other thing is for them to make sure that they have their debt coverage met in their first year. They had two scenarios before. He noted that this is the step down adjustments which is part of that title. They were given level adjustments and step down adjustments and the direction they received at the end of that meeting was to go with step down adjustments to basically rectify the ship and then go down in revenue adjustments as necessary. Mr. Isaac stated that this doesn't mean rate increase just revenue; the amount of total revenue they need for their utility, that \$5.4 million. He restated that no one customer is going to pay \$5.4; it is just total revenue. They need a 30% increase and that is primarily driven by that bond covenant to make sure they meet it and also building up to account for that storage facility as well as the annual expenses of capital that are coming online. He stated that even in certain years there was also a \$4 million capital expense. If they think about this, they want to bill for the \$15 million but yet at the same time they still have to cover the expenses that are occurring in that year that are going to eat up that revenue. He explained that in this scenario the first adjustment occurs August 2015.

Mr. Isaac stated that besides showing them numbers and narrative, he provided a graphical representation of the proposed financial plan. He explained that the bars represent their expenses, their operating position. They represent different costs such as O&M expenses. He noted that they do have debt. He commented that it is rather small in the first couple of years but they see that the width of that debt payment increases because they are proposing a new debt issue 5 years from now. He noted that the red means that is surplus funds above and beyond their operating costs which basically means that red is going to go into their reserves. He referred to the capital expenses each year. As he mentioned, the amount of capital expense in the current fiscal year is just about to end with zero. He noted that was pushed off. He explained that what they are showing is how is their capital expense being funded. He noted that green is pay as you go so cash on hand that comes in and purple is debt finance.

Mr. Isaac stated that one thing they are doing is trying to meet their minimum reserve requirement which is the red bar and that is right around \$7 million to \$8 million and that is where they want to reach based on the 90 days of operating as well as the 5 year average of their capital expenses to have in the bank. Based on that they will notice that they are not going to meet it until later on in 2020 and it really kicks up. He stated that the reason is because that also includes the proceeds that they would get from the bond issue so a combination of the two. He stated that bond proceeds go right into the capital reserve because that is where capital expenses are being funded from. They will also notice slight dips and also increases in the capital. He believes in 2017, that is where that \$4.9 million of capital was so they play off each other and that is the whole purpose of having capital reserve. He noted that there might be one year where it jumps up and that is the year that their reserve dips down a little bit but as long as it recovers then he would say that their utility is in good financial health. When they continue to see it deplete then that is where they want to make some additional adjustments to revenue or adjust expenses.

Mr. Isaac stated that once they know the revenue requirements then they allocate those revenue requirements into cost components. He noted that on the left hand side they look at what are their costs. They have water supply costs, cost for operations, costs related to peaking characteristics of max day / max hour; demand that is put on their system. They have conservation. They have just their fixed demand of capital so that is where they would see capital come in and then customer service billing, meter readings, people answering the phone; things of that sort. The one thing they want to look at based on that type of cost is what is the most appropriate way to recover that cost. What they will see in the green is to recover it based on the monthly fixed charge and the blue means to recover based on usage. For example customer service, everyone can pick up the phone and make a phone call to customer service. It doesn't matter how much water you use; you still have the same access to customer service. He commented that it is not a function of how much you use; the bill still costs the same to generate so in that regard it makes the most sense for customer service to just be spread evenly over all accounts. He noted that if you have an account, you pay "x" dollars per month. He commented that for water supply, their groundwater or just the operations of the system, it makes more sense to have that be based on the usage where those that use more water pay more of that particular cost and then they also do reward those that are conserving.

Mr. Isaac stated that one other thing they look at is what is the amount of revenue that comes from their fixed charge today and what is the amount of revenue that comes from their variable charges. He noted that currently their fixed charge generates around 35% of their total revenue so that is where they want to maintain and want to stay there and they don't want to do a drastic shift either way because that could cause shock to their customers in terms of their bills. He stated that 35% is actually a pretty good amount of stable revenue coming from their fixed charge. He commented that most agencies are lower than 30% but what they have seen in terms of trends is that agencies are starting to ratchet the fixed amount as a percentage because when they are successful in promoting conservation they then are going to see a loss of revenue. If they don't have that stable revenue then they are going to go back to their customer and say thanks for achieving conservation we now have to increase your rates and that is what they want to avoid. He stated that having a higher percentage of revenue coming from their fixed charge allows them to do that. He advised that they recommend maintaining that same 35%.

Mr. Isaac stated they are now going to talk about how they get down to the actual charges to their customers when it comes to the fixed charge and the variable charges. He stated that with the fixed

charges, as he mentioned, customer service, they have the dollar amount of just under \$1 million dollars. They have the total number of accounts and that is where he said everyone should just pay that evenly over all accounts. He commented that every account will get charged \$7.05. When they look at the capital related costs, that is around \$1 million but then the denominator is actually based on the size of the meter. He noted that the size of the meter could be used as a proxy to say what is the potential demand that you put on the system and then based on the fact that it is funding capital and items like that, it makes more sense for those that potentially put a greater demand pay more of the cost. He advised that the monthly per meter is \$2.50 and that is based on the lowest unit size of 5/8 meter. He summarized that the 5/8 meter gets charged \$7.05 plus the \$2.50. Mr. Isaac displayed the other size meters which shows that everyone gets charged the \$7.05 independent of the size of the meter. It also shows the capacity ratios. Mr. Isaac explained that capacity ratios come from the American Water Works Association (AWWA) and it is basically what is the safe level of gallons per minute that can flow through that meter at any given time. He commented that since 5/8 is their lowest meter size, that meter size is 20 gallons per minute whereas the 3/4 is 30 gallons a minute so that ratio is 1.5. He stated that the comparison is always the 20 gallons per minute and then based on the gallons per minute that are provided to them from AWWA they then show what are the capacity ratios. Mr. Isaac commented that based on that the \$2.50 is the base for the 5/8 and then that \$2.50 gets multiplied by 1.5, 2.5, 5 based on the size of the meter and that is how they come up with the schedule of the updated fixed charges and they also have the current fixed charge to show what is the difference on a monthly basis. He noted that clearly as they go up on that meter size then their dollar amount is going to be more but as a percentage it is still probably close to even the low end.

Mr. Isaac advised that they would not look at the variable charges. One thing that they discussed last time was making adjustments to their usage charge and the recommendations that they had were for single family to be tiered rates and the breakpoint for tier 1 would be 10 units of water. The way they came up with that was based on the number of gallons per capita per day to provide to their customers. He noted that they looked at what is the current usage which is around 65 gallons per day and they multiply that by their current density in the area and that came up with a total of 10 units for indoor use. He advised that they are just looking at indoor and giving an accurate amount for indoor needs. He asked that they keep in mind that the state legislation and what they passed for SB X7-7 which is that 20% reduction by 2020, they want them to reach a target of 55 gallons per capita per day. He noted that currently they are showing 65. He stated that there are definitely a decent amount of revenue adjustments that they are looking at that they don't also want to now reduce the amount which then causes all the rates to go up even more, or make people have to change their behavior overnight. They want to be cognizant of that and they still have 5 years to see how their customers are doing especially based on the executive order of mandatory conservation. He added that maybe they adjust it down to 55 by the time they get to 2020 then, most likely, they are probably already showing 55 gallons per day.

Mayor Pro Tem Oliver referred to the 65 gallons per capita per day, 10 units in a month's time, and asked what that would be in gallons.

Mr. Isaac responded that each unit is 748 gallons so they are looking at 7,480 gallons. He noted that one unit of water, 748 gallons, they probably can't even visualize how much water that is. He advised that it is a substantial amount of water. He commented that their current rates are less than \$1.00 and the proposed rate for Tier 1 is \$1.00. If they look at what he is drinking (water bottle) it is easily \$1.00/\$1.25 and he could get another 10,000 of those.

Mr. Isaac stated they would now look at outdoor needs. He noted that this is going to be the main focus of the executive order of the Governor but they do understand that there are still outdoor needs. He commented that in the legislation they also reflect that outdoor needs is discretionary. He commented that it doesn't view that is an essential use even though some may view personally that it is essential for their house, for their property but in terms of the legislation, it is discretionary. What they did is that they looked at the actual usage of their customer, single family, and when outdoor is at its peak is during the summer time because it gets hot and they have more demand on outdoor based on irrigation. They looked at what the average usage is during that peak time and it is 33 units on average for every single customer. They decided to make sure that the Tier 2 is going to cover that average so Tier 2 is up to

about 33 units and anything above and beyond that is outside of what is needed for indoor and outdoor needs.

Mr. Isaac stated that for multi-family they are also having them on tiers. He noted that there is only a little bit difference because not all multi-family properties have outdoor irrigation so they are only showing two tiers. Basically they are going to take into account their Tier 1 for indoor needs which is the 65 gallons per capita, 10 units, and then it is multiplied by each unit that is in the complex. He stated the reason is because typically multi-family properties are connected with a master meter, which is one meter just bigger size, as opposed to each unit being individually metered and that is not the case. He stated that for it to be fair they will take the total number of units times the allotment for indoor. He added that once they use that up they are automatically in Tier 2 and Tier 2 is their highest rate so it is anything above 10 units.

Mr. Isaac stated for non-residential they are still allocating the cost appropriately based on the water supply, the max day / max hour. For non-residential that makes the most sense in terms of being equitable to those accounts to recover it just on a per unit basis so a uniform rate and not to have tiers. He explained that the reason is if they try to set up tiers for non-residential they are not really homogeneous. They are looking at maybe a carwash versus a bookstore versus a Starbucks. They are so different that they couldn't fit them in the mold of one type of rate structure. He stated that a lot of times what agencies do, they could do rolling averages of what their historical use is but one issue with that, if you have been inefficient historically then you get rewarded because they are going off of what you did previously. Mr. Isaac displayed a summary of proposed tier allotments. They have Tier 1 for indoor, Tier 2 for outdoor, and then Tier 3 is above their Tier 1 and Tier 2 allotment.

Mr. Isaac stated that now what they want to do is, referring to those cost components that he mentioned, they want to show what costs are in which tiers and then once they show that conceptually then they want to come up with the unit rates that correspond to each of the tiers. He explained that what is also shown by the check marks on the slide is when it is the same size check mark that means every tier pays the same unit rate. As they see the check marks get bigger that means that tier pays a higher unit rate compared to the lower tier. He stated that with water supply they really only have one water supply source, everyone gets charged the same. He stated that delivery is what is the cost of delivery based on the average flow. He noted that everyone feeds in the average flow so that is why everyone gets charged the same there as well. When they talk about conservation, that is the benefit of those that use more water. They are trying to mitigate that higher use so then those people that benefit from it should pay more of that cost. He stated that is the same thing for peak or tier demand. Those that use more water put a greater demand on the system. They should pay a higher percentage of capital costs, energy costs, things of that sort.

Mr. Isaac stated he will take each of those components and show how the unit rates are calculated. As he mentioned, the water supply is the same for every single customer class and every single tier. What they are doing here is basically looking at what is the average usage of each account, each customer class and then they are allocating that cost pro rata. Basically customer classes, tiers don't matter. He advised that is what is the unit cost for water. He noted it is just the raw water; not for operations, not for the system, just to pump the water out of the ground. He commented that it is \$0.20 per unit. Mr. Isaac noted they are not in the business of selling just the commodity. They are in the business of delivering the water and that is their major expense.

Mr. Isaac stated that delivery, this is for their operations, they are not looking at peaks or everyone should pay the same rate, it is \$0.67 across the board. He noted that the next component is the peak costs. They look at what is the peaking factor of each of the customer classes. How much do they peak in their peak season versus their average use. He noted that with single family they peak 60% higher. They use 60% more water, and this is primarily during the summer, versus the average on an annual basis. He added that it would do the same with multi-family and non-residential so based on that peak factor they then say well it is not fair to have everyone pay the same unit costs so they allocate the costs of peak weighting the peak factor with the amount of usage that is generating that peak. He noted that is important. They can't just say 1.6 versus 1.48. They have to know how much usage is generating that

peak characteristic for it to be a fair allocation. He stated that the percentages are slightly different compared to the last slide. That was 77%, 6%, 16% and that is just based on annual usage; just percentage of water use whereas when they look at peak residential which has the highest peak so therefore they have a little bit higher percentage and it is taking away from residential. He pointed to the peak costs in dollars.

Mr. Isaac stated that the other part of this is single family which was allocated the \$624,000 however, they now need to spread that \$624,000 into the tiers. Similar to how they spread the costs to the customer classes based on peak they are now going to do the same thing with the tiers. They looked at what is the allotment that they provide in Tier 1 because Tier 1 they are defining as efficient. That is their base allotment, 10 units. They are saying go ahead and use 10 units everybody because that is for essential indoor use. Then they are looking at on average what is the average use of Tier 2 customers. They use 19 units of water and Tier 3 customers use 53 units of water so in relation to 10 units this is their increased demand on the system. Then similar to customer classes, they weight that peak factor based on the total usage of that tier to allocate the costs accordingly. That allows them to come up with unit prices for each of the tiers. They have Tier 1 having the lowest amount. He noted that it is also a function of how much usage is in Tier 1. He commented that everybody uses Tier 1 so that denominator is greater to spread the costs over.

Mr. Isaac noted that they do the same thing for conservation. They have single family, multi-family, non-residential. He commented that in this PowerPoint and in the report their baseline is \$500,000 for conservation and that is increased from what the initial budget was. The reason for that was, noting that staff can jump in if he states incorrectly, but they are now under executive order. They are telling customers that you need to conserve so this is going to provide programs to allow them to achieve those requests. They also have at the end what it is at \$1 million. They had that discussion at the last meeting and it was discussed on what would be the option at \$500,000, \$750,000 and \$1 million. He has \$500,000 on the display. He can tell them how much increase in cents is \$1 million and then they know the difference if they go in between.

Mr. Isaac stated that populating the chart he showed with the checks, he is replacing the checks with unit rates. They now show, as he said, water supply and delivery is all the same. For conservation, Tier 1 doesn't pay for that at \$0.20 and \$0.54. Then they show the peak costs and then they take the sum of those components to come up with the rates so they have \$1.00, \$1.33, and \$2.11. He added, noting that this is very important as well, that these rates already account for 15% reduction of their usage based on the data they received for 2013/14, and what the City has experienced in this current fiscal year puts them right around 15% reduction so they already took that into account, the 15% reduction for these rates. If they think about it, they have been increased a little bit to account for the loss in consumption.

Mr. Isaac referred to multi-family and displayed their components. He noted that Tier 1 also doesn't pay conservation. As he mentioned with non-residential it is uniform but they are still paying their fair share of each component. He commented that everyone pays the same for water supply and delivery; conservation and peak are based on that total cost that was allocated to that customer class and then their amount is \$1.32.

Mr. Isaac referred to customer impact. He noted that single family is the main customer class in this service area. They are showing the change in monthly bills and most of their customers are falling in a change of \$0-\$5 and around 60% / 70% is up to \$10. He noted that this is for FY 15/16.

Mr. Isaac stated he can answer questions related to water before he goes sewer or he can just continue to sewer.

Mayor Poythress asked if there are any questions for Mr. Isaac regarding water.

Council Member Medellin asked Mr. Isaac to briefly go over the increase in cents. He noted that they are plugging in numbers based on half a million dollars. He asked what the increase would be at \$750,000 and \$1 million.

Mr. Isaac responded that he doesn't have the \$750,000 but they could probably deduce what the \$750,000 would be. He advised that the \$1.00 would be the same because Tier 1 doesn't pay for conservation. He noted that instead of \$1.33 it would be \$1.52 and instead of \$2.50 it would be \$2.64. That would then give them another \$500,000 for conservation programs for a total sum of \$1 million to assist their customers with retrofits; things of that sort.

Council Member Medellin commented that for essentially pennies, \$0.19.

Mr. Isaac stated that the concept there is if your conservation program is successful and you see that reduction in usage then this is also considered an avoided cost, the \$0.54 that he has in there. They wouldn't need that extensive of a conservation program and because they are going to lose revenue, their costs will eliminate that expense because it is avoidable. That is what they try to do as well. They try to put in avoidable costs in higher tiers so when they see loss in revenue because of conservation they now also see an expense go down as well.

City Administrator David Tooley stated that \$1 million is not a lot of money on conservation. As he reads the literature about the experience of other cities, they are burning through their conservation element as people advantage of low flow toilets in their homes or redoing their landscaping. He commented that it is clearly a business decision on the part of the Council but he would point out to them that he thinks they would be like a lot of other communities. They could burn through \$1 million in conservation funds very quickly.

Mayor Poythress asked if Council has any other questions. No other questions were asked.

Mr. Isaac referred to sewer and noted this will be quite a bit quicker primarily because it was just single digit revenue adjustments and there really wasn't an option. It was already pretty smooth. They are looking at 9% and one or two 10%.

Mr. Isaac displayed the current rates with single family at \$26 and multi-family with a flat rate as well. He added that commercial gets a flat charge and it is based on their usage. He noted that commercial non-residential is the only one that also has a charge based on their flow. The way they determine that is based on the usage on the water side.

Mr. Isaac commented that this is a similar slide as water where they allocate costs to different cost components however, with this one, they are just different. He stated that the variable ones are flow, BOD (Biochemical Oxygen Demand) and TSS (Total Suspended Solids). He added that basically reflects the strength characteristics of the discharge and flow is just total volume. He advised that the customer account column is the fixed charge so they are looking at about 40% on that. They will also notice that they have non-metered revenue. They still have customers that are not metered and they can't analyze those customers because there is no usage data to determine but the one thing that they need to make sure is the amount of revenue that is generated from them needs to offset the amount that is going to come from those that are metered.

Mr. Isaac referred to the residential monthly charges noting that they have amount allocated based on flow. They have the bio-chemical oxygen demand, the suspended solids and they also have the customer service which is that 40% then they divide that over all residential EDU's (Equivalent Dwelling Units) which comes with a charge of \$29.74. He advised that currently the charge is \$26.51 so it is roughly a \$3.00 increase on a monthly basis.

Mr. Isaac stated that for multi-family they do the same thing. It is just that there are not as many multi-family customers so their amounts are less but also their EDU's are less. He advised that their rate is \$19.32. He added that kind of makes sense because typically multi-family units are smaller compared to single family so it is not uncommon to see a single family rate that is slightly more than a multi-family rate. He added that if they think about it, in terms of the complex, they are paying more than a single family home because there are so many units connected to it.

Council Member Rigby asked what the current rate for multi-family is.

Mr. Isaac responded that it is \$1.11 and then they have a flat rate of \$16.19 so \$17.30 so it is going up by about \$2.00. He commented that it is a very similar percentage increase.

Mr. Isaac stated for non-residential they are getting charged the customer service charge so they have a base fee, \$13.23, which if they came up with cost components or the unit costs for each one of these, the customer service cost here would be the same amount, \$13, and same in multi-family. He stated that every non-residential gets charged \$13.23 as base but non-residential actually gets charged based on actual flow so they are not a flat charge like single family or multi-family. He advised that it is a function of how much discharge goes into the sewer system. He displayed the different customer classes that they have, or sewer codes, and the corresponding rates. He noted that the reason they are different is primarily based on weighting the amount of flow with their strength concentration of that flow. He commented that they have a very high concentration of discharge that needs to be treated and that is why these rates are slightly different. He added that for the strength concentrations they use the LA County strength factors. He stated that typically what is used is the State Water Resource Control Board information based on the provided strengths. He noted that a lot of agencies say that is outdated. They haven't updated it in recent years whereas LA County, just last year, took that data and then updated it based on their discharge characteristics of different customer types and they have such a significant number of data points that a lot of agencies are now using that as the industry standard. He stated that regardless, if you are a restaurant in LA or a restaurant here, or a restaurant in Northern California, you are still going to have the same similar discharge. For example a BJ's doesn't change their discharge based on where they are.

Mr. Isaac stated they still have, and this is somewhat uncommon, non-metered, non-residential customers. He advised that they kept the customer class types, the sewer codes, the same as what was in the City's billing system. He stated that these customer codes are how the customers are billed today and probably what they see on their bill of how they are classified. He noted that is based on number of square feet, number of bays, number of rooms and the City has this data for these customers but once they convert, because eventually they have to convert to be metered, then they will go into the other category based on actual discharge. Mr. Isaac added that just in case in the future they have high industrial use customers, they have what their rate would be based on million gallons. They wouldn't want to look at it in terms of CCF (100 cubic feet). They are looking at big users and they typically get charged for every million gallons and then based on every 1,000 lbs of BOD and TSS. They won't be using these rates as of today but in the next 5 years, next time they do an update, if they have someone come in they can provide them with that information. Mr. Isaac added that typically these types of users actually have to meter them because of how much of an impact they put on their system. He noted that usually it is required as part of the permit.

Mr. Isaac advised that concludes his presentation on water as well as sewer. He offered to answer any questions on sewer or they can go back to water and that is fine as well.

Council Member Bompreszi referred to sewer and asked if they don't currently have any non-residential customers that are metered.

Mr. Randall responded that not in terms of flow. In order to be metered they have to have, in terms of volume, things that are 25,000 gallons per day. They don't have anything that has that volume. He added that if they do have that they measure their discharge to make sure that they are not exceeding allowable limits but they don't quantify how much it is. He noted that it is fairly expensive equipment and it breaks down a lot and wears out pretty fast so unless they have a large enough flow to warrant it just isn't done.

Council Member Bompreszi referred to water meters and asked if they have any commercial businesses that metered now.

Mr. Randall responded yes they do. He noted that a long time ago they had a few and then they did a pilot program when they started the meter program. He thinks there were like 59 of them that they did to sort of figure out what some of the costs and some of the problems were in doing the projects and then the next phase metering will be to address the remaining 400 or so.

Council Member Bompreszi asked if he knows how far in the future that will be.

City Engineer Keith Helmuth responded that the next phase will be within the next fiscal year.

Mr. Tooley added that they will recall that their first threshold was to get residential done. They are finally reaching that point so the commercial will be the next phase and candidly that is where the money is.

Council Member Bompreszi referred to the gated communities noting that they were having trouble metering or getting meters in and asked how they are coming with that.

Mr. Helmuth responded that that last project has been completed however, there were about 100 to 175 residents that rejected the meters. He added that they will be bringing to Council the acceptance for those within the next month.

Council Member Robinson stated he wants to know why the homeless shelter is charged as a hotel and their clients don't pay any money.

Council Member Bompreszi responded that it is based on occupancy and asked for staff to confirm.

Mr. Randall responded that is correct noting that it is a function of how much is generated. It is not a function of profit margin.

Council Member Bompreszi responded that it is occupancy like the Holy Spouses Hall which is like 1,200. She noted that is the occupancy of the hall however, they never have more than 600 people there so they base it on what the Fire Marshal says the occupancy is on commercial. She found that out.

Mayor Poythress asked if there are any other questions. No other questions were asked.

Mr. Tooley stated he will yield to other staff members but what they are looking for this evening is some direction from the City Council. They have presented them with a draft set of rates. He noted there is certainly a decision point on the water side in terms of whether they want to go with a half million dollar conservation element or one million dollar conservation element. They are looking for direction this evening to proceed. They would then begin with the Prop 218 notices and the ballots would be opened approximately 45 days after distribution. They would anticipate that vote taking place on July 15, 2015, he believes.

Mayor Poythress asked regarding the resolution.

City Attorney Brent Richardson responded that the resolution sets forth their intent to hold a hearing to adopt the rates. He added that the notice that goes out will actually have the rates in it; it is required to have the proposed rates and several other things in it so thus the need to confirm the conservation amount so that when the notices go out they have the correct rates in them. He stated they do need to adopt this to set the hearing to adopt the rates.

Mayor Pro Tem Oliver stated that obviously they rely on groundwater and he believes that in their last discussion, during their workshop with the consultant, they discussed the ideas and opportunities of looking at diversifying their water portfolio. He wanted to follow up on that angle. He wants to see what has been provided and proposed as far as the nexus that would be looked at on whether that would be an outlay possible, in what has been proposed tonight to at some point, in the future, to have funds set aside or accessible to look at the feasibility of importing surface water to treat as potable water. He asked if that would be captured in essentially what has been presented this evening.

Mr. Tooley responded that, noting that Mr. Merchen has been the person that has been on point on this, they are beginning to explore the feasibility of acquiring water from outside of the area. He stated that obviously not every water right is created the same. There are senior and junior rights. They would begin the process of looking for the availability of water rights and then explore the feasibility of transportation and treatment within this five year window. He asked Mr. Merchen what they should add to this discussion.

Community Development Director David Merchen stated he thinks Mr. Tooley has described it in terms of what the costs of the efforts are that are built into this rate study. He thinks they anticipated completing a feasibility analysis for the surface water treatment and delivery over the next five year period but there isn't a component of the rates which is to buy surface water or to build a plant. They will spend something under a million dollars to conduct a feasibility analysis with the other partners in the region that they would need to work with this.

Mr. Tooley added that ultimately, when they reach that point, a treatment plant of surface water in their region could easily be \$50 million to \$100 million. They certainly want to make sure that they take an incremental, carefully evaluated approach before they bring the Council a recommendation.

Mayor Pro Tem Oliver stated his question was really primarily centered towards the feasibility seeing if there is an outlay there.

Council Member Medellin thanked the consultant for his in depth analysis in his report. He commented that the scenarios made it very easy for them to understand and gave them pretty much a black and white picture on where they need to be. With that being said, about an hour ago, Pastor Barry Benard said that although sometimes their decisions are not popular it is what they need to do. Council Member Medellin commented that capital improvements are in the millions of dollars. To use reserves for debt coverage is just not being good stewards of their money. He recommends the rate increases before them and he would like them to look at the \$1 million in conservation.

Council Member Bompreszi stated that is what she was going to recommend also. She thinks they need to look at the \$1 million conservation.

Council Member Rigby stated he couldn't agree more with his colleagues however, he is curious as to what the public will say in these next 45 days. He would like to maybe get some more insight from that because he for one is considering the half a million conservation if the direction given to them by Mr. Tooley is correct; half a million or a million seemingly is the same number and if the public is agreeable with the increase, understanding it might be a little bit easier to swallow with a lower increase versus the higher increase even though it is pennies on the dollar. He thinks they also need to do a better job of maybe informing their public. He would like to see some of what the allocated funds are going to go towards described and let them know that they are looking to fix old pipes, looking to build new water storage tanks. He thinks if these things are presented to the public that also helps with the increase a little bit more so maybe the information that goes out with the information and the billing process might help. He commented that he would listen to the million dollars but he is leaning towards the half a million.

Council Member Robinson stated that he just came back from the 3rd Annual Infrastructure update of the American Council Engineering Company in Fresno. They were talking about how bad Fresno's problem is. He added that the speaker was saying that if they build something they have to maintain it and that is the same way with their sewer and water. If they build it they have to have reserves to maintain it.

Mayor Poythress stated he thinks that Los Angeles is \$15 billion behind in sewer and water infrastructure.

Council Member Holley stated that he heard the fact of half a million or one million. Looking at this he would rather see them do it at a million dollars because that will cut out for them to have to raise it again in the next couple of years. He would rather see if they are going to charge their taxpayers and do it all at one time and one time only instead of trying to piece work it down the road because every year they are

going to look at this and see that they are still increasing. He figures if they do it right the first time then they can start giving them a break following their next year.

Mr. Tooley stated that in the interest of telling the story effectively when they adopt a conservation element it becomes available on a prorated basis for each of their customer classes. He noted that to the extent that there is not a call for that money by that customer class within a given fiscal year the City has the ability to use those funds for other water conservation elements. He stated that obviously he is thinking about their median landscaping. To the extent that there is not an immediate demand by residential or commercial because they are just not ready, there is still millions of dollars to be addressed in their median landscapes.

Council Member Medellin stated that is what he was going to ask Mr. Tooley if he could give them a couple of scenarios or ideas on what that conservation money may be used for and he also wanted to agree with Council Member Rigby. They need to be detailed in what this money would be used for and educate the public in order for them to understand on why they are wanting this money. He thinks he and Mr. Tooley had spoken before that they have a big number before them on ripping out turf, going to drought tolerant medians so things like that. He asked Mr. Tooley to add to that.

Mr. Tooley replied that they have not yet defined what that conservation element is but typically they look to best practices in other cities and they are going to look at low flow devices in their homes like showerheads, like toilets, like faucets. He sees lots and lots of articles about cities that are paying for drought tolerant landscaping. He saw several places where they are paying for artificial grass and artificial grass is \$7 a square foot. They are riding down half the cost of that. He noted that there are a thousand different ways that they might use it. He thinks they can provide some examples in terms of the information that they provide to the community but ultimately they would look at best practices and bring something back for the Council to approve.

Mayor Poythress stated that if there are no other comments they do have a resolution and asked for confirmation if staff has direction.

Mr. Richardson stated because this is a little different on this direction in that it has to go out in the 45 day notice and the rates have to be set in there so he thinks what would be helpful that whoever makes the motion, should they decide to do so to adopt this resolution, that part of that motion would include a motion as to that level so that it is cut and dry and there is no question about it then staff has direction. Then they have to print up these notices and they don't want to get them wrong.

Mayor Poythress stated he would be happy to entertain a motion to that effect.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO CONFIRM THE DIRECTION ON THE PROPOSED WATER RATES WITH THE MILLION DOLLAR CONSERVATION. THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON AND THE MOTION WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO APPROVE THE RESOLUTION. THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON AND ITEM C-3, RES. NO. 15-85 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

**RES. NO. 15-85 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING A DATE FOR A PROP 218 PUBLIC HEARING FOR PROPOSED
WATER AND SEWER RATE INCREASES**

Mayor Poythress referred to information that will need to go out on the hearing notice and asked regarding location. He was there back in 2005 when they had the meeting at the Bergon Center and frankly, he would be concerned about security if they had the meeting there this time. He thinks that this hall and possibly in their overflow area they could potentially do it here and he thinks they would be a lot more secure in terms of entrances and places people could be if that is ok with the rest of his colleagues.

Council Member Bompreszi stated either that or she could check to see if Holy Spouses Hall is available that evening.

Mr. Richardson pointed out that the resolution they did adopt identified this address as where the hearing is going to be if that helps the discussion.

Mayor Poythress stated he thinks it does.

C-4 Consideration of an Urgency Ordinance Enacting Water Regulations in Response to the Governor's Declaration of a State of Emergency and Mandates for Water Conservation

And

Consideration of Introduction and First Reading of an Ordinance of the City Council of the City of Madera Amending Portions of Chapter 5 of Title 5 of the Madera Municipal Code Relating to Water Service Restrictions

And

Consideration of a Resolution Enacting Drought Water Restriction to Level C

Public Works Operations Director Dave Randall stated that everyone is probably aware that the Governor has mandated reductions. They talked about it tonight. He noted that the statewide reduction is 25% and they have all heard that. Then the state came back and gave them more specific information. They took an average of the residential per capita usage between August, September, and October of 2014 and then they ranked all the cities and municipalities and said this is your place in the tier of how much water you use so the worst wasters have to make up more and those who are already conserving make up is less. He advised that the City was ranked at 32% as the goal and that is from the water usage levels of 2013. Their numbers show that since 2013 they have reduced consumption by 8%; that would leave them 24% to make up. However, staff always loves to look for a better deal. They talked to them a little bit and those three months they happened to be giving Parkwood some water so when they factored out those numbers it dropped them down to 28% and it gave them 9% conservation to date. They are only actually looking for 19% to achieve yet.

Mr. Randall displayed a graph to show them how months go. He stated that the hard part about this is the state wants them to do it on a monthly basis but guess what, every month is different every year whether it rains, what the temperature is. He commented that it just changes everything. They can see that there are various months where they have made some great progress and there are months where they haven't. He noted that the arrow shows them where they are supposed to get to.

Mr. Randall stated what they are proposing is that they change some of the outdoor regulations for use of water. Currently they are on what they refer to now as Level III. He advised that the way those regulations are put into place is that they have to come back and actually amend the ordinance. They did this a year ago when they implemented Level III. He advised that it is a bit cumbersome because that means every time they want to undo it or change it they have to come back and do another ordinance which is at least 60 days for first and second reading. In this case they said let's just set this up as some different tiers and then the Council can adjust it by resolution. They have identified five levels and named them relative to their level of restrictions. He stated they are currently at what would correspond to Level B which is watering two times a week but what they are sort of looking at tonight is maybe having to go to Level C to work towards that 19% reduction which would give them that one day a week. He stated that if things don't work out and they needed to do more, that would be a decision they would make after they see how things work, how their conservation effort works, and what the state tells them. The Council could come back by resolution and enact these other levels.

Mr. Randall stated that Level D would be drip only. All their lawns would basically go to brown. Level E would be sort of the extreme case where just nothing goes outside. He added that along with those levels they have also put in a provision that prohibits the importation of water into the City for outdoor watering. The reason for that is, this was seen when Parkwood went through their little exercise, people can basically go across the street to the farmer, fill up a tank and come in and water and they are not achieving anything. He commented that it is still coming out of the ground. They have made an exception if they are using recycled or gray water. They also allow gray water out of their home up to a certain amount so there are still reasonable efforts that can be done. He stated that exceptions are sort of unfortunately part of what they have to do. He noted that there are a myriad of ways that people live and have situations. He stated that staff just can't write an ordinance as complex as their life is so they recognize that they are going to have to have a relief out for when things just don't work. A good example is the Parks Department. If they limit them to one day a week watering of all fields, they won't be able to have the same usage of that field. He noted that it just won't hold the amount of traffic so where there is an undue hardship or the property can't enjoy the use it is intended for they will make exceptions so there is a provision to sort of take care of those special cases that will arrive. He added that he doesn't cherish being the person to figure that out but someone has to do it.

Mr. Randall stated that enforcement on this is being presented to the Council in two formats. They have an urgency ordinance which goes in effect immediately and then there is a parallel ordinance that says the same thing but it goes through the normal cycle first reading, second reading, adoption and then 30 days to implementation. Even though they have it in place, the first 30 days they are really going to be about getting the message out and they won't be fining people and hammering them. They don't want to tell them too much otherwise everyone thinks they don't have to start for 30 days but in general they always use reasonable discretion in what they are doing.

Mr. Randall stated there are some public concerns that always come up. They get calls about them. The Council probably gets talked to about them. They have addressed them in the staff report. They haven't made any recommendations for specific prohibitions or changes but they are willing to take any direction the Council might give them. He stated specifically the typical fundraising carwash. For example, the softball team wants to go to someone's parking lot and wash cars. Currently they don't see that as something that is easily enforceable and that the water savings is going to be really large. It is apparent which gives people heart pain but there aren't that many going on. He stated that different jurisdictions deal with it different. Some people prohibit them, some people regulate them. He stated again they are concerned with the ability to enforce those regulations. They have provided the Council with some drafts of potential regulations noting that they could consider adoption if they did want to, regulate them, or they could also have the option prohibiting if they wanted to. Similarly recreational water or more specifically swimming pools. He noted that some people feel that if there is an unfair advantage particularly in the later stages, if I have to give up my lawn how come you can have a swimming pool. He stated that again it is very hard to tell people to take out a huge capital investment or to risk its damage. They have suggested a couple of potential mitigations at the higher level asking people to put covers on to reduce the evapotranspiration. He restated that they haven't recommended any particular restrictions at this time but if they feel it is warranted they would be glad to add those in.

Mr. Randall stated there are three items they are asking for: the adoption of the urgency ordinance, the introduction and reading of the ordinance, and the adoption of the resolution which enacts Level C provisions. Mr. Randall offered to answer any questions.

Mayor Poythress asked what happens if they do not meet their goals of this 19% reduction noting that is the big question. He thinks the public needs to know what happens.

Mr. Randall responded he will answer like the state, it depends. He noted that they are trying to find that out. He commented that the state has the potential just to fine them \$10,000 a day. Will they do that? They don't know. They are positioning themselves to where they are not in the back of the pack but they aren't in the front edge either. They are trying to be genuine and diligent in their conservation efforts but they don't want to overreach. He commented that it will evolve through time and they will most certainly be informing the Council of what they hear. He has a webinar tomorrow just on this topic. As they know

they are coming at them pretty fast and furious from the state and they haven't exactly thought everything out.

Mayor Poythress stated he has one more comment then he will open it up to his colleagues after which he would like to open it up to the public. He stated it is very similar to the public comment portion of the meeting that they keep comments or questions to three minutes so that they can get through this.

Mayor Poythress referred to carwashes and advised that he actually talked to some citizens over the last few days asking them about their thoughts. He commented that it was unanimous; just put a moratorium on them, just no carwashes. He knows that last year he heard a lot of comments from a lot of people about carwashes and they didn't have this thing going on and he can just imagine the kind of comments he would get this year about this and that and the whole shot. He has already received a lot of comments from people. Perhaps in this time of serious need to restrict water and so forth they can all find ways to raise money or raise money for funerals or whatever and go other routes.

Council Member Medellin agreed with Mayor Poythress about the fundraising carwash issue. It was something they have talked about. He has talked to a few of his constituents. He stated that it is only as good as the enforcement. They don't have the staff or the manpower to have somebody come in 10 days prior; sometimes it is a spur of the moment thing. His biggest concern is the message they send. Even if it was a controlled nozzle, even if it was within 25 gallons per vehicle, the water ends up going down the street. They send a message to the community that we don't care, we'll waste water so why do I have to only water one day or two days a week so I might as well have my water and they just send a real negative message. He actually took it one step further and talked to a local carwash and asked if they are willing to sell discount tickets for people to have fundraising efforts where they will wash the car, the group will still be able to make a little bit of money, and they aren't wasting any water. They can be creative and there are other ways around it to still fundraise as well as conserve water. He restated that he couldn't agree with the Mayor more.

Council Member Rigby referred to Mr. Randall's comment about how they were considering going to Level C however, that Parks and Recreation would be allowed to perhaps not follow this ordinance because if their ball fields aren't watered, if their soccer fields are watered, that is no good. He asked Mr. Randall how he should answer the call he will get when somebody drives by a park local to where they live and tell him why is it that every time I look out my window it seems that that ballfield has a sprinkler going and my grass looks like it's dead.

Mr. Randall stated that there is always going to be some of that. Any time they have a subjective call they are going to get that. He stated that the provisions that they put in there speak to the fact that it is not just because but where they have an undue hardship and they can't utilize something for the intended uses. They are not talking about just taking open space that is passive and watering that more often. They are talking about space where the traffic load, when they are playing soccer ball, takes a toll on it and they have to put water back on it so it can grow and be vital. They have some excellent people, John Scarborough and such, they know their business and they are not wasting water but he understands the thing why can't I have a nice green lawn but it is everybody's lawn at that point. He noted you can send your kid or anybody can send their kid to play on that. He stated it is sort of a community good. Ideally they have one swimming pool for the whole City right. It's better but it really doesn't happen that way does it. But it does have that effect of that they reduce the demand to have it every place else.

Council Member Rigby stated he just wanted to make sure, kind of alluding to what Councilman Medellin said, the good faith has to be looked upon by their public that they are doing every effort they can as a City if they are requiring restrictions being made by the private sector that they themselves have to somewhat follow a steady line as well.

Mr. Randall commented that he may see City Hall not be as green. They don't walk too much out there on that grass.

Mayor Pro Tem Oliver stated they know that years of perpetual drought have stressed their groundwater supply and have continued to raise overdraft concerns. He asked Mr. Randall to briefly touch on what the status and health of their water infrastructure is today, any updates as far as wells that have gone offline for maintenance or permanently and some of the stresses and challenges that they face because of this drought.

Mr. Randall stated they are not unusual from a lot of people. They have seen a lot of impact from the water level being lowered from multiple users i.e., the ag industry needs more and more water. He commented that the way they see that is that twice a year they do efficiency evaluations of all their wells. They get measurements on their standing water level, the drawn down pumping level and the recovery rates, etc. What they found is that they are seeing increasing drops in the pumping levels. Last year they saw about 9 ½ feet on average. It ranged from 0 to 33 feet for static water level reductions. He commented that last summer they lost four wells, one permanently which was fairly old and just couldn't recover. The other three have come back to limited means. They have, as a result of those things, refurbished Well 18 from being just a standby well with a new electrical service and such and it will be going into service next week. They finished the bacteria test and everything is fine so it will be going into service. They rebuilt Well 21 to recover and it is doing fine so they have recovered that. Well 27 which has been down for at least four years because of a problem with the GAC filters and nitrate concentrations is in the process of being retrofitted with nitrate analyzers that tell them what the problems are. They found a way to flush those to address that and the state will be allowing them to bring that well back on. He commented that overall they lost about 1600 gpm in peak demand capacity. If they aggregate how much their wells are going down, often the problem isn't that the wells can't pump water but they can't pump as slow as they need to. He noted that it used to be they had a straw into a glass of water; now they have a straw into like a snow cone. If you sip too fast you lose it; it is gone so they have to put up variable frequency drives which allow them to slow down the motors. He commented that it is not very efficient because the rest of the apparatus aren't fully designed for those but they still get reasonable service out of them so they are having to install VFD's in two other wells and they put one in Well 18. He noted that all in all they did see some real impacts; they lost some wells. They were able though to maintain their water levels. They never were in jeopardy of fire flow and they have been able to handle their peak demand. He advised that the fire flow mainly is managed through their million gallon above ground tank. He stated that as long as that stays at about 50% full they still have plenty of reserve in case they have a large fire and they need that. They have kept those levels even during peaking on Sundays and such. He stated that with the additional stuff he just described what they are doing in wells they should be fine even with the one day a week service demand. They should be, unless the drought does something they don't know about, they should be able to address it. Additionally they did do a little more than just look at normal operations. They did hire a firm that brought in an agronomist and hydrologist and looked at their aquifer and at the various issues that they have and gave them some recommendations of what they thought was happening and that resulted in the VFD's. They are trying to proactively understand what is happening with their groundwater and keep their equipment in a state where they have adequate capacity and so far they can. He advised that it is not cheap. Every time that they refurbish these things they are quite expensive.

Council Member Bompreszi asked if they approve this tonight if it immediately goes into effect. She knows before when they went to Stage III it was certain times of the year and this will be year round.

Mr. Randall responded that this will be in effect until the Council rescinds it if they so choose.

Council Member Bompreszi stated if they per chance get a wet fall or spring because they had an unusually warm March. They had 90° and it was very, very unusual for March.

Mr. Randall responded that is why they brought it as an ordinance that is amended by resolution. He stated that any first or third Wednesday they can turn it on or off or change the level.

Mayor Poythress asked if Governor Brown's law is good through February of next year. He noted that it seems like he read something about that.

Mr. Randall commented that he is not familiar with that provision.

Community Development Director David Merchen stated he thinks Mayor Poythress is correct. He thinks it was 270 days or something like that.

Mayor Poythress commented that if there are no other questions or thoughts at this time he would like to hear from the public. He would like to keep comments to under three minutes. He invited speakers to the microphone and asked that they state their name and address for the record.

Mike Fuller, residing in Madera, California, stated he would like to concur with the comments made about the carwashes. He commented that there used to be an insurance office but now it is a bail bonds office across the alley behind his house and there are carwashes every weekend, Saturday and Sunday, pretty much throughout the year. He thinks it is a fundraiser for an alcohol recovery program related to a church. He has been tempted to complain because it is pretty noisy too but the only thing he wants to say is he thinks, even if the amount of water use is small, he thinks it just sends a great message to the community as a whole and also for enforcement just a ban might be helpful. He thinks people will be creative and figure out other ways to raise money for funerals or whatever. He added it is not that it will be an easy adjustment but he thinks he would recommend that kind of approach. Also as far as his yard goes he doesn't have any grass. He has over 100 trees which is a little bit different than most people, fruit trees. He is not growing vegetables right now because of the drought but he has been on drip for about eight years already. He advised that his drip is below 4 to 10 inches of mulch and rather than water twice a week, historically during the summer, he waters twice a month and now he is cutting back to once a month to see how his trees handle the stress. He saves all his water bills so he can monitor his usage but just as a comparison, when he used his house as a rental, he qualified for some energy conservation programs and it is probably at least \$4,000 to \$5,000 worth of work that was done on his house both insulation in the attic and it was free. It didn't cost him a thing. He checks every month on the PG&E website because he can monitor his energy use both gas and electricity and they send him, it is at least quarterly, maybe monthly report, and generally most months his house is more efficient than similar efficient houses but it has helped a lot. He mentions that because of one investment that was made through a conservation program and noted how easy it is for him to monitor his use. He just goes online. He knows there was an article in the Fresno Bee about how some kids proposed a similar program that would be available on people's app phones. He would really encourage those kinds of approaches because he thinks he is already conserving a lot of water. He has a low flow toilet, low flow showerhead and all that but he is eager to take a much closer look at how much he is saving. Before he planted his trees he grew what is called cover crops, green manure, and he had a compost so he added a lot of organic matter to his soil and it really increased what they call the tilth which helps with water penetration but also the increased amount of organic matter holds water in the ground also. He keeps the base around his trees clear of mulch to prevent disease and those kinds of things so they can see how quickly it gets dry. He advised that underneath the mulch it stays wet a really long time. He has had some communications with Director of Parks and Community Services and the City has begun to use a lot more mulch but just as an example, if they look at the river trail between Rotary Park and Schnoor there is no mulch there; it is just bare dirt. He added that new water wells around the trees have been dug recently but it is just bare dirt. He added that weeds are an issue. He thinks they are using roundup mostly to control that but his experience has been that fairly deep 4 plus inches of mulch with the drip irrigation underneath creates a tremendous amount of water savings so he would suggest that his house is at least somewhat of a model but he is really looking for more effective ways to monitor his usage so he can increase the water conservation efforts that he uses. He is beginning to look at gray water and that is similar to the energy conservation he did. He is already in his research but he is looking at about \$3,000 to \$5,000 to install a system that would collect both his gray water and his rainwater. Mr. Fuller stated he applauds their efforts and he wishes the whole City a tremendous amount of success in this regard.

Mayor Poythress thanked Mr. Fuller.

Mayor Poythress asked if there is anybody else who would like to make a comment. No additional comments were made.

Mayor Poythress asked if there are any other comments.

Mr. Richardson stated that in light of the discussion of the charity carwash issue and the prohibition there would be two options basically. He tried to come up with something on the fly here that they could insert in there. He noted that it is obviously not his preferred course but he thinks it would work and the other option would be to bring something back but they are looking at another couple weeks of delay. What he has come up with, if the Council is interested in hearing it, he can kind of let them know.

Council responded yes.

Mr. Richardson stated his thought is inserting language at the very end of Subdivision (A) right before the exception section. He is assuming that they want it about Level C or greater. It would read upon adoption of Level C restrictions or greater all organized carwashes not conducted as part of a licensed business shall be prohibited. He noted that he doesn't know if that gets them where they are going or not.

Council Member Medellin asked Mr. Richardson to repeat it.

Mr. Richardson restated that based upon adoption of Level C restrictions or greater, which is what he thinks they will be considering tonight, all organized carwashes not conducted as part of a licensed business shall be prohibited.

Council Member Bompreszi stated she thinks they kind of wanted it prohibited all together.

Mayor Poythress stated that a licensed business is not prohibited.

Council Member Medellin stated that was kind of what his question is. Does that mean, for instance...

Council Member Bompreszi questioned if they are at Level III and they go to Level II that the carwashes are allowed again.

Council Member Medellin stated what he is saying is if there is a licensed business and they want to use water for carwash efforts, they volunteer their water usage, if that would that be allowed.

Council Member Bompreszi stated that what the City Attorney is saying is if they adopt a Level C or greater, in his verbiage, then the carwashes would be prohibitive but in her mind...

Mr. Richardson stated that it would be prohibited if they are not part of a licensed business.

Council Member Bompreszi stated that if they go back to Level II they would be allowed again and that is what she is trying to clarify.

Mr. Richardson commented that he just threw that out there and the Council is welcome to change it.

Council Member Bompreszi stated she thinks they should be banned no matter whether they are at Level I, II, III, IV, etc. That is her personal opinion.

Council Member Medellin stated what he is getting at is the licensed business. That is what is throwing him because he has a licensed business so he can have somebody come to his licensed business and use my water for fundraising efforts. He wants to be sure that is clear.

Mr. Richardson responded that Council Member Medellin likely has a permit to run his business that may prohibit that.

Mr. Randall responded that if he understands what Council Member Medellin is saying, he thinks there might be a little division of thought here. They are talking about a licensed carwash business.

Some Council Members stated that is what they were thinking.

Council Member Medellin stated then that it has to be a licensed carwash business. He stated that as far as Level C restrictions he was ok with that.

Mr. Richardson replied that is a good addition.

Council Member Rigby stated he noticed in Mr. Randall's description of recreational water, adding that this is coming from a youth pastor, it reads the use of waterslides, outdoor activity during the summer time, that sort of thing, and asked if there is a prohibited amount of use on those types.

Mr. Richardson responded that was just food for thought and it is not part of it.

Council Member Rigby stated that answers his question.

Council Member Medellin stated that it would be limited to their address and the day that they can water.

Council Member Rigby stated he would imagine so and the time.

Council Member Medellin stated that it is only one day a week on Level C as long as the party is on that particular watering day.

Council Member Rigby stated it would be between 7:00 and 10:00.

Council Member Bompreszi added either Saturday or Sunday.

Council Member Medellin agreed that there would be some restrictions.

Mr. Richardson advised he would read it for the record as it has changed. He would have an insertion right at the very end of Subdivision (A) that says, upon adoption of Level C restrictions or greater all organized carwashes not conducted as part of a licensed carwash business shall be prohibited. He asked if that gets them there.

Council agreed.

Mayor Pro Tem Oliver stated he doesn't want to get off subject but he feels Mr. Fuller brought up a real great point about information and being able to track consumption. He also knows that in the staff report it mentioned that currently they don't have the means for the public to readily monitor their consumption but they are in the process of transitioning to a new data management software and that there might be some options to opt for some increased features that would provide that. He just wanted to make a point while they are still on the subject that he thinks that would most definitely be something to look at. He thinks information is power and Mr. Fuller made a really great point and obviously leads by example.

Mayor Poythress stated if there is nothing else they have three items for action.

Council Member Robinson stated that it is kind of drastic one day watering. He asked if it is possible to have one day watering and one day drip.

Council Member Medellin responded that drip is allowed already.

Council Member Robinson stated that the extreme is drip only.

Council Member Bompreszi stated that is the next level.

Mr. Tooley stated he doesn't pretend to be an expert on hydrology or watering but the feedback he has got from some people is that in fact, even on drip irrigation systems on plants, it is actually more effective to water only one day a week because it forces the plant to develop a deeper root system. He thinks that their use of drip irrigation on a one day a week basis would be consistent with the action that they are considering this evening.

Mayor Poythress called for reading of title.

The urgency ordinance was read by title by the City Clerk.

ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER MEDELLIN, FURTHER READING WAS WAIVED AND ORD. NO. 921U C.S. WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

ORD. NO. 921U C.S. ADOPTION OF AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING PORTIONS OF CHAPTER 5, OF TITLE V OF THE MADERA MUNICIPAL CODE RELATING TO WATER SERVICE RESTRICTIONS

Mayor Poythress called for title on the second item.

Mr. Richardson stated he wants to make sure for the record that he is clarifying that that same language, since these are identical ordinances outside of the urgency language, is inserted in both of them.

Ms. Alvarez agreed.

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

ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY MAYOR PRO TEM OLIVER, FURTHER READING WAS WAIVED AND THE INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING PORTIONS OF CHAPTER 5, OF TITLE V OF THE MADERA MUNICIPAL CODE RELATING TO WATER SERVICE RESTRICTIONS

Mayor Poythress announced they also have a resolution.

Council Member Bompreszi made a motion to approve the resolution with the added language that ...

Mr. Richardson responded that they don't have to do that because the ordinance language will automatically count for that. He stated that the fact that they are enacting Level C would kick that in.

ON MOTION BY COUNCIL MEMBER BOMPRESZI, AND SECONDED BY COUNCIL MEMBER MEDELLIN, RES. NO. 15-86 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 7-0.

RES. NO. 15-86 A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA ENACTING LEVEL C DROUGHT WATER RESTRICTIONS

D. WRITTEN COMMUNICATIONS

D-1 Written Communication from the Madera Rescue Mission Requesting Waiver of Fees and Report by Chris Boyle

Mayor Poythress stated he has a conflict of interest on this item due to a customer relationship and turned the gavel over to Mayor Pro Tem Oliver.

Mr. Tooley asked if the Council would consider taking a quick 5 minute break. He thinks it would be useful for them to make sure they are coordinating what he just said and he thinks maybe a break outside the room would be useful.

The Council recessed at 7:45 p.m. and returned at 7:52 p.m. with all members present.

Mayor Poythress announced that they are back in session and as he mentioned previously he is going to hand the gavel over to Mayor Pro Tem Oliver due to a conflict of interest. Mayor Poythress exited the Council Chambers.

Mayor Pro Tem Oliver announced that they would move on to item D-1 and read the item title.

Planning Manager Chris Boyle stated that as a mechanism to background the Council in advance of hearing the written request, on April 14, 2015, the Planning Commission provided direction to the Madera Rescue Mission to complete certain components that had specific costs associated with them in order to provide for compliance with the conditions of approval for the use permit that governs the Rescue Mission. From that staff directed the applicant to make two separate requests for a request to absorb those costs associated with those requirements. He commented that the first requirement was to either install water meters onto the site or to complete a deferral agreement through the Engineering Department and that is one of the written requests before the Council. He advised that the second direction from the Planning Commission was to amend the conditional use permit to best accommodate outdoor events and to better refine what special events were and how those processes would be completed. He added that as a component of that the Rescue Mission was anticipating certain improvements onto the site and they would incorporate that request within any application to modify the use permit. Mr. Boyle introduced Mike Unger, the Director of the Madera Rescue Mission.

Mike Unger, Director of the Rescue Mission, stated he is not exactly sure how to approach this. He is not sure how hard he is going to have to sell it. He commented that the reality of the matter is that they have over the course of the last two year, noting that December of last year they went through a process and the process was approved by Council, costs were deferred and they greatly appreciated when they were deferred because most, if not all, of the corrections that they applied for in that process have been completed by companies within the community that have provided services. He thought rather than come up earlier and spend two minutes providing them a backdrop of what they are doing as a mission over there, he was hoping he might take those two minutes now to give them just a brief overview of what the mission is doing and where they are at today if he could. He knows they are going long so he will be quick.

Mr. Unger stated, just to let them know, needs and requirements have increased as they likely know. He noted that the situation is not unique to Madera. They see it everywhere and with that they have seen an increase of meals served each month to the tune of around 6,000 meals per month. They service over 2,000 bed nights per month and they distribute 300 to 500 food boxes in conjunction with the food bank. He stated that is just the scratch of the surface, if you will. With their emergency shelter services they provide numerous opportunities for people to find housing and they have a number of, in fact many, many instances of success, hundreds of clothing referrals provided by various agencies. He added that, in fact one of the gems or jewels, if you will, is that they have an inpatient 12 month program designed to help folks that are addicted to any number of things and that 12 month program has had some, what he would consider, considerable blessings. By that he wants to say that they have, in the last two years, graduated 42 people that have not only graduated but gainfully employed and/or going to college. They have got another 5 graduates coming June 6th and he would like to invite anyone who would like to come out to that event to please join them. In essence, what he guesses he is saying here is that all of this is provided to the public, to the community at zero cost. By that, zero cost to the City. He stated that there is a cost attached and the churches have absorbed that cost as have many of the local individuals, mom and pop, Mrs. Henderson's, you name it that have seen an inherent value to what they do. With that

being said they have received a bid to do the water meter. From what he understands it is a good bid. It is not an unreasonable number. He stated that the issue he thinks, at this point, is the bid is such that they are looking at \$20,000 at a time when it is difficult to come up with \$20,000 going into summer. He added that traditionally donations and funding does down during those months and he is hoping that the Council might see fit to provide a deferral and in that, as mentioned earlier, they were also willing to absorb, and again appreciated by their team, the cost of the initial improvements he was hoping that they would once again entertain that as an option. Mr. Unger stated that if he has understood what has been said, he would be happy to answer any questions at this point.

Mayor Pro Tem Oliver thanked Mr. Unger for all of their good work and the organizations good work over all these years. He stated that it is certainly noticeable by all of them up here and in their community.

Mayor Pro Tem Oliver opened it up to Council for any questions. He noted they are asking for one, the deferral of the required improvements to water services as well as waiving of \$1,545 in Planning fees, and asked for confirmation, for some of the site plan review and...

Mr. Boyle responded that there are two requests that the Council is reviewing tonight. The first request is the cost associated with processing the deferral agreement by the Engineering Department. He advised that the applicant would like to defer the improvements, the installation of water meters and associated improvements. Mr. Boyle commented that in order to do that he would have to make application to defer those improvements and enter an agreement, per Council direction, with the deferral agreement that would come before the Council. He stated that the Engineering cost to complete that would be \$325. Mr. Boyle commented that the second request is to absorb the cost of Planning entitlement fees to complete the directions that were given the applicant by the Planning Commission to amend the use permit and the request of the applicant to provide for additional improvements onto the site namely the refrigeration units and the demolition of other infrastructure that is there right now that he would like to remove.

Council Member Rigby asked if that is two separate motions.

Mr. Boyle responded that he believes they could take that as one motion.

Council Member Medellin stated he knows this came up last time and asked the City Attorney what they would have to consider so that this would not be a gift of public funds.

City Attorney Brent Richardson responded that basically their consideration on a gift of public funds issue is that it benefits the community generally and probably with something like the Rescue Mission he would advise that they likely could get there.

Council Member Rigby stated so that they may answer that question for Council Member Medellin, he asked Pastor Unger if he wouldn't mind maybe alluding to how many do end up on their doorstep on an average night drunk that provide their law enforcement men to not have to step in and go into action.

Mr. Unger stated that having been a Royal Canadian Mounted Policeman he knows there is a cost per call equated to every incident of that nature. He would suggest that of the 70 to 80 people they house, and they are not all the same people per evening there is probably at least 15 plus individuals that likely would be considered drunk in public, a nuisance, a danger to themselves or others; that sort of thing that they routinely kind of manage, if you will, and of course there is a broad spectrum of mental health and behavioral health issues that they deal with on an ongoing basis that he thinks fall into that same pool, if you will.

Council Member Medellin stated he is familiar with the people that visit and on one hand when you think about the growing number of people it may send a bad message but at the same time the message he is hearing is that they have a place to go. He sees them from the river and Rancho San Miguel, in that area, walking down the street. There is a place for them to go is what he is saying. Having that opportunity from the efforts of Mr. Unger and his staff over the years has been great and it is a great success. He restated that it really is and they do really appreciate their efforts in what they have been

doing. He just wants to make sure that what they are doing here is not setting precedent for somebody to come forth and there is certainly no question about the benefit to the public on what they are doing. Council Member Medellín stated that his final question is kind of open here, it says, defer those improvements to a later date. He asked if there is a particular number that they have to put on that or is that just kind of open ended. Do they come back noting that sometimes it is a year. He asked Mr. Boyle if they are going to be specific on that.

Mr. Boyle stated that speaking for the City Engineer, typically a deferral agreement is as directed by the City Engineer.

Community Development Director David Merchen stated, to clarify, the request this evening is to waive the fees to apply for a deferral agreement. He noted that there is no agreement that has been drafted at this point so the recommended terms have not been set just yet.

Mr. Richardson responded that agreement would come back before the Council.

Council Member Medellín stated he thinks he has said his peace and his feeling and as far as the benefit to the public and the community absolutely.

Mr. Richardson commented that they might also add that there really is not a waiver of the fees. It is actually they are deciding to allow the general fund to absorb it obviously.

Mayor Pro Tem Oliver stated that with that, unless there are any other questions, he shares the same feelings and sentiments as his colleagues. Mayor Pro Tem Oliver stated he would entertain a motion for action.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO APPROVE ITEM D-1. THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON AND THE MOTION TO APPROVE THE MADERA RESCUE MISSION REQUESTING WAIVER OF FEES TO BE ABSORBED BY THE GENERAL FUND WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSTENTION: MAYOR POYTHRESS.

Mayor Poythress returned to the Council Chambers.

D-2 Presentation on Resources Available at the Madera County Library

Ellen Mester, Madera County Librarian, stated this evening she wants to give a presentation and information about the resources at their library here in Madera. She advised that she would start out with a short video clip that was created by the American Library Association. She stated she has cut it down a little bit. She noted that it starts out with a father reading to his young daughter. She had to cut that out but it is just going to come right in with him talking about how he feels about his taxes being used in an appropriate manner.

Ms. Mester stated she thinks that video encapsulates the essence of what libraries are all about. She thinks that it is really important that they all understand the value of libraries and that is what she wants to talk about besides the resources that they have. Ms. Mester advised that the Madera County Library is one block away from here on "G" Street and they have just completed about \$500,000 worth of renovation thanks to the Red and Nancy Arnold Foundation. If they haven't been to the library in a while she encourages them to stop by and see it. She noted that it has really transformed the library and it really looks great.

Ms. Mester stated she is going to give them some current statistics. She wants to remind them that they are talking about the Madera Library only. There are five libraries in Madera County. The Madera Library is the headquarters and the largest library obviously and they have four branches: North Fork, Oakhurst, Ranchos, and Chowchilla. She stated that the Madera Library gets an average of 8,500 people a month coming through their doors and in the summer time it is 10,000 a month coming through their doors. She noted that 6,500 of those 8,500, that is 3 out of 4 people, who regularly use the library in Madera live and

work in the City. She thinks that is pretty significant. She commented that half of their entire budget for all the libraries in Madera County goes toward the Madera Library. She stated that the usage and need for their libraries has increased and that is nationwide but unfortunately the funding is always a struggle for libraries including their library here in Madera.

Ms. Mester stated that some of their library services that they might not be aware of, and a lot of people, if they haven't been to the library recently have an idea from their childhood or younger years of the library being just a place that houses books; just a building that houses books and people go and check out. She noted that the library has evolved to meet the needs of the community and of the times. One of the important things of course is the free internet access and that is available through Wi-Fi so they can bring in their own device and use their internet for free or, if they have a library card, they can get on one of the public computers. If they don't have a library card they will give them a visitor pass at least one time but they encourage everybody to get library cards. They have these great databases. She stated that the one for auto repair is really popular. If they have a 1967 Mustang that they are working on to restore they can, with their library card, from their home computer through their library webpage access this database, pull up the schematics for this 1967 Mustang, and print it in less than a minute. She stated that this is wonderful. These databases have really valuable information that has been pared down and vetted so it is all really, really good stuff and all those databases are very valuable and cost a lot of money. The way that they are able to have these things available in their libraries here in Madera is because they belong to the San Joaquin Valley Library System. They are part of a consortium and that way they can get these wonderful resources at a reasonable price and with the consortium they can borrow a book from Bakersfield and have it delivered here to Madera for 50 cents. She stated that it is an amazing value to their community.

Ms. Mester added that they also have copy machines, printing. They can scan people's documents, save it to a flash drive for them. They have a fax machine that will be coming really soon and it will be a public fax machine. She advised that is going to come with their Veteran's Resource Center which will be coming in July. They are working with Charles Honeycutt and David Rose on that. This will be a part of the library where veterans can come and they will have computers and printer available just for them so that they can apply for benefits online. They can talk to counselors there. There will be some staff there that are paid for by the Veteran's Administration as work study employees. They are looking forward to that and they are really excited about that.

Ms. Mester stated that they also have a California History Room that has some of the original City and County ledgers. She noted that these are beautiful handwritten ledgers that are just priceless. They have photos, documents and it is a wonderful archive collection that they have that they allow people to view, with a staff member of course, and they have many historical photographs and collections. They are working especially on a Native American collection that encompasses the tribes in Madera County. She noted that it has world history videotaped interviews, photos of course, baskets and it is wonderful. She added that they want to do that for all of the different ethnic groups here in their City and County. They have historic newspapers that they have digitized through grant money especially like the Madera Tribune, the Madera Mercury, the very first editions. She advised that those will be coming online through their webpage probably July 1st. They are hoping for that so if they want to look up an old article in the Madera Mercury they can just go through their webpage and type in the date or a keyword and pull up the article. She stated this is really a wonderful thing.

Ms. Mester commented that they also have a local author collection that is priceless. She advised that they have several local authors here in Madera such as Sheriff John Anderson, Glenna Jarvis, of course Frank Bergon very famous, and others including Tim Desmond. She noted the local author's books that they have published and these are available for check out at the library so it is a special collection and very unique to their City and County.

Ms Mester stated they also have children's computers and children's programs, most importantly, the summer reading program which helps children maintain that reading level and prevents that summer slide that they often will have in achievement if they don't continue reading over the summer. She stated that the education component of the library is all these programs that they have such as Early Childhood

Learning. They have a Story Time that is just wonderful; a weekly story time and that helps preschool children learn how to sit quietly and listen, follow instruction, all things that will prepare them for Kindergarten and that is really important. She added that the AWE computers are a touch screen computer so even toddlers can interact with the computer, learn their colors, their numbers, all these things are very valuable especially for people who aren't in any kind of preschool program. They kind of fill in the gap for those people that aren't in a structured program school environment. They also have elementary support. They have AR chapter books, common core curriculum support materials, online support tools for the students, free tutoring, positive environment, all these things for both elementary, secondary and even lifelong learning. This is adults who maybe want to change their career or they are just interested in finding out information about colleges, things like that for older adults and younger adults; it doesn't matter. They have all that information there for them. She commented that it is a value to the community.

Ms. Mester stated that the library is always considered an anchor to a community. They offer a safe, neutral facility where people can meet, learn, study. They have people that come in every day just to read the newspaper. It is a nice place to hang out, peaceful usually. She added that the library serves everyone especially residents who don't have a smart phone or a laptop or a tablet or whatever. They come to the library to use those facilities. Ms. Mester noted that when she says it serves everyone, she always thinks of the Woodward Park Library. She stated it is kind of a funny story she thinks because when they wanted to build that library originally people in Fresno were like why would you build a library in an affluent part of town; those people don't need a library there. They have all their computers and everything at home. They can buy books through Amazon. They don't need a library. She asked that they guess what is the busiest library in the whole San Joaquin Valley, Woodward Park Library. They are open seven days a week and every time they go there it is always full including affluent and people not so affluent but it just goes to show that everybody values the library; everybody uses the library no matter what their income is. She stated that they are the cornerstone of their democracy in that they provide free access to information and that is really important to their society and it is a doorway to cultural and community growth as well. That is how they learn and grow as individuals and as a community.

Ms. Mester added that the library also increases property values and desirability to reside in a community. She noted that many people, when they are shopping for a house will look for schools, what are the schools nearby and library is one of them; grocery stores, library, schools. She stated that it definitely adds to the property value.

Ms. Mester stated that the long term effects are there is a direct correlation between education and a crime. She commented that education goes up; crime goes down. She added that education creates better jobs, better citizens, more community involvement and that is where they are. They are under that umbrella of education; schools and libraries go together under education. Ms. Mester commented that is always a solid investment in the future education, libraries. Ms. Mester stated that Ben Franklin who created the first free public library in 1731 in our country once said, an investment is knowledge always pays the best interest.

Ms. Mester stated she would finish with a brief video by Neil Gaiman who is a very famous British author. He has written both children and adult books and he is a very strong library advocate. He did this very long presentation but she just cut it down to a short bit. After the video, Ms. Mester stated that concludes her presentation and offered to answer any questions.

Council Member Bompreszi asked what their hours of operation are.

Ms. Mester replied they are open 11:00 a.m. – 6:00 p.m. Monday through Thursday, and 11:00 a.m. – 3:00 p.m. Friday and Saturday. She wishes they could have longer hours. That is something that people have asked them for but they just don't have the staff. They have been cut, cut, cut every single year since the recession. They can barely keep the doors open with what they have.

Council Member Rigby thanked Ms. Mester for all she has done. He applauds her efforts not just toward maintaining or advancing literacy among their children but even for staying current and moving forward

with technology. He thinks that is a big deal. One thing she was reluctant to mention, he is surprised, is their connection to the 3M Cloud library system which is something his wife utilizes quite often. If she is not frequenting their library with their 3 month old in a stroller, she is digging around her iPad with the 3M Cloud library system. He thinks that is an incredible system. He thanked her for partnering with the other libraries of the San Joaquin Valley to make that available. He added that he misses a check out program where the library would once offer prints of fine art to be checked out for period of time and that was something that his grandmother utilized often and introduced him to. He noted that it went away at the time but he would be very interested to see that return; maybe a partnership with the Madera Art's Council.

Ms. Mester replied that they do partner with local artists who show their work in the library, like their local authors. She added that every month the artist changes out their artwork and they have a different artist come in. She knows what he is saying about the print collection. She doesn't know if many libraries are even doing that much anymore. It is just hard to do everything for everyone unfortunately especially with the limited resources that they have. She referred to the e-books that Council Member Rigby mentioned and stated that is wonderful. She noted that the other counties around them supplement their e-book collections with their own private e-book collections. Ms. Mester stated they don't have the funding for that so they are kind of behind there. They just have their small 3M collection and it is a long waiting list for a lot of people and they get frustrated. She added that they can't go to Fresno and check out their e-books. It goes by their residence so if they live in Madera they have to make do with what they have but that is something she would really, really like to do is expand their e-book collection, have some audio download books. People are asking for that all the time and that is another platform. She noted that all those platforms are like \$3,000, about \$7,000 if they want to expand the collection to a decent size. If they were to get the audio downloads and more e-books they are talking upwards of \$10,000. She commented that it is hard to do right now.

Council Member Medellin thanked Ms. Mester for the presentation. He commented that he needs to visit the library and take a tour. He was probably in the 3rd grade the last time he went. He referred to her comment that out of the 8,500, she said 6,500 are City residents. He asked if she has a breakdown by age or address or things like that. He asked how they arrive at that number.

Ms. Mester responded by their library card. They can pull up data if they check out books but they also have a lot of visitors. She noted it is just empirical data. They see them come in every day and they know where they live. They live in the neighborhood. They come and read the paper. They look at books. They attend their programs so that is where they are getting that 3 out of 4. It is empirical and also from their library software that they can tell.

Council Member Medellin thanked her again for the presentation.

Council Member Bompreszi referred to their new Veteran's Resource Center. She noted that Ms. Mester had indicated that there will be people there to assist the veterans work study. She asked if they will assist the veterans as far as assisting in filling out any paperwork that they might need.

Ms. Mester responded yes and that is their role. She stated that the library staff obviously they don't have a clue. This is a grant that is funded by the state library and the VA. They provide work study students. The VA will actually pay these students to come. They will also have volunteer veterans that will be there at set times. She noted that they will say for example Tuesday, Wednesday and Thursday from 1:00 p.m. – 2:00 p.m. there will be somebody there to help you so that the veterans will know then. If they don't need any help they can just come use the computers, get online to their account, fill out the applications for jobs, health care, any veteran benefits. She restated this is all being done by a grant through the state library and the VA. They are excited.

Council Member Bompreszi agreed that is going to be valuable because she knows the backlog there is. She noted that their veterans do a wonderful job.

Ms. Mester noted that they don't have a place to actually work and some of the veterans don't have computers and they struggle to fill out these applications. They are very tricky so that is why they feel the resource center will be very helpful.

Mayor Poythress thanked Ms. Mester and stated his appreciation.

E. ADMINISTRATIVE REPORTS

E-1 Direction from Council Regarding Written Request from Madera National Little League on Proposed Field Improvements at Lions Town and Country Park

Council Member Medellin stated that as he did prior, he is going to have to recuse himself on this particular issue. Council Member Medellin exited the Council Chambers.

Parks and Community Services Director Mary Anne Seay stated that in November of last year the City received a letter from the Madera National Little League requesting permission and assistance to renovate the field to 50/70 standards. She noted that letter was forwarded to her department. She and John Scarborough met with Mr. Steve Barsotti and Brian Driggs and discussed the possibilities of field renovation. They brought a very nice presentation. After looking over the presentation they quickly realized that what they were asking of the City, she could get to \$200,000 without working too hard at it. They had a pretty frank conversation about how they saw this working best for them.

Ms. Seay advised that they have a capital improvement plan, as they know, that they approve every year. She noted that one way would be to get in line with all the other capital projects they have. Another is how a lot of parks infrastructure is maintained and added throughout the course of the year is through their service clubs and groups that use the facilities often. She added that the baseball fields in Madera were built by the parents of baseballers years and years ago. She commented that the first iterations of the park they see now were built with sweat equity from community members. They talked to Mr. Barsotti and Mr. Driggs about the value of that kind of work and that the City would be committed to working with them in partnership. The first thing they wanted them to do was to get in front of the Council to present the idea which they did at the March 18, 2015 meeting. Council directed staff to present some information. They met with Little League a couple of times and they have pared down their ask of the City. Basically they are asking for four things. They are asking one, for permission to do the renovations. Two, they are asking for an absorption of the fee which in checking with Steve Woodworth from the Building Department amounts to about \$100. Three, they are asking for help in removing two of the larger conifer trees there that they felt would be unsafe to do themselves. They got a price quote of about \$1,900. Four, they are asking for staff assistance as they move along a phased process that will straddle two maybe three years. When they met with them again in the spring this year twice, from their first meeting in November to their second and third meetings they saw so much progress that they had made; so many connections to the community. They got PG&E to volunteer to take the light poles down and move them back. She noted that right there was going to be a huge expense that the City was not prepared to offer. They see a tremendous amount of skin in the game, if you will, on behalf of the Madera National Little League and staff is looking for Council's guidance. She advised that what it would take from the Council would be a nod of the head and they could make some minor budget adjustments for the budget they are going to hear in a couple of weeks. With that she would like to invite Mr. Barsotti up if he would like or take any questions.

Mayor Poythress stated he thinks this is fantastic. What more could they ask for, community groups coming up and stepping in. He wished all their projects could have folks like this through the leadership and investment and community effort. It is a great tradition. Mayor Poythress stated he would give his nod of the head right now. He commented that he can't believe that there would be an issue with that.

Council Member Rigby stated he is very curious, and asked that they correct him if he is wrong, and commented that there are two 50/70 baseball teams in Madera currently. Both combine American League Baseball players along with National League players. He commented that to play 50/70 they have to go to either Chowchilla or River Park locally.

Mr. Barsotti responded that is correct.

Council Member Rigby stated there are approximately four teams in this league that are 50/70 baseball players.

Mr. Barsotti responded currently that is correct.

Council Member Rigby commented that there are 12 little league teams just in National League and asked if that is correct.

Mr. Barsotti responded that National League has 23 little league teams.

Council Member Rigby stated that out of those 23 little league teams just nationally and then in combination of American League they are only able to field two 50/70 teams mainly because of their junior high programs being so excellent as well as their Babe Ruth programs and 50/70 is sort of the graduate of little league. He noted that it is sort of the tweener between those who aren't quite ready for Babe Ruth physically, mentally, whatever they want to say, it is sort of the in between line.

Mr. Barsotti responded that he would agree with Council Member Rigby's second part with regard to the in between for those who are maybe not ready for the 60/90 field or have a high enough skill for the 46/60.

Council Member Rigby stated he thinks they have really great little league fields. He thinks they are awesome. He noted that in order for it to become a 50/70 field they would be sharing one mound and asked if that is correct.

Mr. Barsotti responded they would be sharing one mound just as they do at River Park and Chowchilla. He noted that the back base would be 50/70 and the front base would be 46/60.

Council Member Rigby stated that is two rubbers, one mound.

Mr. Barsotti responded correct.

Council Member Rigby stated he is curious what it would look like if they took that softball field on the direct corner of Howard and Schnoor and looked at turning that into a 50/70 field.

Mr. Barsotti responded they certainly could however, if they are looking at Howard and Schnoor that means they are going to put a fence up. They have always been told they couldn't do that because it is a multi-use field. By their putting in a fence they have just eliminated any sort of soccer or anything that they will have there.

Council Member Rigby stated he is not against it. He just kind of wants to look at all the options before he nods his head.

Mr. Barsotti stated they are not thrilled about spending the money either. They would like to have it too but they are also looking beyond just 50/70 for two teams. They see little league in the next three years going into a direction to compete in Cal Ripken on a 50/70 level so if they are going to compete they need to have fields ready to compete with. He added that when they talk about Babe Ruth and part of that program is the Cal Ripken program. If they ever came in and brought that in that pretty much goes in direct competition with little league and little league in Madera has been here since 1952. They want to maintain their competitive ability and they want to make sure that they have the fields available. Right now they are serving 350 kids and they are maxed at 350 because they are only allowed to use two fields in that facility. What they want to do is get prepared to, as this system grows and they get to 400 kids or what have you, that they have the ability to do that. Right now they are having to use Millview which is not a little league field. It is a softball field. He noted there is no mound. They have to bring in a mound

every Sunday. They have to bring their own bases out. He commented that is a dual use field, softball and 50/70. He stated this would eliminate that issue.

Mayor Poythress asked the City Attorney what they should do if everybody is in agreement.

Mr. Richardson asked Ms. Seay if they are looking for monetary commitments too; is there a component of that that affects the budget.

Council Member Bompreszi responded that there is a waiver of the fee and the tree removal. She added that her personal feeling is that it is the City's park and they need to do the tree removal anyway because they use it for other things.

Ms. Seay asked for the question to be repeated.

Mr. Richardson replied that the question was whether they need a motion or not. He thinks probably in this case he would rather see a motion on this one.

COUNCIL MEMBER BOMPRESZI MADE A MOTION TO APPROVE THE WRITTEN REQUEST FROM MADERA NATIONAL LITTLE LEAGUE. THE MOTION WAS SECONDED BY MAYOR PRO TEM OLIVER AND THE MOTION WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSTENTION: COUNCIL MEMBER MEDELLIN.

Council Member Medellin returned to the Council Chambers.

Mayor Poythress thanked everyone and stated their appreciation for all the great work and leadership.

E-2 Presentation of the Preliminary City of Madera Internal Services and Special Revenue Fund Budgets for Fiscal Year 2015/2016

Director of Financial Services Tim Przybyla stated there will be no motion on this item and the budget will be presented in a couple of weeks. Mr. Przybyla offered to answer any questions regarding the report that the Council might have otherwise they will look forward to looking at the budget in more detail in a couple of weeks.

Mayor Poythress asked if there are any questions for Mr. Przybyla. No questions were asked.

F. COUNCIL REPORTS

F-1 Request from Madera Unified School District to Appoint Two Council Members to Serve on the Superintendent's Executive Community Committee

Council Member Rigby and Council Member Robinson were appointed to serve on the Superintendent's Executive Community Committee.

Other Council Reports

Council Member Robinson reported that he attended the auxiliary for the Rescue Mission. They are looking for donations of toiletries.

Council Member Robinson reported that he attended the landscape maintenance district for Proposition 218 at Pershing Elementary along with Mayor Poythress.

Council Member Robinson reported that today he attended the San Joaquin River Conservancy Board meeting in Fresno.

Council Member Robinson reported that he attended the Performing Art's meeting at the Redevelopment office.

Council Member Robinson reported that he attended the American Council of Engineering Conference.

Council Member Robinson reported that he attended the Carpenters Union meeting for the sheet metal graduates.

Council Member Bompreszi stated she wasn't here at the last meeting because she was at a Governing Board study session. She wanted to voice her thanks to the City Clerk and her team for the wonderful booth they had at Relay for Life and for their fundraising effort. She asked Ms. Alvarez what the final number was.

City Clerk Sonia Alvarez replied that the City Team had about \$3,400 and for the County it was about \$92,000.

Council Member Bompreszi stated it was a wonderful event and thanked the City Clerk for doing that.

Council Member Rigby stated he had the pleasure of attending the South Lake Street Neighborhood Watch. He is really excited for the development that is happening in that neighborhood. He commented that a lot of people are coming out and are really interested. There are relationships being built between the Madera Police Department and some of the residents around.

Council Member Rigby reported that he had the opportunity to speak on behalf of the City at Teach One to Lead One Millview Graduation. He was really impressed with the program that has been brought in and the types of kids that they are putting out.

Council Member Rigby reported that yesterday he had a chance to have lunch with the Fresno Mayor Swearengin at what they call the Hope Incubator where several business leaders and others come together to share inspiring stories that link businesses with local governments.

Council Member Holley reported that he attended the Baccalaureate graduation for Madera College at Southern Baptist Church on Monday night.

Council Member Holley reported that he is still working at Sierra Vista and he loves that school.

Council Member Holley reported that he attended a meeting the other night at MLK for their Prop 218 deal. There were three great men there.

Council Member Holley reported that he attended the McNally Park Jesse Owens Games on the 9th. He just wanted to say to the City of Madera, and Police as well, thank you for 28 years of being a part of this City, putting on the games. He added that Parks and Recreation has had his back for over 28 years. He gave them a shout out and thanked them. He also thanked the City for coming out in support over the years not just on that day but all the 28 years that he has done this. His heart still goes out to Sam Armentrout and his family because without him and the encouragement that he gave him a few years ago, he didn't think he would really be up to this plate. He also thanked Larry Hibdon. He thanked those who stood behind him and the City. He couldn't have done it without them. To his colleagues that were there in support now and in the past, it was awesome. He added that he is not coming back. He has been asked that question 28 times already but it has been a good run. He thanked them and the Lord for what he has done.

Mayor Poythress thanked Council Member Holley.

Council Member Medellin stated that when Mike Fuller was here, and unfortunately he left, but he was a little inspired because he is monitoring use of water and they need more people like him. He commented that the light bulb kind of went off in that the message they are sending in the landscape maintenance

zones, the neighborhood watch meetings, the Police Department Town Hall meetings is get involved. They want them to be engaged from elected officials to City staff. They are kind of going to their doorsteps and saying here we are. What issues, questions, concerns do you have? He noted that sometimes it takes a little incentive so he would like to, in the future, and this is just bouncing a few ideas, that maybe they use the Beautification Committee and they highlight some of these folks that are taking their own personal conservation to the next level. He commented that he and Christina Herrera walked quite a few zones today and they passed out the information and he happened to run into somebody who ripped out all but her small front yard grass at her own expense. She put rocks. She put some drip irrigation which there is nothing to irrigate but rock but she thought in the future if she needs to its already in. They have quite a few folks who have really kind of taken upon themselves to do their part like Mr. Fuller. He restated that they possibly highlight, possibly use some sort of incentive. Maybe somebody a month that is thanks for their efforts and let everybody know that they are all in this together. He restated that he was a little inspired by Mr. Fuller and there are quite a few people out there doing the same thing. He just wanted to share that with everybody and maybe there is something they can do in the future to thank those people somehow, some way, maybe in the local paper.

Council Member Holley thanked the Madera Tribune for writing stories over the years for the Jesse Owens Games. His hat goes off to their paper. He stated his appreciation for all the comments and things that they have put forth.

Council Member Robinson reported that they have a golf game for the League of Cities on 5/29/15. He stated that all directors are welcome free of charge.

Mayor Poythress reported that he had an opportunity to engage in a police ride-along last Friday night and early Saturday morning. He noted that it was an outstanding evening. He learned a lot. He stated it was a very interesting evening also to see the process for handling a 5150. He noted that being on the other side on the hospital board there are a lot of issues with some of these people going. He commented that this one particular individual shouldn't have ended up there. They should have taken him into jail and they didn't. He stated that the nurse looked at him from about 3 feet away and said oh ya he needs to go to the hospital. No blood pressure, nothing. He was drunk. He goes there. They say ya he's drunk and they shoot him back. There was an hour and one-half wasted with two or three police officers not on their beat. He added that Pistoresi Ambulance was called because of one nurse at the jail, at County Corrections, and that was a travesty. He commented that was embarrassing. He knows that Sgt. Gonzalez said, man I kind of lost my cool with those people. He was very respectful but he said basically you are not taking this person because they are a jerk and the guy is behind the glass for like...it was awful. He stated to Commander Lawson in the audience that the Sgt. Gonzalez was going to send him a report about that incident. Mayor Poythress stated that, in any meeting that they have with the County, he would be happy to testify as far as what he saw. He added that anyways it was a great evening and he appreciated it. He stated that if anybody hasn't been out with their Police Department they need to do so.

Mayor Poythress reported that they had an MCTC meeting today.

Mayor Poythress announced that the Road Charge Committee meeting will be the same day as the golf game on 5/29/15. It is one of the monthly meetings and will be held in downtown Fresno to talk about road charges coming up in the State of California. He advised that this is the only one that is going to be in the valley in Fresno. He asked that if they have some input to please be there.

Mayor Poythress reported that he was at the senior lunch yesterday to honor the Pan Am and Bergon volunteers. He stated that was a great thing.

Mayor Poythress thanked staff for all their awesome work in regards to this landscape maintenance zone deal. They have really stepped up. They are doing a great job answering questions and he feels a real sense of team work, working ahead and they will keep it going.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code §54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2.

The Council adjourned to closed session at 8:52 p.m.

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

G-3 Closed Session Report – City Attorney

The Council returned from closed session at 9:00 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code §54956.9(d)(2) to discuss conference with legal counsel in anticipated litigation as described under item G-2 and reported that no reportable action was taken.

ADJOURNMENT

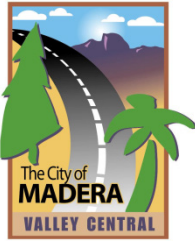
The meeting was adjourned by Mayor Poythress at 9:01 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk

ROBERT L. POYTHRESS, Mayor



**MINUTES OF A REGULAR MEETING
OF THE MADERA CITY COUNCIL
And
SPECIAL MEETING OF THE
MADERA PUBLIC FINANCING AUTHORITY
CITY OF MADERA, CALIFORNIA**

Item:	B-1
Minutes for:	5/06/15
City Adopted:	9/02/15
MPFA Item:	B-1B
MPFA Adopted:	10/07/15

**May 6, 2015
6:00 p.m.**

**Council Chambers
City Hall**

CALL TO ORDER

Mayor/Chairperson Poythress called to order the regular meeting of the Madera City Council, the special meeting of the Madera Public Financing Authority, and the special meeting of the Housing Authority of the City of Madera for 5/06/15 at 6:00 p.m.

ROLL CALL: City Clerk Sonia Alvarez called roll for the three agencies.

Present: Mayor/Chairperson Robert L. Poythress
Mayor Pro Tem/Authority Member William Oliver
Council/Authority Member Charles F. Rigby
Council/Authority Member Andrew J. Medellin
Council Member/Vice Chairperson Donald E. Holley
Council/Authority Member Derek O. Robinson Sr.

Absent: Council/Authority Member Sally J. Bompreszi

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Chief of Police Steve Frazier, Director of Parks and Community Services Mary Anne Seay, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Commander Dino Lawson, Fire Chief Nancy Koerperich, Division Fire Chief Ron Eldridge, Housing Authority Interim Director Elena Shrayberman, and Housing Authority Executive Administrative Assistant Cheryl Cagle.

INVOCATION: Pastor Garland Wilson, New Generation

The invocation was given by Pastor Roger Leach due to the absence of Pastor Wilson.

PLEDGE OF ALLEGIANCE: Mayor/Chairperson Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Mayor/Chairperson Poythress opened the public comment for the three agencies. No comments were offered.

PRESENTATIONS Older Americans Month

Mayor Poythress stated this presentation reminds him of the song Young Americans by David Bowie. He noted that this is not about young Americans; it is actually about older Americans. He thinks that is really a very diplomatic way of referring to folks. He commented that anybody can be an older American. It is based on who you are around. If you are 20 years old and you are around a bunch of 10 years olds, you are an older American. He noted that looking at it that way is being reflective of their audience but it is all about people being involved. When he thinks of older Americans, he thinks of experience, he thinks of value, he thinks of people who have been there, who have demonstrated a commitment and have just so much to offer. In this day and age they often hear about today's 60 is like yesterday's 50 and so forth, and so many more people are active. They used to hear about people retiring at age 55 and 60. He noted that still happens at the City of Madera but why retire. He stated that there is too much to life, there is too much to offer and there is too much that they need from their older Americans. He commented that he would say why, and don't, and we need you. Mayor Poythress advised that they have a number of representatives here this evening. He announced that he has a proclamation declaring May 2015 as Older Americans Month in the City of Madera.

Mayor Poythress invited the representatives present to join him at the podium including: Ruby Spencer, Board Member of the Bergon Senior Club; Barbara Tyler, Jim Hardesty, Carol Aragon; and from the Pan Am Senior Program they have Don and Manuela Martinez, Jessica Sotelo, and Carmen Martinez.

Mayor Poythress asked the representatives to introduce themselves and asked that they share why they are happy to be somebody that is described in this category.

Ruby Spencer stated she has been an older American quite a while. She noted they are very good people to begin with. She added that it is nice to be here. At her age she is glad she is still here. She commented that she likes to go to the senior center because it is people her age and they do get along sometimes; sometimes they don't. They have a lot of fun over there.

Don Martinez stated he is retired. He has volunteered at Pan Am for the last 9 years. He stated God Bless America.

Mayor Poythress presented the proclamation honoring older Americans. He added that he looks here and he really doesn't see any older Americans. One of the representatives present stated he is 80 years old.

Mayor Poythress thanked them and asked that they keep up the great work.

INTRODUCTIONS Fire Chief Ron Eldridge

Fire Chief Nancy Koerperich stated that the Fire Chief is in charge of many things throughout the Madera/Mariposa/Merced area. In order to maintain her span of control, she needs to make sure that someone is here taking care of the issues within Madera City and the County of Madera and they do that with a Division Chief.

Chief Koerperich stated they are very pleased to bring Ron Eldridge here to the City and the County in their Madera division. She commented that he is a local gentleman. He grew up in the North Fork area so he is very familiar with their area and what they do here. He has been working in numerous places but of recent, before he promoted to Division Chief, he was a Battalion Chief in their Fresno office working in their cost recovery. They are very grateful that he stayed a little bit close to home for them that he was willing to head their way as a Division Chief. She added that Chief Eldridge began his career in 1988 in the U.S. Navy and was deployed in the Persian Gulf during Operation Desert Shield and Desert Storm. In 1993, he joined the Auberry Fire Department and established their county service area in Fresno

County. In 1998, they were lucky on the Cal Fire side to have him join their department as a Firefighter I in the Blasingame Station which is in the Fresno/Kings Unit just south of here. He promoted to Lt. Engineer in March of 2000 so for the last 15 plus years he has been a member of Cal Fire and has done an excellent job and lots of things in the department. Two years after he was a Lt. and promoted to a permanent station in the Fresno County Schedule A Agreement so he did municipal firefighting in the Fresno area and then in May of 2003 promoted to a Fire Captain at Miramonte Camp. Their camps are their inmate systems. They work with the California Department of Corrections and Rehabilitation and utilize inmate workforce to fight fires in the wild line fires. She added that their inmate crews do phenomenal work for them both on fires and off fires. In December 2006, he transferred to their Fire Prevention Bureau and that is where he began his law enforcement career with Cal Fire. She advised that they do have many positions that hold law enforcement responsibilities in the department and Chief Eldridge was one of those that did that. She added that in December of 2011 he promoted to Battalion Chief in the law enforcement office that is the Cost Recovery in Clovis. He took his law enforcement time and moved that into the Battalion Chief position. She noted that he is very active on several committees. He is currently serving as the Board President for his school district. He is very community oriented; understands what his role is in representing the Fire Department both in the City and the County and they are very glad to bring him on board. Chief Koerperich introduced Chief Eldridge.

Chief Eldridge stated his appreciation to Chief Koerperich for allowing him to be a member of her team noting that she has a great team. He also thanked the Council for the hospitality for being here this evening. He looks forward to developing a professional relationship with each of them and looking at the Fire Department and figuring out ways that they can deliver the best possible customer service that they can in the community. He stated his appreciation.

Mayor Poythress thanked Chief Eldridge.

Mayor Poythress announced that they would now move to the agenda for the Housing Authority of the City of Madera. Mayor Poythress turned the meeting over the Chairperson Holley at 6:15 p.m.

The Housing Authority meeting was adjourned at 6:19 p.m.

Mayor/Chairperson Poythress called back to order the regular meeting of the Madera City Council and the Special Meeting of the Madera Public Financing Authority.

A. WORKSHOP

A-1 Study Session – 2015 Housing Element Update

Planning Manager Chris Boyle stated the workshop this evening will be a study session introducing the 2015 Housing Element Update. Mr. Boyle introduced Ted Holzem of Mintier Harnish.

Ted Holzem of Mintier Harnish advised that he will be presenting the draft Housing Element and requesting authorization to submit the draft to the Department of Housing and Community Development (HCD) for their review pursuant to state law. He noted that he will get into that as he goes through his presentation in a little more detail.

Mr. Holzem advised that the Housing Element is part of the General Plan and it is one of the seven state mandated elements within the General Plan. He commented that the purpose of the Housing Element is to show how the City is going to accommodate future housing needs across all income groups, all income categories and across the spectrum of different types of individuals who are living within the City including seniors, farmworkers, persons with disabilities, large families, and single mothers. He stated it is unique, as far as General Plans and General Plan Elements go in that it has to be updated every 8 years. It is on a set timeframe. He added that it is actually extended from what it used to be which was every five years but SB 375 extended the time period. He noted that the deadline for adopting the Housing Element during this round is January of 2016 so they have some time here. They are well on their way to meeting the state mandated deadline. He commented that the Housing Element is also unique in that it is the only

part of the General Plan that is reviewed and certified by the state and that is the portion of the process that they are going to be moving into next is working with the State Department of Housing and Community Development to review and certify the document.

Mr. Holzem advised that the draft Housing Element before them is organized into two main parts: the policy document which includes all the goals policies and implementation programs that the City will use to address future housing needs as well as background information that provides the data and support for those goals, policies, and implementation programs. He noted that the background information, even though there are more sections here, can roughly be organized into three categories of information. One is the needs: what are the community's needs in the next 8 years related to housing and that is generally developed through analysis of population and household and demographic trends and information. He advised that the second is resources: what resources are available to provide for housing whether it is the availability of land that is zoned sufficiently to provide for a range of housing types or the types of funding mechanisms that are in place to support the development of housing particularly affordable housing for lower income groups. He added that the third is constraints: what types of governmental constraints could be in place that needs to be remedied and what type of non-governmental constraints, for example, high land prices are in place that could somehow programmatically be addressed through the Housing Element.

Mr. Holzem stated they are right about in the middle of their process although most of the heavy lifting related to preparing the documents being completed. They are here this evening having this study session before they submit the Housing Element to HCD. He advised that leading up to this point they have done quite a bit of outreach as part of this process including focus group meetings, a survey, a community forum to gather input from the community on what they view their housing needs are and to ensure that the document is addressing those needs and responding to them. He commented that moving forward after they submit the document to HCD they have 60 days to review and provide comments on the document. During that timeframe they will be working with them to address any of the concerns they have related to the document itself. They will also be conducting environmental review during that time period and shortly after, as they go into the adoption period, they will be coming back before the Council for final adoption later on in the fall of this year.

Mr. Holzem stated that one of the key parts of the Housing Element is what is known as the Regional Housing Needs Allocation. He advised that this is the number of the projected housing units that are going to be needed to accommodate the population within the City over the next 8 years. He stated that this number is first developed by the State Department of Housing and Community Development. It is then given to regional agencies, in this case, the Madera County Transportation Commission to allocate those units among the various jurisdictions within the region. The three jurisdictions are the County, Chowchilla, and the City of Madera. He noted that number was split according to a methodology to distribute it in an equitable manner among the various jurisdictions and in this case the City of Madera received 6,099 dwelling units. He added that when they take that number they also break it down by income category to ensure that all segments, all income categories within the community are able to afford housing or have an opportunity to afford housing. They can see on the slide the breakdown across the various income groups from above moderate income households to the lower, very low, and extremely low income households. He added that they might notice that the extremely low and very low income houses are the same number. He explained that the number is generally developed as a single number and it is just split evenly between those two and that is how the methodology is addressed across the state for all jurisdictions.

Mr. Holzem stated when they talk about densities there is a general policy at the state that associates density with affordability. He referred to the slide and explained what it illustrates is the different affordability levels of different types of housing units so when they talk about meeting those different needs and providing the environment in which different types of housing can be constructed, this is what they are really talking about, large lot single family homes and town homes and small lot single family homes are generally more affordable to moderate and above moderate incomes. He added that they take up more land; they are more expensive; they are less affordable to lower income groups. As they get into higher densities the affordability becomes much more available to lower income groups. He

commented that apartments and other types of high density housing are generally more affordable. They use this as a guide as they identify the resources that are available to build housing to meet the community's needs in the future.

Mr. Holzem displayed the map to demonstrate the various types of vacant land, other types of land that are available and zoned to accommodate those different types of income categories. They can see the densities here are corresponding to the various zoning districts that can be accommodated and the map illustrates the different locations within the City where those units could be accommodated in future. He commented, as they can see, when they do the math and compare the Regional Housing Needs Allocation that is provided to the City compared to the capacity on these sites within the City, there is plenty of capacity to meet that Regional Housing Needs so there is no need to rezone any land. He stated there is sufficient land readily available here in the community to accommodate the future need.

Mr. Holzem stated they would move on to the document itself and what has changed related to the actions and policies. He explained that the policies and programs are organized under the displayed goal statements. He noted that there are more specifics as to the goals themselves within the document itself. He advised that he won't go through all of the details but the goals have not really changed much from the previous Housing Element so all the goal statements are relatively the same. Their approach to updating this Housing Element, because not a lot has happened over the last five years with development during the recession, was really to refocus and try and streamline the Housing Element as much as possible. They removed things that the City has already done; all the implementation programs that have been completed. They reflected the fact that the Redevelopment is no longer available as a resource in providing affordable housing. They removed any type of repetitive programs or policies and finally when they couldn't measure something, the program wasn't measurable either by something that was being produced or a timeframe for when it should be completed, they either revised it or removed that as well. They also might have noticed that a lot of the document that has been highlighted. He advised this deals with a new way that the State Department of Housing and Community Development is reviewing and it is what is being called a streamlined review where the City will only be evaluated on the sections of the Housing Element that are changing. He noted that all of the highlighted sections of the document are those that have been changed since the last Housing Element. He added that as HCD reviews the document it is only going to focus in on those parts that are highlighted so if anything hasn't changed from the last round, they won't review that and won't ask the City to revise it or amend it in any way. They will only focus on the highlighted changes.

Mr. Holzem stated that there are some eligibility requirements associated with that streamlined review and those are listed on the display. He noted that the first two are already taken care of and the other three are being taken care of as part of this process so that the City is eligible to use that streamlined review mechanism.

Mr. Holzem advised the recommended action is to provide any input that the Council might have on the draft before they submit it to HCD. He added that to move forward from this point, if there is anything that they think needs to be changed in the document, that they let them know so that they can do so before they submit it to HCD. They don't want to go to the state, submit the document, come back and have any significant changes that would require them to go back through that process again and potentially impact their ability to meet the deadline. He advised that is not to say that they can't do that if necessary but really they would like to get it as far along as possible at this point so that as they go through the remainder of the process there aren't a lot of changes occurring in the document. Mr. Holzem stated he is happy to answer any questions.

Mayor Poythress asked if Council has any questions.

Mr. Boyle clarified that there isn't any action taken by the Council tonight and this is a study session. They wanted to allow the Council to have an opportunity to have that study session in advance to submittal to HCD. After the 60 day review period it will come back to Council for their discretionary review and approval.

Mayor Poythress thanked Mr. Holzem for the presentation.

B. CONSENT CALENDAR

- B-1 Minutes – There are no minutes for consideration.
- B-2 Information Only – Warrant Disbursement Report
- B-3 Consideration of a Resolution Approving Amendment No. 3 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 (Report by Keith Helmuth)
- B-4 Consideration of a Resolution Approving an Agreement with Pyro Spectaculars, Inc. for Operation of the 2015, 4th of July Fireworks Show and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-5 Consideration of a Resolution Accepting Easements and Approving Deferral Agreement for Construction of Sidewalk Improvements, 501 North 'C' Street, DMP Development, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)
- B-6 Consideration of a Resolution Approving an Agreement with Compliance Solutions, Inc. for Professional Environmental Services to the City of Madera for the Laurel Bike Path, Sunset Ave. to Fresno River Trail Project Federal Project No. CML 5157 (097) (Report by Keith Helmuth)
- B-7 Consideration of a Resolution Approving an Agreement with O'Dell Engineering to Provide Design Services for Knox Park Rehabilitation, CIP Project No. PK-59 and Authorizing the Mayor to Execute the Agreement on Behalf of the City (Report by Mark Etheridge)
- B-8 Consideration of a Resolution Approving an Amendment to Agreement with Quad Knopf, Inc. for Environmental Planning Services to the City of Madera in Preparation of an Environmental Impact Report for the Love's Travel Center (Report by David Merchen)
- B-9 Consideration of a Resolution Approving an Amendment to Agreement with Love's Travel Stops and Country Stores for the Funding of an Environmental Impact Report for the Love's Travel Center (Report by David Merchen)
- B-10 Consideration of a Resolution Approving a Short Sale for a HOME Assisted First Time Homebuyer (Report by Daniel Abdella)
- B-11 Consideration of a Resolution Approving an Amendment to the Agreement with Raftelis Financial Consultants Inc. to Perform Rate Studies of Sewer, Water, and Storm Drainage Fees (Report by Dave Randall)
- B-12 Consideration of a Resolution Amending the City of Madera Utility Services Policy (Report by Tim Przybyla)
- B-13 Resolutions Necessary to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds (Report by Tim Przybyla)
 - A. Consideration of a Resolution of the City Council of the City of Madera, California Directing Staff to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds in the Aggregate Principal Amount of Approximately \$30,000,000

and Authorizing the City Administrator and Finance Director to Engage the Selected Parties for Professional Services Relating Thereto (**City**)

- B. Consideration of a Resolution of the Board of the Madera Public Financing Authority Directing Staff to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds in the Aggregate Principal Amount of Approximately \$30,000,000 and Engagement of Professional Services Relating Thereto (**Madera Public Financing Authority**)

- B-14 Consideration of a Resolution of the Governing Board of the Madera Public Financing Authority Establishing Regular Meeting Schedule and Repealing MPFA Res. No. 10-01 and All Resolutions in Conflict Herewith (**MPFA – Report by Sonia Alvarez**)

Mayor/Chairperson Poythress announced that he would like items B-13 and B-14 removed from the consent calendar for special consideration.

Mayor/Chairperson Poythress announced that he needs to conflict out of item B-5 due to a customer relationship.

Mayor/Chairperson Poythress announced that they will be considering items B-1 through B-4 as well as B-6 through B-12.

Mayor/Chairperson Poythress asked if there are any other items a Councilperson/Authority Member would like to have pulled for further discussion or clarification. No other requests were made and Mayor/Chairperson Poythress announced that he would accept a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER OLIVER, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEMS B-5, B-13 AND B-14 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPREZZI.

RES. NO. 15-65	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH LARS ANDERSEN & ASSOCIATES, INC. FOR ENGINEERING SERVICES RELATING TO THE CONSTRUCTION OF THE FRESNO RIVER TRAIL UNDERCROSSING AT GATEWAY DRIVE AND UNION PACIFIC RAILROAD
RES. NO. 15-66	RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH PYRO SPECTACULARS, INC. FOR OPERATION OF THE 2015, 4TH OF JULY FIREWORKS SHOW AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY
RES. NO. 15-67	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH COMPLIANCE SOLUTIONS, INC. FOR PROFESSIONAL ENVIRONMENTAL SERVICES TO THE CITY OF MADERA FOR THE LAUREL BIKE PATH-SUNSET AVENUE TO FRESNO RIVER TRAIL PROJECT, FEDERAL PROJECT NO. CML 5157 (097), AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT
RES. NO. 15-68	A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AN AGREEMENT WITH O'DELL ENGINEERING TO PROVIDE DESIGN SERVICES FOR KNOX PARK REHABILITATION, CIP PROJECT NO. PK-59 AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE CITY

- RES. NO. 15-69** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH QUAD KNOPF INC. FOR ENVIRONMENTAL PLANNING SERVICES TO THE CITY OF MADERA FOR THE LOVE'S TRAVEL CENTER AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO AGREEMENT**
- RES. NO. 15-70** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING AMENDMENT TO AGREEMENT WITH LOVE'S TRAVEL STOPS AND COUNTRY STORES FOR FUNDING TO THE CITY OF MADERA FOR PREPARATION AN ENVIRONMENTAL IMPACT REPORT FOR THE LOVE'S TRAVEL CENTER**
- RES. NO. 15-71** **A RESOLUTION OF THE CITY OF MADERA, CALIFORNIA APPROVING A SHORT SALE FOR A HOME-ASSISTED FIRST TIME HOMEBUYER AND AUTHORIZING THE CITY ADMINISTRATOR TO SIGN THE SUBORDINATE LIEN APPROVAL LETTER**
- RES. NO. 15-72** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AMENDMENT TO AN AGREEMENT WITH RAFTELIS FINANCIAL CONSULTANTS INC. TO PERFORM RATE STUDIES OF SEWER, WATER, AND STORM DRAINAGE FEES AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**
- RES. NO. 15-73** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE AMENDMENT OF THE CITY OF MADERA UTILITY SERVICES POLICY**

Mayor Poythress turned the meeting over to Mayor Pro Tem Oliver for consideration of item B-5.

Mayor Poythress exited the Council Chambers.

B-5 Consideration of a Resolution Accepting Easements and Approving Deferral Agreement for Construction of Sidewalk Improvements, 501 North 'C' Street, DMP Development, and Authorizing the Mayor to Execute the Agreement (Report by Keith Helmuth)

Mayor Pro Tem Oliver announced that they would move to item B-5 and asked if there are any members of the Council who wish further discussion. No requests were made and Mayor Pro Tem Oliver announced that he would entertain a motion for action.

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-5, RES. NO. 15-74 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 5-0. ABSTENTION: MAYOR POYTHRESS. ABSENT: COUNCIL MEMBER BOMPREZZI.

- RES. NO. 15-74** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ACCEPTING EASEMENTS AND APPROVING DEFERRAL AGREEMENT FOR CONSTRUCTION OF SIDEWALK IMPROVEMENTS, 501 NORTH 'C' STREET, DMP DEVELOPMENT, AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT**

Mayor/Chairperson Poythress reentered the Council Chambers.

*B-13 Resolutions Necessary to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds
(Report by Tim Przybyla)*

- A. Consideration of a Resolution of the City Council of the City of Madera, California Directing Staff to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds in*

the Aggregate Principal Amount of Approximately \$30,000,000 and Authorizing the City Administrator and Finance Director to Engage the Selected Parties for Professional Services Relating Thereto (City)

- B. Consideration of a Resolution of the Board of the Madera Public Financing Authority Directing Staff to Initiate the Process of Issuing Wastewater and Water Revenue Refunding Bonds in the Aggregate Principal Amount of Approximately \$30,000,000 and Engagement of Professional Services Relating Thereto (Madera Public Financing Authority)*

Mayor/Chairperson Poythress announced that they would now move to items B-13 and B-14, and asked for the Director of Financial Services to present a report.

Director of Financial Services Tim Przybyla stated that the City is looking for an opportunity to save money by refunding the Water / Waste Water Bonds in the amount of approximately \$30 million. He noted that he and the City Administrator interviewed a number of firms for financial advisory services for underwriting services and they selected those they thought would best serve the City of Madera to help them save money by refunding those bonds and reissuing bonds at a lower interest rate. He added that it would be over the same remaining time but it would save the City a good portion of money. Mr. Przybyla stated they are requesting permission to engage the financial advisors and the underwriters and the bond counsel so that they can work on this item and seek to save dollars for the City's water and waste water funds.

City Administrator David Tooley stated, for those members of the Council/Authority who have not been through a bond issue before, all of the fees are contingent upon the sale of the bond. He advised that there is a window of opportunity to enter the market and get an interest rate that generates savings of potentially \$100,000 a year in present value. They are trying to get inside that window and issue the refunding of these bonds. He restated that all fees are contingent.

Mayor/Chairperson Poythress announced that they have two actions on this particular item. They have one action by the City of Madera and then another action by the Madera Public Financing Authority.

City Attorney Brent Richardson agreed.

Mayor/Chairperson Poythress announced that he would accept a motion for action on the resolution for the City of Madera.

ON MOTION BY COUNCIL MEMBER HOLLEY, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM B-13A, RES. NO. 15-75 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPREZZI.

RES. NO. 15-75 RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA DIRECTING STAFF TO INITIATE THE PROCESS OF ISSUING WASTEWATER AND WATER REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$30,000,000 AND AUTHORIZING THE CITY ADMINISTRATOR AND FINANCE DIRECTOR TO ENGAGE THE SELECTED PARTIES FOR PROFESSIONAL SERVICES RELATING THERETO

Mayor/Chairperson Poythress announced that they would now move to the resolution of the Madera Public Financing Authority and advised that he would accept a motion for action.

ON MOTION BY AUTHORITY MEMBER HOLLEY, AND SECONDED BY AUTHORITY MEMBER ROBINSON, ITEM B-13B, RES. NO. MPFA 15-01 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPREZZI.

MPFA 15-01 RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY DIRECTING STAFF TO INITIATE THE PROCESS OF ISSUING WASTEWATER AND WATER REVENUE REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF APPROXIMATELY \$30,000,000 AND ENGAGEMENT OF PROFESSIONAL SERVICES RELATING THERETO

Mayor Poythress announced that they would move to item B-14 which is a related item.

B-14 Consideration of a Resolution of the Governing Board of the Madera Public Financing Authority Establishing Regular Meeting Schedule and Repealing MPFA Res. No. 10-01 and All Resolutions in Conflict Herewith (MPFA – Report by Sonia Alvarez)

Mayor/Chairperson Poythress stated that this item is for the Madera Public Financing Authority and if there are no questions he would accept a motion for action.

ON MOTION BY AUTHORITY MEMBER HOLLEY, AND SECONDED BY AUTHORITY MEMBER OLIVER, ITEM B-14, RES. NO. MPFA 15-02 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPREZZI.

MPFA 15-02 A RESOLUTION OF THE GOVERNING BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY ESTABLISHING REGULAR MEETING SCHEDULE AND REPEALING MPFA RESOLUTION NO. 10-01 AND ALL RESOLUTIONS IN CONFLICT HEREWITH

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

C-1 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant 2015-2019 Consolidated Plan and the 2015-2016 Action Plan and Authorizing the City Administrator to Sign the Certifications

City Administrator David Tooley declared a conflict of interest on this item and recused himself from any discussion on this item.

Mayor Poythress asked if that would be the entire section. He asked if they are going to vote on these by each category.

City Attorney Brent Richardson responded that when they have the tentative allocations previously, it was his advice that if they were conflicted out of a piece of it since basically they are somewhat intertwined that the conflict would be as to the whole item.

Mayor Poythress also declared a conflict of interest on this item due to his association with the Madera County Workforce Investment Board and turned the meeting over to Mayor Pro Tem Oliver.

Council Member Holley also declared a conflict of interest on this item.

Mayor Poythress, Council Member Holley, and Mr. Tooley exited the Council Chambers.

Mayor Pro Tem Oliver opened item C-1.

Grant Manager Daniel Abdella stated that tonight represents the final Council hearing for the 2015/2016 CDBG allocation process. He asked Mr. Rojas to offer translation services to those who may require them.

Jorge Rojas, Program Manager for Grants, announced in the Spanish the subject matter and asked if anyone in the audience needs assistance in Spanish. Mr. Rojas announced that no one requested assistance.

Mr. Abdella advised that the primary purpose of tonight's meeting is for Council to approve by resolution its final allocation of FY 15/16 CDBG funds. He noted that as a result, Council allocated over \$942,000 to fund the various projects and programs that applicants have submitted for their consideration. Mr. Abdella advised that staff has included four columns in the attached worksheet to assist Council during this process. He noted that the first indicates the Review and Advisory Committee's (RAC) recommendations from their March 5th meeting; the second column expresses staff's preferences for the use of CDBG; the third contains Council's tentative allocations from their April 1st meeting; and the fourth column is intended for tonight's meeting. Mr. Abdella stated that staff has also included the public comments that they received since the last tentative allocation. He added that given the broad scope of the grant the CDBG award has the potential to advance an extensive number of the Vision Plan's objectives depending on Council's final allocation. Mr. Abdella offered to address any questions or concerns Council may have. No questions were asked.

Mayor Pro Tem Oliver stated he understands they are going to have a presentation for the Consolidated Plan and asked if the consultant is here.

Mr. Rojas responded that the presentation was done earlier.

City Attorney Brent Richardson asked Mayor Pro Tem Oliver if he is talking about the next item.

Mayor Pro Tem Oliver responded that he is looking at item C-1 recommendation which states the staff recommendation to allow for the consultant's presentation of the CDBG Consolidated Plan. He knows they went over it at their previous meeting on CDBG.

Mr. Richardson stated it looks like that is the next item.

Council Member Medellin stated that is what he shows on item C-1. He thinks it is worded wrong and the recommendation is to accept the consultant's presentation from the April 1st meeting.

Mr. Abdella stated it appears they have different titles and it is an error.

Mayor Pro Tem Oliver advised they would move on to the public hearing portion of this item. He knows that they had some lengthy discussion about each application and formed some tentative allocations. He invited any member of public or applicant who wishes to address the Council at this time to speak. No requests were made and Mayor Pro Tem Oliver closed the public hearing and brought the item back to Council for further discussion and consideration.

Mayor Pro Tem Oliver stated he knows there was some additional correspondence submitted to staff and Council within the 30 day comment period from an applicant. He knows that they provided a suggestion to look at previous year's performance and compliance with CDBG funds. He just wanted to note that he found the information to be very, very fruitful and informative and he thinks it brings a good recommendation moving forward with CDBG since a lot of the applicants do come back each year and apply for these funds to include those benchmarks and those quarterly reports as a complement to the applications. He just wanted to thank the applicant for their input and he thinks it presents a good idea for the future.

Council Member Medellin commented that is a point well said. He also wanted to thank Mr. Abdella and Mr. Rojas for their efforts and their hard work. He knows this is not easy and it has taken quite a while but their presentation was very well presented.

COUNCIL MEMBER MEDELLIN MADE A MOTION TO APPROVE THE PRESENTATION.

Mayor Pro Tem Oliver stated before they move to a motion he might ask his colleagues to revise the content to authorize the Mayor Pro Tem to sign the certifications to avoid any potential conflict. He thinks the current language reads the City Administrator.

COUNCIL MEMBER MEDELLIN STATED THAT IS DULY NOTED.

THE MOTION WAS SECONDED BY COUNCIL MEMBER ROBINSON.

MAYOR PRO TEM OLIVER STATED THEY HAVE A MOTION AND A SECOND WITH THE REVISED AUTHORIZATION OF THE MAYOR PRO TEM TO SIGN THE CERTIFICATIONS AND CALLED FOR THE QUESTION, AND ITEM C-1, RES. NO. 15-76 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 4-0. ABSTENTIONS: MAYOR POYTHRESS, COUNCIL MEMBER HOLLEY. ABSENT: COUNCIL MEMBER BOMPREZZI.

RES. NO. 15-76 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2015-2019 CONSOLIDATED PLAN AND THE 2015-2016 ACTION PLAN AND AUTHORIZING THE MAYOR PRO TEM TO SIGN THE CERTIFICATIONS

Mr. Abdella asked, for clarification, if they are adopting the tentative allocation as the final allocation.

Mayor Pro Tem Oliver responded he believes Council Member Medellin's motion included as referred to on the screen.

Administration

• Local Administration	\$166,000
• Fresno Madera Continuum of Care	<u>\$13,511</u>
	\$179,511

Public Services

• Madera Co. Workforce Investment Center Scholarships for Adults Learning and Training	\$13,000
• City of Madera Parks Senior Services	\$111,633
• Madera Coalition for Community Justice Resilient Madera Program	<u>\$10,000</u>
	\$134,633

Capital Projects / Public Improvements

• City of Madera Public Works Dept. Graffiti Abatement Program	\$163,570
• Neighborhood Revitalization Program	\$400,000
• City of Madera Parks & Community Services ADA Improvements At Community Centers	<u>\$65,238</u>
	\$628,808

Mayor Poythress, Council Member Holley, and Mr. Tooley returned to the Council Chambers.

C-2 Public Hearing and Consideration of a Resolution Adopting the Community Development Block Grant Analysis of Impediments to Fair Housing Choice

Grant Administrator Daniel Abdella stated that as recipients of the CDBG funds, the Department of Housing and Urban Development (HUD) requires the City to prepare and Analysis of Impediments to Fair Housing Report every five years. He advised that this cycle they had Mintier Harnish prepare it and their report was exhaustive. He noted that since 2010 apparently only five fair housing complaints have been filed with the Department of Housing and Urban Development and zero have been filed with the California State Department of Housing and Fair Employment. He added that while they did not identify many fair housing issues in the City, they did have a series of recommendations which are in the staff report. To summarize, he thinks what they are urging the City to do is to work closer with the fair housing non-profits

and to provide more fair housing education through the City's resources such as the website, Facebook but other than that, he doesn't want to put words in their mouths, but he thinks they got a fairly good evaluation. He is optimistic that HUD will find it satisfactory. He offered to answer any questions and advised that concludes his report.

Mayor Poythress stated if there are no questions from the Council then he will open the public hearing. No questions were asked and Mayor Poythress opened the public hearing. No comments were received from the public and Mayor Poythress closed the public hearing.

ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, RES. NO. 15-77 WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPRESZI.

RES. NO. 15-77 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE CITY OF MADERA'S COMMUNITY DEVELOPMENT BLOCK GRANT 2015-2020 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

C-3 Public Hearing and Consideration of Introduction of an Ordinance Amending Title X: Planning and Zoning of the Madera Municipal Code to be in Compliance with the State Department of Housing and Community Development Requirements for Qualification for the Housing Element Streamlined Review Process

Planning Manager Chris Boyle stated this is an ordinance that would provide the City an opportunity to qualify for the streamlining component that would allow them to submit for adoption of their Housing Element to Housing and Community Development (HCD). He noted that they have a two day advance lead of their submittal to HCD of the draft as shown in their timelines by a recent study session. He commented that in order to use that HCD timeline review process, a jurisdiction must document that its existing Housing Element was adopted and found to be in compliance with State Housing Element law, specifically five items. He advised that the first one, the Council recently took action on, and that was the implementation of their Housing Element Rezone Program. He commented that they might recall just recently the Council adopted the ordinance that changed the zoning districts on specific parcels to be in compliance with the Regional Housing Needs Allocation and to provide sufficient Housing across all income groups. He added that the second item which is a part of the ordinance that is under their review tonight is adoption of emergency shelter provisions. He explained that this ordinance essentially provides for emergency shelters as a non-discretionary item, a ministerial item, which would be allowed for this ordinance in the C-2 zone. He noted that there are specific criteria which would be applied per that allowance and they would be done ministerially through the site plan review process. He commented that is a requirement of the HCD to provide non-discretionary approval of emergency shelters. He advised that the third item is adoption of Transitional and Supportive Housing Provisions. He explained that this essentially requires that transitional and supporting housing be looked at and be held to the same standard of any other permitted housing types within residential zones within the City. He stated that the ordinance provides specific definitions that in essence assure that transitional and supportive housing are compliant with HCD guidelines. He noted that the fourth item is adoption of a Reasonable Accommodation Procedures that ultimately ensure that reasonable accommodations are provided and that there are no impediments to fair housing for handicapped Individuals. He added that last, the ordinance, under their review tonight, would provide for a consistency with the State Density Bonus Law. He commented that they have a Density Bonus provision within their ordinance but it is slightly dated and the new density bonus ordinance would provide for updates that would provide consistency with HCD law. He noted for instance, their current ordinance doesn't make provisions for bonuses to be allowed for daycare centers as a component of a housing element.

Mr. Boyle commented that with adoption of this ordinance the City's ordinance would be allowed to qualify for the streamlining ordinance as they submit their Housing Element to the Housing and Community Development Department. He added that it would provide for consistency with their City of Madera General Plan and their Vision 2025 Statement.

Mr. Boyle advised that the Planning Commission and staff recommend that the Council, after consideration of public testimony introduce the ordinance amending Title X, Planning and Zoning for the Madera Municipal Code to be in compliance with the State Department of Housing and Community Development requirements for qualifications for the Housing Element Streamlined Review Process. Mr. Boyle stated that completes his presentation and he would be happy to answer any questions the Council might have.

Mayor Poythress thanked Mr. Boyle for the presentation and asked if members of the Council have any questions for Mr. Boyle. No questions were asked.

Mayor Poythress opened the public hearing. No comments were received and Mayor Poythress closed the public hearing.

Mayor Poythress called on the City Clerk for title.

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

ON MOTION BY COUNCIL MEMBER MEDELLIN, AND SECONDED BY MAYOR PRO TEM OLIVER, FURTHER READING WAS WAIVED, AND ITEM C-3, INTRODUCTION OF AN ORDINANCE WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPRESZI.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE AMENDING THE MADERA MUNICIPAL CODE TO PROVIDE ELIGIBILITY FOR AND COMPLIANCE WITH THE HOUSING ELEMENT STREAMLINED REVIEW PROCESS OF THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

C-4 Consideration of an Introduction of an Ordinance of the City Council of the City of Madera, California, Amending Chapter 7 of Title VIII of the Madera Municipal Code Pertaining to Municipal Utilities

Director of Financial Services Tim Przybyla stated the introduction of this ordinance is to help to clean up the ordinance regarding utility billing by amending Chapter 7 of Title VIII of the Municipal Code. Mr. Przybyla referred to the ordinance and advised that he would point out the few changes they are proposing to make. He referred to page 4 beginning with Section C under 8-708, Charges for Municipal Utilities. They are proposing to change the date from the 5th of the following month to the 25th of the current month. The reason for that is because currently with the delinquent date being set as the 5th of the following month and the utility bills being sent out on the first of the month, people come to pay their late fees on the 6th. They will pay their penalty and what is past due and at the time they pay, they will pay what shows as being past due. Then they have to explain to them well there is another past due amount that you pay on the past due and it just doesn't work out; the timing is not right. He advised that they are actually changing the wording in the document to delinquent date rather than due date because in his opinion the utility bills are due upon receipt but they are delinquent after a certain date. They are hoping to change the date to make it less confusing and easier for them to explain to customers and for the customer to be able to see on their bill how much they will actually owe if they don't pay by a certain date.

Mr. Przybyla moved to the next section under Delinquent Accounts and stated that after establishing the delinquency date they just name the date rather than saying the 5th of the following month just to make the wording easier to follow. He added that at the bottom of the next page they are taking out the section that talks about all costs of collection shall be charged against the delinquent customer account in addition to any other late fees, penalties and interest. He commented that after discussion with the City Attorney they didn't think that was legal to try to make them pay the amount plus the amount that the collection people take out of the collection. They are proposing to take that out of the ordinance.

Mr. Przybyla referred to the eighth page which is Section 8-7.14, Noticing Prior to Termination of Service. He explained that this is another section that basically what they are trying to do is streamline the process. He advised that currently the process really is not working because they generate a list of all the people that they need to send notices out to and they mail out a separate list to all those people after they have generated those lists so they do a separate mailing around the 10th or 15th of the month telling them that they are going to be shut off in 10 days if they don't pay by then. He stated that the proposal is to just have them include on the utility bill, when there is a past due amount, they will put bold red lettering saying the past due and then a statement that the past due amount is paid by such and such a date or you will be subject to penalties and possible shut off. He believes they included a sample utility in the report that shows the additional wording. They will be able to see both; adding due upon receipt at the top and the bold red indicating that if you don't pay it by this date you will be subject to further penalties and shut offs.

Mr. Przybyla commented that the other proposed change is going from the 5-day notice to a 48-hour notice, noting that the P.U.C. only requires a 24-hour notice, so they are still giving more notice than is necessary. They would send out the notice 5 days prior to that time because they have to allow 5 days for postage. He advised what that would be replacing is the two field reps that they have out in the field that are expected to go to some 2,000 houses that are delinquent at the time and hang something on their door knob. They will replace that process with mailing out the 48-hour notices 7 days before the shut off date. That will inform them and they will also make a reasonable attempt to contact them by phone. He explained that rather than have their field reps going out, finding all these houses and hanging something they will mail it out and then they will attempt to contact them by phone to meet all the requirements of the P.U.C.

Mr. Przybyla commented that by changing the timelines and changing the process of how they notify them they think they will be able to save a whole lot of staff hours and make it much more understandable for the public; for their customers. They are hoping to provide a better level of service to them. He offered to answer any questions.

Mr. Przybyla stated that the recommendation is for Council to introduce the ordinance amending Chapter 7 pertaining to Municipal utilities.

Mayor Poythress stated that was a nice presentation and asked if members of the Council have any questions for Mr. Przybyla. No questions were asked.

Mayor Poythress called on the City Clerk for title.

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

ON MOTION BY MAYOR PRO TEM OLIVER, AND SECONDED BY COUNCIL MEMBER HOLLEY, FURTHER READING WAS WAIVED, AND ITEM, C-4, INTRODUCTION OF AN ORDINANCE, WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0. ABSENT: COUNCIL MEMBER BOMPRESZI.

INTRO. ORD. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AMENDING CHAPTER 7 OF TITLE VIII OF THE MADERA MUNICIPAL CODE PERTAINING TO MUNICIPAL UTILITIES

D. WRITTEN COMMUNICATIONS

D-1 Presentation by Jerry Lee Regarding Community Media Access Collaborative (CMAC) and Report by Ted Uyesaka

Information Services Manager Ted Uyesaka thanked the Council for allowing them to come before them today. He noted that this report was prepared in response to Mr. Lee, the Executive Director of the Community Media Access Collaborative (CMAC) out of Fresno to address the Council on availability of Public Education and Governmental or PEG access fees. Mr. Uyesaka added that the report went over

their current franchise fees that they collect from the cable providers and also talks about the possibility of collecting additional fees if the City Council wishes to. It also talks about how those fees are generally passed on to the consumer through their bill by the providers and it talks a little bit about Mr. Lee's organization CMAQ, who they work with today. Mr. Uyesaka introduced Mr. Lee who will talk to the Council about his organization, introduce them to some opportunities he feels the City may have, and a little bit more information on what is going on.

Jerry Lee with Community Media Access Collaborative thanked the Council for the opportunity to address them and give them some information about Public Education and Government Access. He commented that the City is already collecting 5% of gross from Comcast and AT&T U-Verse that goes into their general fund. He noted that there is an additional 1% that is available. They have to tell Comcast and AT&T U-Verse that they want to collect that and it is passed on as a user fee to their customers. He commented that that 1% goes through the City to an agency for part of the government, or part of the education system that the City designates to be used for any of the three: public access, education access, or government access. He noted that he has been in conversation with Superintendent Gonzalez and some others, and they know there is an interest in having PEG access in Madera. Mr. Lee played a short video about how it works in Fresno and in Clovis.

Mr. Lee stated that they obviously have two rather large communities that provide funding for them. He believes that if they ask for the additional 1% they would receive somewhere between \$50,000 and \$75,000 a year for the purpose of Public Education and Government Access. He stated that according to the DIVCA law, the Digital Infrastructure and Video Competition Act of 2006, they are allowed to tell the cable companies that they want up to three channels but that probably is too aggressive at this point. They would be better served, he thinks, with just one channel early on to be divided up between government and education. He commented that one of the success stories that they had very recently, they trained 21 students from Sunnyside High School in the use of their mobile production van and they broadcast live three football games out of the stadium. He added that two of the young women who they trained went to the Grizzlies Stadium and applied for jobs with the Grizzlies and when they saw that they were trained by CMAQ they interviewed them and those two young ladies now have positions in the media department at Chukchansi Stadium. He noted that it becomes an opportunity to train students in the art of media. He commented that Terry Dolph is a citizen of Madera County and they started many, many years ago in this process and together they designed and built the studio that they saw there. They have only their advice to offer the City. They have no skin in the game as it were but they so firmly believe in what Public Education and Government Access can do for a community to open up their meetings to the public to give schools the opportunity to teach students the art of media in a professional environment. He commented that it gives them a leg up; gives them confidence and if the City decides to go ahead and request that 1% at some point, they will be happy to give the City advice and help guide them along in the process. Mr. Lee stated that he and Mr. Dolph are happy to answer any questions the Council may have.

Mayor Poythress asked if members of the Council have any questions.

Council Member Medellin stated he had the opportunity to meet with Mr. Lee, Mr. Dolph, and Superintendent Gonzalez who is also present this evening. He commented that he would like to hear from Superintendent Gonzalez who has some ideas himself. He added that Sheryl Sisil is also in the audience and she made a wonderful presentation to the Council just a couple of weeks ago on how this ties in to the Pathways concept. He thinks the training, teaching and education of this media avenue would be absolutely wonderful.

Ed Gonzalez, Madera Unified School District Superintendent, stated he will keep this as brief as he can. He advised that they are expanding their Career Pathways through their high schools and extending them down into the middle schools as part of their integrated secondary program. They see expansion of video production and other media as really partial to what they want to do in preparing students for post secondary education and jobs. They also think it is an excellent opportunity to train Maderans in media so they can enhance Madera's image throughout the region and throughout the state.

Sheryl Sisil with Madera Unified School District stated they have talked recently about providing opportunities for their students from Madera to gain skills that will help their community and their kids, and keep those skills here. She noted that with the opportunity that this could offer for their students, again, it is another high level skill. It is another need in their local community and surrounding communities that they could provide students with an opportunity to be trained. She stated that the technology that they have access to now is nothing compared to what they would get through the type of program that CMAQ runs. She thinks that their mobile van is like what ESPN has. It is equivalent technology. She noted that they are not exactly able to offer that to their current students. They can imagine the financial impact that would have. She commented that she would love the support and being able to move forward with this project so that they can provide their students, Madera kids, with another opportunity and it is going to enhance Madera and enhance their own students and give them additional opportunities that they are not currently getting. They all know that technology encompasses all industry sectors. She commented that it is not specific to one; it kind of covers them all.

Mr. Gonzalez stated that one of the dreams that they have as a school district is to create a technology center in Madera. He noted that the technology center would encompass video production as part of it as well programming, coding, just different things. He commented that technology is changing so fast that if he were to give them a litany of all the things that they want to do right now it would be obsolete in a year. He stated that Steven Alexander, their Director of Information Technology, is also here because they want to emphasize that they think this is an opportunity for the City and possibly even the County, if that would be the wishes of the County, to really help them get on the map and integrate what they want to do with the schools, with the community at large. He stated that at this point they are here to answer any questions that the City Council may have.

Mayor Poythress asked if there are any other questions from Council.

Council Member Rigby referred to the comment that they hope to have a media center. He asked if this is a future plan. He asked if this is something that is in the works, we hope to, or we are going to wait and see how Council...

Mr. Gonzalez responded that from the district perspective they have talked about a tech center. He didn't specifically call it a media center because media would be a part of that. They have purchased land for it. They haven't proceeded with anything beyond that at this point. He advised that this could be something that could go into, from the CMAQ perspective, an existing building if that would suit purposes or it could be something that would be built.

Council Member Rigby asked where that was purchased.

Mr. Gonzalez responded that it is at Sunrise and Road 28.

Mayor Poythress thanked them for their comments.

E. ADMINISTRATIVE REPORTS

E-1 Staff Requests Direction from Council Regarding Temporary Landscape Maintenance Service to Underfunded Landscape Maintenance Zones

Parks and Community Services Director Mary Anne Seay stated that over the balance of the last several months they have heard a lot of presentations from staff on landscape maintenance districts. They have heard a lot of commentary from the community about landscape maintenance districts and staff has worked together to prepare 218 ballots that will be heading out to impacted zones within a week and a half's time. Today they are here to seek direction from Council. She noted that they have the understanding from those previous dialogues that she referenced that there are 23 zones who voted against an increased assessment. She commented that in those 23 zones there are varying degrees of deficit. She advised that some are very underfunded; some zones they had to stop landscape services back in November of 2014; others are going to fall out of service in the next month or two. She added

that in response to significant community concern, Council asked staff to prepare some information for them about what it would take to offer some relief in those underfunded zones from this point to the beginning of the new fiscal year. Ms. Seay stated that as a reminder, Council directed staff to bring that work in house and effective July 1 the landscape maintenance program, the landscape itself, the administration of all that will in house and the Parks Department is currently ramping up and purchasing equipment, hiring staff, and trying to get the word out to have a good crop of folks to choose from to build their team. She advised that the question before the Council is what do they do from now until July 1 with those underfunded zones. She added that there still is the question mark, to be fair and to be completely open, on how the ballots are going to come in for this next fiscal year and that is something for the Council to consider as well. She commented that her colleague John Scarborough has done an enormous amount of work on this and Keith Helmuth has as well. They have worked together as a team. They have been to some community meetings. They plan on doing an outreach effort to make sure all impacted residents know that they have a ballot, that they live in a zone, what that means, what a yes vote means, what a no vote means, what the consequences look like, and they are always available to take phone calls and emails from the community to answer questions that they don't feel like they are getting.

Ms. Seay stated she is happy to answer any questions the Council may have now. She commented that the staff report before them is seeking direction from Council if they would like staff to provide some relief in those underfunded zones and use general fund dollars. She advised that they can do that. They have prepared three different levels of service. One would be once a month; one would be every other week; and one would be weekly service. She commented that this is going to be using their existing staff and existing equipment in overtime capacity. She stated this is not going to restore these zones to extremely manicured bushes and landscapes; it is going to be more of the basics such as mowing down the weeds and eradicating some of the blight they see in some of the worst zones.

Mayor Poythress stated he received an email from Jose Evangelista today in regards to the community meetings that have been set up. He thinks there are roughly six or seven and they are scattered around the community where they have landscape zones that are going to be subject to a vote coming up. He asked Ms. Seay to give a brief summary of what is going to happen at those meetings.

Ms. Seay replied that at those meetings they are asking residents who live in those neighborhoods to come out to meet with City officials, to meet with City staff both from Engineering and Parks. They want to be able to explain to them that they are getting a ballot in the mail. She noted that a lot of people have confessed to them that they got the ballot and didn't know what it was and tossed it away. They are explaining very objectively what a 218 election is, what the ballot is, making sure they understand what to do if they don't get a ballot, making sure they understand how to vote and making sure that they understand what the consequences of a no vote are. They are not advocating for one position one way or the other but they are there to objectively explain the situation to any of those residents. They encourage residents in those impacted neighborhoods to come to those smaller community meetings so they can really start to understand more about the zone that they live in.

Mayor Poythress suggested that as far as those particular areas where the meetings are going to take place, as far as getting the information out to the folks, he thinks it would be really helpful, and he would be willing to volunteer and he knows his colleagues would be more than happy to do so, to see if they could have door hangars or something that they could leave. He commented that it is just extra notice and again, it is something that rather than coming in the mail it is just one more thing that people have in front of them that they could take a look at. He restated that it is just a suggestion.

Council Member Rigby advised that he too has talked to Mr. Evangelista and he agreed that there would be a foot campaign prior to meetings. Council Member Rigby stated he would be working not only his district but volunteering to help his colleagues with theirs as well so their job is not yet over.

Mayor Poythress stated he would comment on the alternatives and asked that members of the Council weigh in. Mayor Poythress commented that he thinks about this time of the year, today is the 6th, and he knows that what he notices is that a lot of the weeds and stuff that grow typically grow mainly like in the

winter, and early spring they get that big growth. After that some of the weed varieties die off and so forth. He is not sure, based on what the recommendations are here, whether they need to do more than say once a month because he could see the initial service being done. It would take out those winter and spring weeds and then in another month, whatever had a chance to grow up could be eliminated also and by then it takes them through July. Then they have this other issue coming from another direction from the Governor which is a whole different factor that comes into play here in regards to less water on medians and so forth that really pulls off the growth. He is wondering if it is even necessary to go beyond Option 1.

Council Member Rigby commented that it is less than 60 days until it is reported that the City would take over full maintenance of these areas. He asked if once they take over is it full service or will it be that which was suggested in this report that there would be large scale shrubs and tree trimming would not be presently part of the service plan. He commented that in other words will they be well equipped to take on full service of these maintenance zones or is there a possibility that whatever option might be selected tonight that that could be prolonged into past the July 5th time because of insufficient people, not enough people, not enough resources.

City Administrator David Tooley replied that he thinks there are a couple of parts to Council Member Rigby's question so he needs to check in with staff. He asked Ms. Seay if at this point, she can't be absolutely, but is she relatively confident that they will be ready to spool up on July 1.

Ms. Seay replied yes. They have purchased equipment. She noted that Human Resources has been an excellent partner for them in terms of fast tracking the hiring of staff.

Mr. Tooley commented that they have a reasonable expectation that they will be spooled up to provide a full level of service. He asked that they suppose that for some reason they didn't get there. They could provide a lesser level of service. They would charge less to that zone and the monies that are contributed to that zone through the landscape maintenance zone process remain in that zone and available for either future expenditures for zone or a refund to the people in the zone. He thinks they are in a position to provide service. To the extent that they would not do so they are going to make sure that they accurately account for revenues and expenditures.

Council Member Medellin stated they are talking about July 1 but asked that they go back to the timeline for the 218 vote. He asked that they give him a timeline on once they have their town hall meetings, once they educate the public, they vote, it comes back to Council, when can they reasonably say through these zones that they will have a definite answer as to yes versus no and then they can move forward at that point.

Mr. Tooley responded that the Proposition 218 vote is scheduled for July 1st so it syncs up nicely for them.

Council Member Medellin referred to Option 1, 2, or 3, once a week, twice a month, once a month and noted that it is going to be at the City's expense until July 1 Proposition 218 votes come in and at that point they have done the education, they have done the outreach, they have talked to as many people as they can in their districts or sharing districts and at that point what else could they do.

Mr. Tooley responded that at that point, those zones that are fully funded will receive full service. He asked that they suppose hypothetically that a zone only has enough funds for 50% service the City would scale its service plan to meet the available funds.

Council Member Medellin stated he is prepared to suggest Option 2 simply because of the timeline for July 1 to do it twice a month because he thinks that is about what it is going to take regardless of water to get it to at least looking satisfactory. As they drive around, all of their neighborhoods, all of their medians or islands again, whether it is once a month or five times a month the grass is not going to turn green and they still have a separate issue with the water. For his particular vote he is leaning towards Option 2 which is \$7,000 roughly out of the general fund and twice a month.

Council Member Robinson stated he read somewhere that they won't be able to use drinking water for watering the medians.

Ms. Seay replied that is correct. Per the Governor's executive order that came out on April 1st ornamental turf in median islands cannot be irrigated effective April 25th and the water in those median islands have been shut off for the turf and staff is in the process of retrofitting and making sure that the trees in those medians get irrigation so they don't have a significant tree mortality.

Mayor Poythress stated he has a question arising out of Option 1 and 2. He asked if they do a once over on all of the zones and so forth how long would it be, considering the fact that there isn't going to be a lot of watering, that they would have to go through again.

Ms. Seay asked John Scarborough, Parks Planning Manager, who has direct experience with landscape maintenance, to respond. She can tell them that the weeds in her yard seem to grow whether they are watered or not.

John Scarborough, Parks Planning Manager, stated that Council has wisely touched on something that they have been thinking about over the last couple of weeks and the fact is, he thinks it is keeping all of them awake at night, is that the Governor's order and the City's subsequent water restrictions are mandating that they only water two times per week. He stated that obviously the benefit to that is a substantial reduction in the consumption of water and another way to look at that is that all turf, not just the turf in the medians where they are turning the water off, but all the turf that is currently getting watered two days a week, all of the shrubbery that is getting watered two days a week, as they move into warmer weather will begin to stress somewhat. They believe that through some of their newer technology and just by monitoring things really, really closely that they will be able to get all the plant life through the summer ok but a beneficial side effect is that the typical weed growth that they see this time of year is usually due to an abundance of soil moisture. They are not going to have that this year. They believe that if they come through and they clean an area up the need to come back will be extended over what it has typically been in a normal year. He added that the same thing with the turf being that it is not over-watered and probably right at the level of continually being under-watered, the lawns aren't going to grow like they typically do. They are hopeful that as they move into summer, they are gearing up and that sort of thing, that they can extend some things out a little bit. They believe that the initial clean up in the zones that are looking kind of shabby right now is going to make a pretty dramatic impact. He commented that as mentioned in the staff report, they don't believe that they have the time and the resources onboard right at this time to do large scale tree trimming and shrub trimming and that sort of thing but the lawn mowing, the weed clean up, removing the leaves and the litter, and that sort of thing are going to go a long ways towards making things look a lot more presentable.

Council Member Medellin stated that clears up his statement. As a for instance, once a month, if it looks good for a week, then it is semi-tall for a week, then it is out of hand after the third week, then they are looking at more ugly looking tall weeds than not. But if they are saying that really without any moisture the growth on the dry grass is minimal and why go after 14 days or so and pretty much mow the half inch growth that they have does seem like a waste. He thinks they answered his question and if that is the case and they can keep at least neat then he doesn't mind Option 1.

Council Member Rigby stated he came in here with ears wide open, eyes wide open and wanting to consider all options. He noted that maybe his colleagues can weigh in on this, he is the new guy. He stated that dipping into the general fund, to him, seems like a slippery slope. He thinks that there are definitely things that need to get done but when they start dipping into the general fund they are taking away resources from other areas that it could better be used. They are taking salaries from their Police Department. They are taking potential building funding from a much needed Fire Department on the north side. He agreed that the cost is minimal but what he doesn't want to do is set a precedent as Council Members. With that said however he is curious what it would look like to have Option 4, a one time only clean up where they go in completely clean up, one and done and then they wait out the less than 60 days until July whatever. He is not sure if that throws a wrench in the game however, he is very

concerned at what sort of precedence they would be setting as a Council willing to dip into the general fund for something such as landscaping.

Mayor Poythress stated he really appreciates Council Member Rigby's comment. He thinks it is very responsible and very prudent. Mayor Poythress commented that he would suggest that it would not present a precedence only because it is so unusual. He thinks if it was something that they were looking at the potential of occurring year, after year, after year, and occurrence after occurrence he would say yes absolutely. He thinks that this is going to be more than likely a very isolated type of situation. He stated that Council Member Rigby's comment is well taken and he agrees to be careful about how they take a look at general fund.

Mayor Pro Tem Oliver agreed with Council Member Rigby. Obviously they have to be stewards of very, very precious tax dollars whether it be a dollar, \$3,000 or \$30,000 and obviously this is a temporary deal. Mayor Pro Tem Oliver stated he is confident in both the decisions and the direction they have made collectively in moving forward here soon with bringing that service in house. He hopes it will alleviate a lot of these concerns moving forward. He doesn't want to go too far off topic but Mr. Scarborough mentioned limited time and resources and he knows that Ms. Seay and her staff and others have dedicated tens of not hundreds of hours towards this subject and he thinks with the changes on July 1 and with more public involvement, he doesn't know that they are going to go away especially with a lot of the variables coming from the Governor's office. He commented that they are a town of 16 square miles and they have 80 special districts. He knows they are providing a great deal of emphasis on this subject but at some point, is there a discussion to be had about consolidating some of those districts into something that might be more maintainable. He is sure it is a herculean task; it is not going to happen in July perhaps not even next year but at the end of the day, a small town, he can't imagine that this is the norm and asked if there are any options available as a community to look at alternatives to make themselves more available and staff and also just for a better plan ahead.

City Attorney Brent Richardson responded to Mayor Pro Tem Oliver's question regarding consolidation. He stated so that they are aware of the process for consolidation of landscape maintenance districts essentially puts the same burden as if they were actually starting a new district. They are essentially getting an affirmative vote from individual homeowners. He stated that typically when these things are set up a lot of times they have one owner, in other words housing developments, that type of thing. Now they have individual owners so it is much more onerous task than even when they were set up originally. That is what they are looking at is essentially if they were to set it up from the get go, if they were to consolidate because all those people being consolidated have to basically have a vote on that. He added that it is complicated by the types of improvements and the various benefits associated with the different districts. He commented that it sounds good but probably an implementation is probably extremely, extremely difficult.

Mayor Pro Tem Oliver stated he is absolutely sure and he would just advise that maybe they look at other examples to see if other cities have done something similar. He stated that just with 80 districts, he can't understand that there is not a little bit more they can do and it is a herculean task just to get a Proposition 218 passing as it is so maybe there is something they look at down the line and see if there are any other opportunities in the future that might present itself.

Council Member Medellin stated to Council Member Rigby that his point is well taken. He totally agrees with him. When they are talking the general fund every dollar counts and they have to be good stewards of their money. His justification, personally, and it was brought up by the Mayor, he would like to show a good faith effort. They are talking about people's neighborhoods and homes and where you live and this has to be a 50-50 we are in this together. They are making decisions for 23 zones. They need that engagement and they need more people to come here and say what they are willing to pay or not pay. They have to go out and knock on doors and educate. He thinks the first item that went out was a little confusing. Legally they fulfilled their duty but he thinks they did not fulfill the duty of actually reaching out to say this is what this means and they are going to do that here shortly with these meetings. Personally his justification to say this is a good faith effort on the part of the City that they will do something in this one particular instance to reach out and offer some sort of maintenance at City's expense.

Council Member Medellin made a motion for Option 1. The motion was seconded by Council Member Holley.

Mayor Poythress stated this is more direction and asked the City Attorney if it should be in the form of a motion.

Mr. Richardson replied that certainly they can do it as a motion but typically when staff is requesting direction the trend for the Council has just been if there is consensus then staff has their direction.

Council Member Medellin stated that based on Ms. Seay's and Mr. Scarborough's comments that it is not growing like it is supposed to anyway with the lack of water and short weeds are better than tall weeds he guesses.

Mayor Poythress stated he thinks staff has direction.

Ms. Seay replied that she thinks she has direction. She reminded Council that they will be bringing an item to the May 20th agenda to do some administrative appropriation relative to this but they will get started right away.

Council Member Medellin thanked the folks of Zone 4 and Zone 12 for coming to the meetings. They all appreciate them coming here and their input. Like he said, they are in this together and thanked them for showing up.

E-2 Presentation of the Preliminary City of Madera General Fund Budgets for Fiscal Year 2015/2016 and Selection of a Date for the 2015/2016 Budget Workshop

Director of Financial Services Tim Przybyla stated this is the third of four preliminary budget presentations. They will have one more preliminary presentation at the next City Council meeting and the final budget should be presented to Council at the second meeting in June. They are hoping to have the Council set a time and date for the budget workshop to be held prior to that final budget presentation.

Mr. Przybyla advised that this budget proposal includes a slight increase of 0.5% to personnel expenses due primarily to changes to minimum wage change laws and the required provision of leave time for part time employees. He stated that the proposed maintenance and operations budgets overall have increased by approximately 10% from the 14/15 budget and the proposed capital outlay budgets have increased from \$618,000 to \$702,000 or 14% over last year's budget.

Mr. Przybyla stated that some of the factors that made last year's budget presentation difficult were a 3% cost of living increase, large increases to healthcare costs, increased CalPERS costs and losses of funding from certain grants. He commented that for this fiscal year the revenue picture has improved however CalPERS continues to increase and must be addressed in the collective bargaining process.

Mr. Przybyla advised that this preliminary general fund budget presentation includes approximately \$32 million of proposed expenditures and about \$31.7 million of projected revenues. He stated that summaries of revenues and expenses are included in the report as Exhibit A and detail of the revenues are attached as Exhibit B. He noted that the line item budgets are included in this presentation as Exhibit C and contain the various operational line items as well as the departmental revenue projections for those budgets. Mr. Przybyla stated that although he mentioned a PowerPoint presentation in the staff report, he and the City Manager have elected not to present a PowerPoint presentation because a lot of those issues that would have been addressed in the PowerPoint will be addressed in closed session tonight with Council and in interest of the length of this meeting and all the Council has yet to discuss this evening, he hopes Council is ok with that.

Mr. Przybyla noted that the purpose of this preliminary presentation is to help the Council become somewhat familiar with the budgets that they are working on at this time. He added that staff anticipates

having a draft budget of all funds prepared and delivered to the Council by May 22nd. He advised that it is a tight deadline but he will be working with his staff very hard and with the departments to get this completed. Mr. Przybyla commented that Council may choose to schedule a workshop anytime after that date and staff would like to propose that Council select from one of those suggested dates and times or select another date that works better for Council within the same approximate timeframe. He advised that the times that they are proposing are Wednesday, May 27th from 5:30 p.m. to 9:00 p.m.; Saturday, May 30th from 10:00 a.m. to 2:00 p.m.; Tuesday, June 2nd from 5:30 p.m. to 9:00 p.m.; or Thursday, June 4th from 5:30 p.m. to 9:00 p.m. Mr. Przybyla asked if Council has any questions or if they would like to discuss those dates at this time.

Mayor Poythress suggested June 2nd or June 4th. He noted that Wednesday, May 27th is right between two giant presentations on the LMZ's. He thinks they need to be right on their game for the LMZ discussion and he is not sure. He stated he loves Saturday meetings too but he knows others may not.

Council Member Rigby stated that June 4th is the high school graduation. He would have a conflict with that as a youth pastor. He will be in attendance there. He would prefer Tuesday, June 2nd.

Council agreed on June 2nd for the budget workshop.

Mr. Przybyla stated that unless the Council has questions regarding the plethora of information that is included in the report then he will take his seat and let them continue on.

Mayor Poythress thanked Mr. Przybyla for the presentation.

F. COUNCIL REPORTS

Council Member Robinson reported that he attended the Democratic Club on April 28th. He gave a speech on water and jobs and they enjoyed it.

Council Member Robinson reported that he went to Fresno State for the Meat Science presentation and Harris Beef Ranch donated all the steaks. They had 20 booths with different recipes and that was enjoyable.

Council Member Robinson reported that he attended a neighborhood block party with the Mayor. He thinks they outnumbered the residents.

Council Member Robinson reported that he attended the Groundwater Forum at the Madera Fairgrounds.

Council Member Rigby reported that he is looking forward to this Thursday to attending the Madera Unified School District Superintendents Executive Community Committee meeting.

Council Member Rigby stated he is also looking forward to beginning his day tomorrow at the Mayor's Prayer Breakfast.

Council Member Rigby stated he wanted to give kudos to their Malone Neighborhood Watch that became an official Neighborhood Watch last night. Unfortunately he was not able to make it. He was on baby duty but he did put a call in to their Neighborhood Watch Leader that morning. They are excited to work together to see that neighborhood not only reach her dreams but surpass them definitely.

Council Member Rigby stated he would also like to just put it in everyone's ear that on May 18th he will be joining several of his colleagues to discuss the Proposition 218 vote in the neighborhood.

Council Member Holley reported that he attended Relay for Life last Saturday. He commented that it was a nice turnout. He thinks they did a good job. He thanked the City Clerk for all the work she put in with Ms. Seay.

Council Member Holley reported that he attended a Cinco de Mayo Day at Sierra Vista on Friday. There was a good crowd out there for three hours and it was enjoyable.

Council Member Holley invited all to the McNally Park Jesse Owens Games on Saturday. He commented that it has been 28 years and this will be the last one. He invited all to come out and watch part of the games or the introduction. He commented that this is not an election year so he hopes to keep them a little longer. They can also come to see the final presentation that will be given to a lot of the kids and some of their staff that have been with them for the last 20 some years. The event starts at 10:00 a.m. and hopefully he can have them home about 3:00 p.m. They can come and go if they like.

Mayor Pro Tem Oliver thanked Mayor Poythress for allowing him to participate in Relay for Life event and proclaim May 2nd through May 3rd Relay for Life Weekend in Madera. He gave great kudos to the City of Madera team. He asked the City Clerk to share how much they ended up raising.

City Clerk Sonia Alvarez responded that the City team raised close to \$3,300 and the overall community raised about \$92,000.

Mayor Pro Tem Oliver stated it was a great event. There was unlimited display of strength and courage during that time. He will also say that it was an honor to be present to see their dear colleague and friend Mary Anne Seay walk the Survivor's Lap. He was very, very honored to be there in her presence during that special moment and certainly they are very proud of her. He thanked Mayor Poythress again for allowing him to take that one on. He is very proud of their City team and their community.

Mayor Poythress commented that there was a nice picture of Mayor Pro Tem Oliver in the paper today.

Mayor Poythress reported that this morning he along with Council Member Medellin attended the EDC meeting. He advised that those are always interesting.

Mayor Poythress stated he wants to share a letter to the Mayor from a young person. The letter stated he visited the park and he liked it. He asked that they build a monkey bar and that his grandma is writing this for him.

Mayor Poythress stated he looks forward to seeing everybody tomorrow at the Mayor's Prayer Breakfast.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

City Attorney Brent Richardson announced that the Council will adjourn to closed session pursuant to Government Code Section 54957(a) to discuss conference with legal counsel and Chief of Police as described under item G-2; pursuant to Government Code Section 54956.8 to discuss conference with real property negotiators as described under item G-3; and pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-4.

Mayor Poythress declared a conflict of interest on item G-3 and advised that he would excuse himself from that item.

The Council adjourned to closed session at 7:55 p.m.

G-2 CONFERENCE WITH LEGAL COUNSEL AND CHIEF OF POLICE - Pursuant to California Government Code Section 54957(a) pertaining to threat to the security of public buildings.

G-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS – Pursuant to Government Code Section 54956.8

PROPERTY: 1 PARCEL

Carmel Subdivision APN: 012-460-001 & 012-460-006
Agency Negotiators: Christopher Boyle, Mary Ann Seay, Les Jorgensen
Negotiating Parties: Mike Pistori, DMP Development
Under Negotiation: Price & Terms

G-4 CONFERENCE WITH LABOR NEGOTIATORS - Pursuant to California Government Code Section 54957.6

Agency Designated Representatives: David Tooley and Wendy Silva

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

G-5 Closed Session Report – City Attorney

The Council returned from closed session at 9:00 p.m. with all members present.

City Attorney Brent Richardson announced that the Council met in closed session pursuant to Government Code Section 54957(a) to discuss conference with legal counsel and Chief of Police as described under item G-2, and reported that no reportable action was taken; pursuant to Government Code Section 54956.8 to discuss conference with real property negotiators as described under item G-3, and reported that Mayor Poythress conflicted out on that item due to business relationship with one of the parties and no reportable action was taken; and pursuant to Government Code Section 54957.6 to discuss conference with labor negotiators as described under item G-4 and reported that no reportable action was taken.

ADJOURNMENT

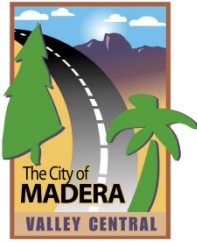
The meeting was adjourned by Mayor/Chairperson Poythress at 9:01 p.m.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, City Clerk/Secretary

ROBERT L. POYTHRESS, Mayor/Chairperson



**MINUTES OF A REGULAR MEETING
OF THE MADERA PUBLIC FINANCING AUTHORITY
CITY OF MADERA, CALIFORNIA**

**October 1, 2014
6:30 p.m.**

**Council Chambers
City Hall**

6:30 p.m. CALL TO ORDER REGULAR SESSION

Mayor/Authority Chairperson Poythress opened the regular meeting of the Madera City Council and the regular meeting of the Madera Public Financing Authority for 10/01/14 at 6:30 p.m.

ROLL CALL: The Deputy City Clerk called roll for both agencies.

Present: **Authority Chairperson Robert L. Poythress**
 Authority Vice-Chairperson Donald E. Holley
 Authority Member Derek O. Robinson Sr.
 Authority Member Sally J. Bompreszi
 Authority Member Gary L. Svanda
 Authority Member Andrew J. Medellin

Others present were City Administrator David Tooley, City Attorney Brent Richardson, City Clerk Sonia Alvarez, Director of Community Development David Merchen, Director of Financial Services Tim Przybyla, City Engineer Keith Helmuth, Public Works Operations Director David Randall, Chief of Police Steve Frazier, Business Manager for Parks and Community Services Mark Etheridge, Director of Human Resources Wendy Silva, Grant Administrator Daniel Abdella, Chief Building Official Steve Woodworth, Information Services Manager Ted Uyesaka, Planning Manager Chris Boyle, Deputy City Clerk Gabriel Rodriguez, Park Planning Manager John Scarborough, and Division Fire Chief Don Stein.

INVOCATION: Pastor David Votaw, Harvest Community Church

PLEDGE OF ALLEGIANCE: Authority Chairperson Poythress led in the Pledge of Allegiance.

PUBLIC COMMENT:

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

Mayor/Authority Chairperson Poythress opened public comment for both agencies. No comments were given for the Madera Public Financing Authority meeting.

Authority Chairperson Poythress closed the public comment.

Authority Chairperson Poythress announced that they would move into the Madera Public Financing Authority agenda.

B. CONSENT CALENDAR

B-1 MPFA Minutes – December 4, 2013

Authority Chairperson Poythress announced that there is one item, the MPFA minutes from December 4, 2013.

ON MOTION BY AUTHORITY MEMBER BOMPREZZI, AND SECONDED BY AUTHORITY MEMBER SVANDA, THE CONSENT CALENDAR WAS ADOPTED UNANIMOUSLY BY A VOTE OF 6-0.

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

There are no items for this section.

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. AUTHORITY MEMBER REPORTS

ADJOURNMENT

The meeting was adjourned by Chairperson Poythress at 6:39 p.m.

Chairperson Poythress announced that they would now move to the agenda for the regular meeting of the Madera City Council.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

SONIA ALVAREZ, Secretary

ROBERT L. POYTHRESS, Chairperson

City of Madera

Council Meeting Of	<u>October 7, 2015</u>
Agenda Item No.	<u>B-2</u>

Memorandum To: The Honorable Mayor,
City Council and City Administrator

From: Office of the Director of Finance

Subject: Listing of Warrants Issued

Date: 10/7/15

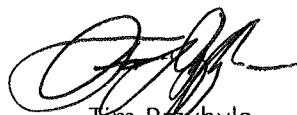
Attached, for your information, is the register of the warrants for the City of Madera covering obligations paid during the period of:

September 4, 2015 to September 24, 2015

Each demand has been audited and I hereby certify to their accuracy and that there were sufficient funds for their payment.

General Warrant:	201080-201382	\$ 3,009,279.29
Wire Transfer	Union Bank Payroll and Taxes	\$ 1,161,287.66
Wire Transfer	SDI	\$ 3,275.43
Wire Transfer	Cal Pers	\$ 289,943.48

Respectfully submitted,



Tim Przybyla
Financial Services Director

CITY OF MADERA
REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT
September 24th, 2015

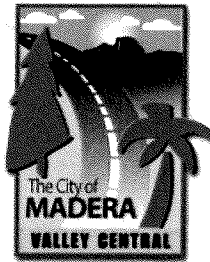
CHECK	PAY DATE	ISSUED TO	DESCRIPTION	AMOUNT
201080	9/10/2015	SECOND MISSIONARY BAPTIST CHURCH	PARK DEPOSIT REFUND	50.00
201081	9/10/2015	RYAN, CAROL	PARK DEPOSIT REFUND	50.00
201082	9/10/2015	GARCIA, OSCAR	MEAL REIMBURSEMENT	15.50
201083	9/10/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 09/11/2015 PR	750.76
201084	9/10/2015	AMERICAN BUSINESS MACHINES	PD PRINTER	1,323.00
201085	9/10/2015	BOTWRIGHT JR., JOHN D.	PER DIEM WATER DIST CERTIFICATION REVIEW	127.50
201086	9/10/2015	TOWNE PLANNING & ENVIRONMENTAL	LAKE ST WIDENING ENVIRONMENTAL SVS	2,954.28
201087	9/10/2015	BURNS, THOMAS	PER DIEM DRIVER TRAINING INSTRUCTOR	549.00
201088	9/10/2015	COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 09/11/2015 PAYROLL	1,108.43
201089	9/10/2015	COMCAST	CITY INTERNET CONNECTION 08/15- 09/15/15	1,520.00
201090	9/10/2015	ROGERS, JASON	PER DIEM ACA 2015 FALL CONFERENCE	482.10
201091	9/10/2015	CEDERQUIST, BRENT	PER DIEM DRIVER AWARENESS INSTRUCTOR	549.00
201092	9/10/2015	COOK, DANIEL	PER DIEM 2015 CALBO EDUCATION WEEK	226.18
201093	9/10/2015	DLT SOLUTIONS, INC.	AUTO CAD SUBSCRIPTION RENEWAL	975.03
201094	9/10/2015	DE LAGE LANDEN FINANCIAL SERVICES INC.	PC LEASE YEAR 2 OF 4	62,365.42
201095	9/10/2015	DOWNTOWN FORD SALES	F250 PICKUP	20,629.39
201096	9/10/2015	JAKUSZ PROPERTY MAINTENANCE	AUGUST 2015 MONTHLY MAINTENANCE	12,284.00
201097	9/10/2015	ELLIOTT MANUFACTURING CO. INC.	AERATOR MAINTENANCE	378.79
201098	9/10/2015	FRESNO BEE, THE	HELP WANTED ADS	694.25
201099	9/10/2015	FRESNO MADERA AREA AGENCY ON AGING	UNSERVED MEALS	92.40
201100	9/10/2015	HERTZ EQUIPMENT RENTAL	WATER TRUCK RENTAL	1,583.28
201101	9/10/2015	HOLLIER, LYNN	PER DIEM WATER DIST CERTIFICATION REVIEW	127.50
201102	9/10/2015	KOOLTRONIC, INC	AIR CONDITIONING UNIT	3,506.04
201103	9/10/2015	LARA, RENE	PER DIEM WATER DIST CERTIFICATION REVIEW	127.50
201104	9/10/2015	LINCOLN FINANCIAL	SEPTEMBER 2015 LIFE & LTD INSURANCE	4,997.53
201105	9/10/2015	MADERA CLEANERS & LAUNDRY	FLOOR MAT SERVICE	32.30
201106	9/10/2015	MADERA DOWNTOWN ASSOC.	OLD TIMERS DAY PARADE ENTRY CITY COUNCIL	75.00
201107	9/10/2015	MORENO, VALERIE	PARK DEPOSIT REFUND	50.00
201108	9/10/2015	MADERA IRRIGATION DISTRICT	2015 STANDBY CHARGE PARCEL 013-010-039	13,862.70
201109	9/10/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-01 FOR 09/11/2015 PAYROLL	6,033.04
201110	9/10/2015	N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/11/2015 PAYROLL	2,950.02
201111	9/10/2015	OFFICE DEPOT	INK CARTRIDGES	418.67
201112	9/10/2015	ONTRAC	OVERNIGHT SHIPPING	23.08
201113	9/10/2015	PACIFIC GAS & ELECTRIC	08/15 SVS 3533032414-2	531,492.74
201114	9/10/2015	P G AND E	08/15 SVS 3499945233-6	1,642.20
201115	9/10/2015	KONG KOON AND DENNY KONG	UTILITY BILLING CREDIT REFUND	176.14
201116	9/10/2015	GLASER, WILLIAM	MEAL REIMBURSEMENT	136.77
201117	9/10/2015	PLATT ELECTRIC SUPPLY, INC.	53 WATT LEDS	49,018.18
201118	9/10/2015	QUAD-KNOPF ENGINEERING	LOVES EIR 07/19- 08/15/15	19,812.00
201119	9/10/2015	QUALLS, MARK	PER DIEM 2015 CALBO EDUCATION WEEK	226.18
201120	9/10/2015	SAN RAMON MARRIOTT	HOTEL FOR 2015 CALBO EDUCATION WEEK	753.61
201121	9/10/2015	SAN RAMON MARRIOTT	HOTEL FOR 2015 CALBO EDUCATION WEEK	376.80
201122	9/10/2015	SOLIS, OSCAR	PER DIEM WATER DIST CERTIFICATION REVIEW	127.50
201123	9/10/2015	SUNEDISON, LLC	SOLAR ELECTRIC UTILITY AUGUST 2015	30,115.27
201124	9/10/2015	TELFER HIGHWAY TECHNOLOGIES	PROGRESS PMT #2 SURFACE SEAL ST 14-08	24,827.82
201125	9/10/2015	TESEI PETROLEUM INC.	FUEL CHARGES 08/21/15- 08/30/15	15,107.80
201126	9/10/2015	UNITED RENTALS, INC	INF PUMP STATION BACK UP PUMPS	5,207.33
201127	9/10/2015	VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 09/11/15 PR	20,514.94
201128	9/17/2015	VEGA, ALBERTO	PARK DEPOSIT REFUND	100.00
201129	9/17/2015	STAR CENTER, LLC	PARK DEPOSIT REFUND	50.00
201130	9/17/2015	FOREMOST PROMOTIONS	ROTATABLE BANNER DISPLAY KIT	792.54
201131	9/17/2015	AT&T	PD PRIVATE LINE SVS 08/19- 09/18	372.31
201132	9/17/2015	KAUR, KARAMJIT	PARK DEPOSIT REFUND	100.00
201133	9/17/2015	ALERT-O-LITE	UPRR- GRANADA/PECAN	872.75
201134	9/17/2015	AMERICAN BUSINESS MACHINES	TONER	294.13
201135	9/17/2015	AMERICAN MOBILE SHREDDING	SHREDDING SVS	280.00
201136	9/17/2015	AVISON CONSTRUCTION, INC	PROGRESS PMT #1 PROJECT TS-18	127,927.98
201137	9/17/2015	THE ARC FRESNO	USED OIL SERVICE AUGUST 2015	1,767.04
201138	9/17/2015	D&R DOOR SERVICE INC.	SHOP DOOR EVAL & ADJUSTMENTS	150.00
201139	9/17/2015	BLAIR CHURCH & FLYNN	SURVEYING SVS ON ELLIS/AVE 15 PHASE 2	2,132.50

201140	9/17/2015 BRIDGE STORE	ALTERNATIVE PAY STATION SVS JULY 2015	757.00
201141	9/17/2015 CALIFORNIA DEPARTMENT OF JUSTICE	FINGERPRINT APPS	527.00
201142	9/17/2015 CALIFORNIA FORENSIC INSTITUTE	PRE-EMPLOYMENT PSYCH EXAM	400.00
201143	9/17/2015 CEDAR VETERINARY HOSPITAL, INC	HEARTWORM	95.60
201144	9/17/2015 CENTRAL VALLEY PRESORT	NEWSLETTER	901.80
201145	9/17/2015 CLEARPOINT FINANCIAL SOLUTIONS, INC.	REIMBURSEMT FR FIRST TIME HOMEBUYER WKSP	1,200.00
201146	9/17/2015 CONCENTRA MEDICAL CENTERS	DOT TESTING	61.50
201147	9/17/2015 PG & E	OVERHEAD LINES SCHNOOR/CLEVELND TURN LNS	7,211.88
201148	9/17/2015 PETER S. COOPER, MAI	APPRAISAL SERVICES FOR TRANSIT PARCEL	3,800.00
201149	9/17/2015 CORELOGIC INFORMATION SOLUTIONS INC	METROSCAN 08/15	300.00
201150	9/17/2015 DC FROST ASSOCIATES, INC	PRIM CLAR REPAIR PARTS	612.47
201151	9/17/2015 DIAMOND COMMUNICATIONS	ALARM MONITORING	26.00
201152	9/17/2015 ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT FOR MEDICAL CLAIMS	60,000.00
201153	9/17/2015 ALCORN GARLAND R	Utility Billing Deposit Refund	30.47
201154	9/17/2015 SMITH JEFFREY D AND CATHY J	Utility Billing Deposit Refund	21.48
201155	9/17/2015 MEISTER ROSE	Utility Billing Deposit Refund	65.02
201156	9/17/2015 VILLASENOR BLANCA E AND JOSE LUIS GARCIA	Utility Billing Credit Refund	133.25
201157	9/17/2015 PARKER STEVEN D	Utility Billing Credit Refund	140.87
201158	9/17/2015 WILKIN ROSS W	Utility Billing Credit Refund	259.86
201159	9/17/2015 DI CRISTINA GARY AND KIM	Utility Billing Deposit Refund	24.07
201160	9/17/2015 KUNZLER ANGIE	Utility Billing Credit Refund	209.26
201161	9/17/2015 MENJIVAR JOSE A	Utility Billing Credit Refund	211.14
201162	9/17/2015 MONREAL OLGA LETICIA OR CITY OF MADERA	Utility Billing Credit Refund	129.95
201163	9/17/2015 SUNGATE REALTY	Utility Billing Credit Refund	355.82
201164	9/17/2015 TALLEY OIL	Utility Billing Credit Refund	269.92
201165	9/17/2015 BELTRAN JASON AND STEPHANIE	Utility Billing Credit Refund	76.06
201166	9/17/2015 TARLTON PROPERTIES	Utility Billing Deposit Refund	61.89
201167	9/17/2015 CARDENAS ALEJANDRO	Utility Billing Credit Refund	99.35
201168	9/17/2015 VALMONTE KELLY	Utility Billing Credit Refund	223.81
201169	9/17/2015 HAWKINS DUSTIN AND JESSICA	Utility Billing Credit Refund	140.34
201170	9/17/2015 REYES ANGEL JR	Utility Billing Deposit Refund	20.51
201171	9/17/2015 BERRIER SUSAN	Utility Billing Credit Refund	243.10
201172	9/17/2015 DHESI GULBINDER S	Utility Billing Credit Refund	143.29
201173	9/17/2015 HIDALGO EVARISTO	Utility Billing Credit Refund	15.20
201174	9/17/2015 BAUTISTA ANTONIO JR	Utility Billing Credit Refund	138.74
201175	9/17/2015 PINHEIRO TRISH	Utility Billing Credit Refund	56.51
201176	9/17/2015 HARRINGTON CARRILLO ADELLE	Utility Billing Credit Refund	3.44
201177	9/17/2015 GILL KULWINDER	Utility Billing Deposit Refund	4.11
201178	9/17/2015 SILVA GABRIELLA AND DURAN EDER	Utility Billing Credit Refund	151.57
201179	9/17/2015 OGLETREE BRITTANY	Utility Billing Credit Refund	150.28
201180	9/17/2015 SANTIAGO VICTOR ORDAZ OR CITY OF MADERA	Utility Billing Credit Refund	127.69
201181	9/17/2015 SANCHEZ DELIA OR CITY OF MADERA	Utility Billing Credit Refund	60.81
201182	9/17/2015 LIPSCOMB NATALIE	Utility Billing Credit Refund	56.62
201183	9/17/2015 DOMINGUEZ VERONICA	Utility Billing Credit Refund	121.81
201184	9/17/2015 INTELIS CORPORATION	Utility Billing Credit Refund	179.00
201185	9/17/2015 INTELIS CORPORATION	Utility Billing Credit Refund	162.35
201186	9/17/2015 KLAIR JASPAL C/O JACQUE AND COMPANY	Utility Billing Deposit Refund	64.80
201187	9/17/2015 WOODS STACY	Utility Billing Credit Refund	51.75
201188	9/17/2015 ESPINOZA SEWER SERVICE	RESTROOM SERVICE	50.00
201189	9/17/2015 FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS 09/01- 09/15/15	8,325.00
201190	9/17/2015 GUARDIAN WESTERN SWEEPING INC.	MONTHLY POWER SWEEPING	521.00
201191	9/17/2015 HERITAGE K9	BI-MONTHLY MAINTENANCE TRAINING AUG 2015	1,733.34
201192	9/17/2015 JSL CONSTRUCTION INC.	CALHOME MHOOR	5,441.70
201193	9/17/2015 LC ACTION POLICE SUPPLY	RAIL MOUNT	528.40
201194	9/17/2015 LAW & ASSOCIATES	EMPLOYMENT BACKGROUND CHECK	1,200.00
201195	9/17/2015 LIEBERT CASSIDY WHITMORE	LEGAL FEES	2,012.50
201196	9/17/2015 LUND INDUSTRIES, INC.	SIDE SEAT BOLT MOUNT	150.78
201197	9/17/2015 CITY OF MADERA	SEPTEMBER UTILITIES 123 N E ST #102	70.46
201198	9/17/2015 CITY OF MADERA	SEPTEMBER UTILITIES 123 N E ST #101	61.84
201199	9/17/2015 CITY OF MADERA	SEPTEMBER UTILITIES 123 N E ST	70.26
201200	9/17/2015 CITY OF MADERA	PAN AM UTILITIES SEPTEMBER 2015	149.96
201201	9/17/2015 MADERA COUNTY AUDITOR	ANIMAL SELTERING SVS FY 15/16 AUGUST	14,583.50
201202	9/17/2015 MADERA HONDA SUZUKI	CAMERA INSTALLATION	1,981.89
201203	9/17/2015 LEE, LINDY	PARK DEPOSIT REFUND	100.00
201204	9/17/2015 MADERA IRRIGATION DISTRICT	RWMG DUES 07/15- 06/16	1,200.00

201205	9/17/2015	MADERA POLICE OFFICERS ASSOCIATION	REIMBURSEMENT OF NNO APPRECIATION LUNCHN	482.08
201206	9/17/2015	MADERA PRIVATE SECURITY PATROL	SECURITY SVS	142.00
201207	9/17/2015	MADERA RADIO DISPATCH, INC.	TOWER RENT	200.00
201208	9/17/2015	MADERA YOUTH SOCCER LEAGUE	SOCCER OFFICIALS	1,375.00
201209	9/17/2015	MOY & ASSOCIATES	AUGUST 2015 TRANSIT MANAGER	7,165.84
201210	9/17/2015	NATIONAL PUBLIC SAFETY INFO. BUREAU	2015 NATIONAL DIRECTORY OF LAW ENF ADMIN	144.00
201211	9/17/2015	PECK'S PRINTERY	POLICE OFFICER BADGES	1,053.00
201212	9/17/2015	SANDOVAL, ANTOLIN	PARK DEPOSIT REFUND	50.00
201213	9/17/2015	BAILEY, BARBARA	FACILITY DEPOSIT REFUND	100.00
201214	9/17/2015	JOHN MONTIJO ENTERPRISES	REFUND FEE	20.00
201215	9/17/2015	KISSLER, HAL	REFUND OVERPAYMENT	28.97
201216	9/17/2015	PACIFIC VIEW CONSTRUCTION	REFUND OVERPAYMENT	8.00
201217	9/17/2015	MONTIJO, JOHN	FEE REFUND	20.00
201218	9/17/2015	RW ELECTRIC	REFUND OVERPAYMENT	59.00
201219	9/17/2015	ADVANCED INTERNAL MEDICINE	REFUND OVERPAYMENT	136.00
201220	9/17/2015	MARTINEZ, LUCY	PARK DEPOSIT REFUND	50.00
201221	9/17/2015	MENDOZA, MONICA	PARK DEPOSIT REFUND	50.00
201222	9/17/2015	CARDENAZ, DENNISE	PARK DEPOSIT REFUND	50.00
201223	9/17/2015	DUARTE, RITA	PARK DEPOSIT REFUND	50.00
201224	9/17/2015	ANZALDUA, ROSIE	PARK DEPOSIT REFUND	50.00
201225	9/17/2015	SALVATIERRA, DANIELLE	PARK DEPOSIT REFUND	50.00
201226	9/17/2015	CAMARILLO, JUAN	PARK DEPOSIT REFUND	50.00
201227	9/17/2015	SALINAS, LORRAINE	PARK DEPOSIT REFUND	50.00
201228	9/17/2015	GALINDO, BJ	PARK DEPOSIT REFUND	50.00
201229	9/17/2015	GONZALEZ, BILLY	PARK DEPOSIT REFUND	50.00
201230	9/17/2015	MAZARIEGOS, AMY	PARK DEPOSIT REFUND	87.50
201231	9/17/2015	LLANES, CHRISTINA	PARK DEPOSIT REFUND	50.00
201232	9/17/2015	CANTU, CRYSTAL	FACILITY DEPOSIT REFUND	100.00
201233	9/17/2015	IOMLAN CONSTRUCTION SERVICES INC	REFUND OVERPAYMENT	84.00
201234	9/17/2015	NUNEZ, CRYSTAL	PARK DEPOSIT REFUND	100.00
201235	9/17/2015	MACIEL, MARIA	PARK DEPOSIT REFUND	100.00
201236	9/17/2015	LOPEZ, CORNELIO	FACILITY DEPOSIT REFUND	250.00
201237	9/17/2015	GARCIA, ERIC	PARK DEPOSIT REFUND	50.00
201238	9/17/2015	VEGA, ANGIE	PARK DEPOSIT REFUND	100.00
201239	9/17/2015	ROCHA, AMANDA	PARK DEPOSIT REFUND	100.00
201240	9/17/2015	JORDAN, JOHN & KAREN	REFUND OVERPAYMENT	28.00
201241	9/17/2015	SOLAR CITY CORP	REFUND PERMIT 20150330- 2331 RIVERVIEW	295.34
201242	9/17/2015	POLYDYNE INC.	SLUDGE DEWATERING POLY	5,365.44
201243	9/17/2015	PRICE PAIGE AND COMPANY	PROFESSIONAL SVS FR PERIOD ENDING 08/31	12,950.00
201244	9/17/2015	RON'S TOWING & ROAD SERVICE	TOWING SVS	45.00
201245	9/17/2015	SJVAPCD	AIR QUALITY PERMITS	784.00
201246	9/17/2015	SCHAEFFER MFG. CO.	EQUIPMENT LUBRICANTS	2,476.05
201247	9/17/2015	SPEAKWRITE LLC	DICTATION SVS	103.70
201248	9/17/2015	SPRINT	SUBPOENA COMPLIANCE CASE #2015-142050	30.00
201249	9/17/2015	STATE WATER RESOURCES CONTROL BOARD	PERMIT FEES	6,013.57
201250	9/17/2015	TAMARACK PEST CONTROL	SEPTEMBER 2015 PEST CONTROL SVS	510.00
201251	9/17/2015	TECHNICON ENGINEERING SVCS., INC.	CNG TESTING	587.50
201252	9/17/2015	TESEI PETROLEUM INC.	FUEL CHARGES 09/01/15- 09/10/15	12,694.26
201253	9/17/2015	TOKAY SOFTWARE, INC.	BACKFLOW PROGRAM	790.00
201254	9/17/2015	TRANSUNION RISK & ALTERNATIVE DATA SOL.	DATABASE ACCESS AUGUST 2015	111.00
201255	9/17/2015	TRI-SIGNAL INTEGRATION, INC.	KITCHEN HOOD INSPECTION	85.80
201256	9/17/2015	UNITED RENTALS, INC	INF PUMP STATION BACKUP PUMPS	3,464.38
201257	9/17/2015	US BANK CORPORATE PAYMENT SYSTEMS	08/15 CAL-CARD CHARGES	146,301.39
201258	9/17/2015	VILLA GARDENING SERVICE INC	AUGUST GARDENING SERVICE ACCORNER PARK	305.00
201259	9/17/2015	WEST COAST ARBORISTS, INC.	STREET TREE MAINTENANCE	11,880.00
201260	9/17/2015	WILDLIFE CONTROL TECHNOLOGY, INC.	AUGUST 2015 RODENT CONTROL SVS	1,035.00
201261	9/17/2015	ZEE MEDICAL SERVICE CO.	SUPPLIES	66.45
201262	9/24/2015	UCP CHATEAU GROVE LLC	REIMB FR CONSTRUCTED IMPROVMTS PER AGRMT	56,458.80
201263	9/24/2015	DON PICKETT & ASSOC INC	REFUND OVERCHARGE ON ACCOUNT	84.00
201264	9/24/2015	CLARK, DENNIS	PARK DEPOSIT REFUND	150.00
201265	9/24/2015	AECOM	PROFESSIONAL ENGINEERING SVS	5,617.34
201266	9/24/2015	AKEL ENGINEERING GROUP, INC.	ENGINEERING SVS	55,811.00
201267	9/24/2015	ALL VALLEY ADMINISTRATORS	ADMIN FEES FOR SEPTEMBER 2015	118.50
201268	9/24/2015	ALL VALLEY ADMINISTRATORS	MEDICAL & CHILD CARE EXP 09/25/2015 PR	688.30
201269	9/24/2015	AMERICAN MOBILE SHREDDING	SHREDDING SVCS	280.00

201270	9/24/2015 ARAMARK UNIFORM SERVICES	08/15 UNIFORM SERVICES	2,746.94
201271	9/24/2015 AVISON CONSTRUCTION, INC	ST 14-05 PROGRESS PMT #8	574,610.54
201272	9/24/2015 BOYLE, CHRISTOPHER	PER DIEM APA 2015 ANNUAL CONFERENCE	30.50
201273	9/24/2015 BUGGY SHOWER CAR WASH	PD CAR WASHES	437.50
201274	9/24/2015 BUSHONG, JASON	MILEAGE REIMBURSEMENT 9/10/15	31.80
201275	9/24/2015 CALIFORNIA CLIMATE CONTROL, INC.	HVAC MAINTENANCE	664.25
201276	9/24/2015 MADERA TROPHY	SUMMER SOFTBALL TROPHIES	50.76
201277	9/24/2015 CBCINNOVIS, INC	ACCESS FEE	16.00
201278	9/24/2015 CANON FINANCIAL SERVICES	CONTRACT COPIERS AUGUST 2015	3,085.41
201279	9/24/2015 CSJVRMA	2ND QTR WC-BTA/LIABILITY	404,839.00
201280	9/24/2015 CHIARAMONTE, GIACHINO	PER DIEM CATO SWAT COMMANDER COURSE	408.25
201281	9/24/2015 CHICK, CHARLES	MILEAGE REIMB CALL OUT 8/3/15 & 8/4/15	40.25
201282	9/24/2015 CHIEF SUPPLY CORPORATION	BI-LIN BARR TAPE POL LINE DNC	223.01
201283	9/24/2015 COLONIAL LIFE & ACCIDENT INSURANCE CO	E700482-3 FOR 09/25/2015 PAYROLL	1,042.48
201284	9/24/2015 COMCAST	09/15 SVS 8155500320092096	126.90
201285	9/24/2015 COMCAST	CITY INTERNET CONNECTION 09/15- 10/14/15	1,520.00
201286	9/24/2015 COMCAST	PROGRAM TV CABLE	94.39
201287	9/24/2015 CONCENTRA MEDICAL CENTERS	DOT TESTING	759.50
201288	9/24/2015 CORELOGIC INFORMATION SOLUTIONS INC	AUGUST SERVICES	175.00
201289	9/24/2015 DAWSON-MAULDIN CONSTRUCTION, INC	ST 11-04 PROGRESS PMT #3	5,497.65
201290	9/24/2015 DAVID BIGLER ASSOCIATES	CONSULTING SVS/LANDSCAPE ARCHITECT	300.00
201291	9/24/2015 DIAMOND COMMUNICATIONS	ALARM BATTERY REPLACEMENT	122.51
201292	9/24/2015 ADMINISTRATIVE SOLUTIONS INC.	CITY PAID RETIREE PRESC OCT 2015 SKEELS	119.20
201293	9/24/2015 JUAREZ VICTOR	Utility Billing Deposit Refund	74.02
201294	9/24/2015 MALDONADO MIKE C/O NEWTON PROPERTY MGNT	Utility Billing Deposit Refund	62.86
201295	9/24/2015 SMITH JEFFREY D AND CATHY J	Utility Billing Deposit Refund	35.50
201296	9/24/2015 SCRUGGS HOWARD	Utility Billing Deposit Refund	40.47
201297	9/24/2015 BAUTISTA MARC AND LILLIAN	Utility Billing Deposit Refund	24.47
201298	9/24/2015 ADKINSON GARY	Utility Billing Credit Refund	265.02
201299	9/24/2015 BILTON CHAUNCEY ALLEN	Utility Billing Deposit Refund	40.16
201300	9/24/2015 KULVINDER S PENGLIN AND SAINI RINA	Utility Billing Credit Refund	171.37
201301	9/24/2015 EWING LORETTA	Utility Billing Deposit Refund	139.24
201302	9/24/2015 BRAGA MICHAEL	Utility Billing Credit Refund	554.14
201303	9/24/2015 MENDEZ RACIEL	Utility Billing Credit Refund	78.89
201304	9/24/2015 GARCIA LORENA AND PATRICIA GARCIA	Utility Billing Credit Refund	221.70
201305	9/24/2015 POYTHRESS ROBERT	Utility Billing Deposit Refund	70.25
201306	9/24/2015 MARTINEZ ANDREW OR CITY OF MADERA AND MONICA	Utility Billing Credit Refund	202.25
201307	9/24/2015 SCHAFER MARK AND ALICIA	Utility Billing Credit Refund	193.04
201308	9/24/2015 RAMIREZ OLGA LYDIA AND RAMIREZ OLGA MARI RAMIREZ OLC	Utility Billing Credit Refund	170.44
201309	9/24/2015 CORTES ARTURO OR CITY OF MADERA	Utility Billing Credit Refund	148.37
201310	9/24/2015 GARIBAY LAURA E	Utility Billing Credit Refund	107.48
201311	9/24/2015 KAUR SANDEEP	Utility Billing Credit Refund	221.75
201312	9/24/2015 RODRIGUEZ SARAI	Utility Billing Credit Refund	31.00
201313	9/24/2015 FERNANDEZ LOPEZ DANIEL OR CITY OF MADERA	Utility Billing Credit Refund	137.62
201314	9/24/2015 PEDRAZA ALMA OR CITY OF MADERA	Utility Billing Credit Refund	150.33
201315	9/24/2015 TAPIA VICTORIA OR CITY OF MADERA	Utility Billing Credit Refund	91.93
201316	9/24/2015 RALSTON CHEYANNE	Utility Billing Credit Refund	173.35
201317	9/24/2015 ROSE JR JOHN	Utility Billing Credit Refund	219.28
201318	9/24/2015 OCHOA ANGELICA	Utility Billing Credit Refund	18.76
201319	9/24/2015 CHAUDHRY KHALID BASHIR	Utility Billing Deposit Refund	59.98
201320	9/24/2015 MENDOZA RAMIRO AND ROSA	Utility Billing Deposit Refund	15.38
201321	9/24/2015 ENTENMANN-ROVIN CO	PACKAGING/MATERIAL FEE	786.97
201322	9/24/2015 FRESNO COUNTY TREASURER	WATER SAMPLES	2,140.00
201323	9/24/2015 FRESNO COUNTY ECONOMIC OPPTY. COMMISSION	ADC MEALS AUGUST 2015	432.08
201324	9/24/2015 GEIL ENTERPRISES, INC.	SEPTEMBER 2015 JANITORIAL SVS	7,753.73
201325	9/24/2015 HALL, SONIA	GRANT ADMIN SVS SEPT 1 - SEPT 15 2015	2,750.00
201326	9/24/2015 KRAZAN & ASSOCIATES INC	ST 14-05 PROGRESS PMT #7	1,110.00
201327	9/24/2015 LANGUAGE LINE SERVICES, INC.	INTERPRETATION SVS	169.75
201328	9/24/2015 LAW & ASSOCIATES	EMPLOYMENT BACKGROUND CHECK	1,200.00
201329	9/24/2015 LINCOLN AQUATICS INC.	CHLORINE FOR POOL	957.32
201330	9/24/2015 LYNN PEAVEY COMPANY	KIT CO GSR (SEM) 4DISK	61.56
201331	9/24/2015 M A C E A	SEPTEMBER 2015 MONTHLY DUES	26.50
201332	9/24/2015 CITY OF MADERA	SEPTEMBER ADC WATER/TRASH 322 W 6TH ST	193.52
201333	9/24/2015 CITY OF MADERA	SEPT NSP3 UTILITIES 1990 TANGERINE AVE	19.09
201334	9/24/2015 CITY OF MADERA	WASHER REBATE TO UTILITY ACCT 9891558	50.00

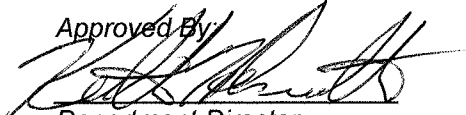
201335	9/24/2015 M.C.E.A.	SEPTEMBER 2015 MONTHLY DUES	385.00
201336	9/24/2015 MADERA COUNTY	NSP3 SEP UTILITIES 27322 PERKINS RD	75.00
201337	9/24/2015 MADERA COUNTY ADMINISTRATION	SALES TAX SHARING FOR APR-JUN 2015	134,782.76
201338	9/24/2015 MADERA DOWNTOWN ASSOC.	2015 OLD TIMERS DAY PARADE ENTRY FEE	45.00
201339	9/24/2015 M P O A	SEPTEMBER 2015 MONTHLY DUES	7,427.40
201340	9/24/2015 MADERA PRIVATE SECURITY PATROL	SECURITY SVS	375.54
201341	9/24/2015 MADERA REDEVELOPMENT AGENCY	REIMBURSE SA SHREDDING SVS	110.01
201342	9/24/2015 MADERA UNIFORM & ACCESSORIES	UNIFORM ACCESSORIES FOR PD VOLUNTEER	817.37
201343	9/24/2015 MARRIOTT HOTEL	APA 2015 ANNUAL CONFERENCE	362.86
201344	9/24/2015 MCMILLAN, SALLY	PLAN #340227-01 FOR 09/25/2015 PAYROLL	5,996.00
201345	9/24/2015 MID VALLEY DISPOSAL INC.	WASTE DISPOSAL SVS JULY 2015	291,465.51
201346	9/24/2015 N.P.C.-ORCHARD TRUST COMPANY	PLAN #340227-02 FOR 09/25/2015 PAYROLL	3,028.88
201347	9/24/2015 O'DELL ENGINEERING, INC.	KNOX PARK DESIGN SVS	6,036.00
201348	9/24/2015 OPERATING ENGINEERS, LOCAL #3	SEPTEMBER 2015 MONTHLY DUES	4,642.00
201349	9/24/2015 PACIFIC GAS & ELECTRIC	08/15 SVS 9920095153-3	38,895.57
201350	9/24/2015 P G AND E	08/15 SVS 5225647713-5	146.93
201351	9/24/2015 PECK'S PRINTERY	EVIDENCE TAGS	275.40
201352	9/24/2015 BAUTISTA, VANESSA	PARK DEPOSIT REFUND-ROTARY PAVILION	50.00
201353	9/24/2015 RODRIGUEZ, CHRISTINE	PARK DEPOSIT/FEE REFUND-CANCELLED PARTY	165.00
201354	9/24/2015 BECERRA, GUADALUPE	TURF REPLACEMENT REBATE	522.00
201355	9/24/2015 BURNS, DENISE	TURF REPLACEMENT REBATE	750.00
201356	9/24/2015 RAMIREZ, BLANCA	PARK DEPOSIT REFUND	100.00
201357	9/24/2015 BECERRA, ANGLICA	FACILITY DEPOSIT REFUND	250.00
201358	9/24/2015 RUIZ, GREG	ENCROACHMENT PRMT 4854 BOND REFUND	500.00
201359	9/24/2015 MACIEL, YVETTE	PARK DEPOSIT REFUND	100.00
201360	9/24/2015 RUIZ-MACIEL, JORGE	PARK DEPOSIT REFUND	50.00
201361	9/24/2015 GONZALES, ALYSSA	CANCELLATION REFUND	165.00
201362	9/24/2015 GUZMAN, EDUARDO	PARK DEPOSIT REFUND	50.00
201363	9/24/2015 GALLARDO, RENE	PARK DEPOSIT REFUND	50.00
201364	9/24/2015 TAQUERIA Y CARNICERIA AZTECA	CREDIT REFUND	36.00
201365	9/24/2015 POYTHRESS, ROBERT L	PER DIEM LOCC 2015 ANNUAL CONFERENCE	258.00
201366	9/24/2015 PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	463.76
201367	9/24/2015 PREFERRED ALLIANCE, INC	NON-RANDOM TESTS	84.00
201368	9/24/2015 Principal Life Insurance Company	OCTOBER 2015 DENTAL BILL	16,170.55
201369	9/24/2015 QUINN COMPANY	GRADER REPAIRS	3,600.00
201370	9/24/2015 REGENCE BLUECROSS BLUESHIELD OF UTAH	CITY PD RETIREE MED BILL 10/15 CHUMLEY	152.00
201371	9/24/2015 ROBINSON, DEREK	PER DIEM LOCC 2015 ANNUAL CONFERENCE	258.00
201372	9/24/2015 S & L TOWING & GARAGE	TOWING SVS	500.00
201373	9/24/2015 Superior Vision Inc	OCTOBER 2015 VISION PLAN	2,287.83
201374	9/24/2015 TESEI PETROLEUM, INC.	FUEL	833.34
201375	9/24/2015 TESEI PETROLEUM INC.	PROPANE	23.99
201376	9/24/2015 THRIVE FITNESS	SEPTEMBER 2015 MONTHLY DUES	81.00
201377	9/24/2015 THYSSENKRUPP ELEVATOR CORPORATION	YOUTH CENTER ELEVATOR SERVICE	234.36
201378	9/24/2015 TOTER INC.	RECYCLING CONTAINERS	10,622.37
201379	9/24/2015 TUBE CREATIONS, LLC	BADGES	5,595.00
201380	9/24/2015 UNION BANK OF CALIFORNIA	THIRD QUARTER 2015 DRAW FEE	250.00
201381	9/24/2015 VANTAGEPOINT TRANSFER AGENTS-457	PLAN #302351 CONTRIBS FOR 09/25/15 PR	20,470.94
201382	9/24/2015 VERIZON WIRELESS	PW AIR CARDS AUG 11- SEP 10	228.06
		Bank # 1 - Union Bank General Account Total	3,009,279.29



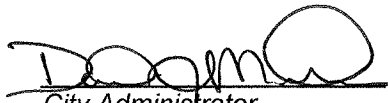
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REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of October 7, 2015
Agenda Item Number B-3


City Administrator

SUBJECT: MINUTE ORDER – CONSENTING TO A SUBSTITUTION OF LISTED SUBCONTRACTOR(S) BY FRANK LODUCA, GENERAL ENGINEERING CONTRACTOR FOR THE CITY OF MADERA LAUREL STREET BIKE PATH SUNSET AVENUE TO FRESNO RIVER TRAIL FEDERAL PROJECT NO. CML 5157 (097) SJVAPCD PROJECT NO. C-28159-A CITY PROJECT NO. PK-12

RECOMMENDATION:

That the City Council approve a Minute Order consenting to a substitution of listed subcontractors DeAnda Paving Company and Wabo Landscape & Construction, Inc.

SUMMARY:

Frank Loduca, General Engineering Contractor the prime contractor for the above project has requested it be allowed to substitute two subcontractors De Anda Paving and Wabo Landscape & Construction, Inc. that are listed in the bid documents submitted for the project.

Public Contract Code, Section 4107 (a), authorizes an awarding authority to consent to a substitution of subcontractors when a listed subcontractor fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid, provided that prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

The City Engineer has notified DeAnda Paving and Wabo Landscape & Construction, Inc. in writing, of the request for substitution of subcontractors and has allowed the prerequisite five working days for response. No written response was received from DeAnda Paving and Wabo Landscape & Construction, Inc within the statutory 5-day period.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The work consists of constructing a Class I, ten (10) foot wide asphalt concrete bikeway from Sunset Avenue to Riverview Drive including the installation of an irrigation system and planting of trees. Pedestrian access will also be provided from Riverview Drive to the Fresno River Trail with an ADA compliant concrete ramp.

Upon consent of the Council, the General Contractor will be entering into a contract with Avison Construction, Inc. of Madera, California to replace DeAnda Paving and to provide the asphalt concrete paving for the bike path. DeAnda was also listed as a Disadvantaged Business Enterprise (DBE), Avison Construction is also a DBE contractor and meets the required qualifications for the project. Loduca Construction will themselves perform the work that WABO had bid on consisting of the irrigation system and landscaping for the project.

It is staff's recommendation the request for substitution of the two subcontractors be approved.

FINANCIAL IMPACT:

Funding for construction of the project will not have an impact on the City's General Fund.

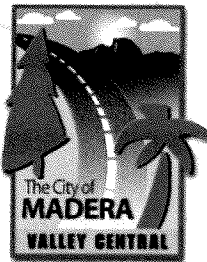
CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

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

Strategy 404 – Community Wellness: Promote increased community wellness.

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



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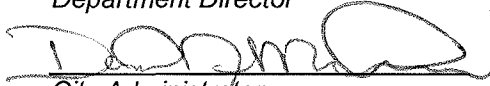
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of October 7, 2015

Agenda Item Number B-4


City Administrator

SUBJECT: APPROVAL - RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH AECOM USA, INC. FOR DESIGN SERVICES FOR SEWER AND STORM DRAIN PROJECTS

RECOMMENDATION:

That the City Council approves Resolution No. 15 - _____ Approving Amendment No. 3 to the Agreement with AECOM USA, Inc. (AECOM), for Design Services for Sewer and Storm Drain Projects.

SUMMARY:

AECOM has submitted an amendment to their contract for additional engineering services recommended by Staff for completion of the Sewer Bid Package 2 Project. Funds are available for the additional costs in the established budgets.

DISCUSSION:

The City of Madera entered into an agreement with AECOM in January 2009 to perform engineering services for several identified sewer and storm drainage Capital Improvement Program (CIP) projects. The scope of services allowed for combining the projects into separate bid packages based on need, budget and project deliverability. Construction of Bid Package 1 that included both sewer and storm drainage improvements was completed in 2011. The remaining projects are identified as Bid Package 2 and are currently under construction.

Engineering

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

www.madera-ca.gov

AECOM has submitted a proposed amendment to their contract for additional engineering services required to complete Bid Package 2 outside of their original scope as follows:

- A) Provide additional project management activities.
- B) Met with Caltrans to discuss changes/modifications for work within the State right of way. Besides attending the meeting, this task includes reevaluating the requested trenchless pipe installation, providing justifications related to using the open-cut installation, assisting the City in preparing the exemption letter related to the trenchless installation, reviewing the structural pavement replacement, determining the pavement resurfacing limits, addressing the ADA compliance requirements, and preparing meeting notes.
- C) Revise Plans. Caltrans accepted an open-cut pipe installation; however, they required the project to increase pavement restoration efforts around the trench. AECOM updated the plans to show the pavement resurfacing structural thicknesses and their limits and construction notes. Resubmitted new original signed plans to the City.
- D) Revised specifications.
- E) Revised estimates.

The amendment proposal and fee for services is acceptable and reasonable considering the engineer proceeded at risk in order to facilitate approvals by Caltrans and getting the project out to bid. The additional fee requested is within funds currently programmed for these projects.

FISCAL IMPACT:

The cost for the requested additional engineering services is \$7,653 and will be funded in the Sewer System Utility Funds 2015/2016 Budget from account 3472-5072.

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

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Strategy 101.6 – Ensure infrastructure can sustain population growth.

Strategy 126 – Expand or develop programs to create clean, safe and aesthetically pleasing streets.

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 3 TO THE AGREEMENT WITH AECOM USA, INC. FOR DESIGN SERVICES FOR SEWER AND STORM DRAIN PROJECTS

WHEREAS, the City of Madera entered into an agreement with AECOM USA, Inc. (AECOM) on January 16, 2009 for professional engineering services related to the preparation of contract documents for construction of sewer and storm drainage improvements; and

WHEREAS, AECOM has submitted Amendment No. 3 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. 3 to the Agreement for Design Services for Sewer and Storm Drain Projects, 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 \$7,653.00.
3. The Mayor is authorized to execute the Amendment as approved.
4. This resolution is effective immediately upon adoption.

* * * * *

Amendment No. 3 to Exhibit A - Scope of Services

City of Madera Design Services for Sewer and Storm Drain Projects

AECOM has provided engineering design services for the Sewer and Storm Drain Improvements Project (project) under our original Agreement with the City of Madera dated January 16, 2009 and subsequent Amendment No. 1 dated April 6, 2011, and Amendment No. 2 dated July 11, 2014.

The project consists of Bid Package (BP) No. 1 and BP No. 2. The construction of sanitary sewer and storm drain improvements in BP No. 1 has been completed.

AECOM has prepared this Amendment No. 3 to provide additional engineering and design services that were not included in the original Agreement or Amendment Nos. 1 and 2.

The existing scope of work to be modified under this Amendment shall be set forth herein.

Background

Part of the BP No. 2 project, including S-3 (Ninth Street-Gateway) and S-4 (Almond Avenue/SR145), will require construction within the Caltrans right-of-ways. For this work, the City has obtained a draft encroachment permit from Caltrans (Permit Application No. 0614-NMC-0915). The design requirements stated in the draft permit were addressed in the final plans, specifications, and estimate (PS&E). The final PS&E were submitted by AECOM to the City on December 10, 2014.

After submittal of the final PS&E, the City was requested by Caltrans to employ the trenchless pipe installation (bore and jack) for the pipe sections within the Caltrans right-of-ways. Caltrans has requested the City to revise the final PS&E and resubmit before they finalize the encroachment permit. In addition to the installation method change, Caltrans also requested the City to look at other ADA compliance requirements including upgrading the existing curb ramps along Gateway Drive and adding a new ADA ramp at the southeast corner of Almond/SR 145 intersection. Due to the time constraints and the number of the requested changes, a meeting with the City and Caltrans was held on March 20, 2015.

AECOM is tasked with additional work to address the new requirements by Caltrans and to revise the PS&E as necessary.

Scope of Services

The following engineering services beyond those contained in the original agreement and Amendment Nos. 1 and 2 are listed below.

1. Provide additional project management activities.
2. Meeting with Caltrans to discuss changes/modifications. Besides attending the meeting, this task includes reevaluating the requested trenchless pipe installation, providing justifications related to using the open-cut installation, assisting the City in preparing the exemption letter related to the

trenchless installation, reviewing the structural pavement replacement, determining the pavement resurfacing limits, addressing the ADA compliance requirements, and preparing meeting notes

3. Revise plans. Caltrans accepts an open-cut pipe installation method. AECOM will update the plans to show the pavement resurfacing structural thicknesses and their limits, and construction notes. Resubmit new original signed plans to the City.
4. Revise specifications.
5. Revise estimates.

Schedule

Final plans, specifications, and an estimate of probable construction cost shall be submitted to the City for final approvals and signature within 30 calendar days following execution of this Amendment and the Notice to Proceed from the City.

Compensation

Compensation for AECOM's services as described herein shall not exceed \$7,653 in accordance with the Hourly Rate Schedule (Exhibit B) per the Agreement. The total revised fee for this project shall not exceed \$213,736 without the prior written approval of the City.

IN WITNESS WHEREOF, the parties hereto have accepted, made, and executed this Scope of Services upon the terms, conditions, and provisions above stated the day and year first above written.

AECOM TECHNICAL SERVICES, INC.

CITY OF MADERA



Title: Operations Manager

Title: _____

Date: 9/21/15

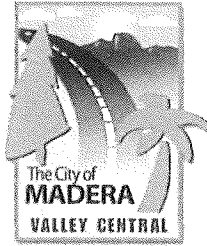
Date: _____

Project Budget

Design Services for Sewer and Storm Drain Services
Amendment No. 3 BP 2

City of Madera

Task Description	Personnel Hours							Budget				
	Principal Engineer	Senior Engineer II	Associate Engineer	Assist Engineer II	Design CADD Operator	Technical Typist	Total Hours	Labor	Gen Project Expenses	Subconsultants (with 15% markup)	Total Non-Labor	Total
PM and Design Revisions												
1. Project management		4				2	6	\$ 880	\$ 90		\$ 90	\$ 970
2. Meeting - Caltrans		12				1	13	\$ 2,240	\$ 209		\$ 209	\$ 2,449
3. Revise Plans		8			8	1	17	\$ 2,320	\$ 186		\$ 186	\$ 2,506
4. Revise specifications		5		1		2	8	\$ 1,160	\$ 93		\$ 93	\$ 1,253
5. Revise estimate		1		1		2	4	\$ 440	\$ 35		\$ 35	\$ 475
Subtotal		30	-	2	8	8	48	\$ 7,040	\$ 613	\$ -	\$ 613	\$ 7,653
Total	-	30	-	2	8	8	48	7,040	613	\$ -	\$ 613	\$ 7,653



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REPORT TO CITY COUNCIL

COUNCIL MEETING OF October 7, 2015
AGENDA ITEM NUMBER B-5

PREPARED BY: Mary Anne Seay, Director
Parks and Community Services

APPROVED BY: David Merchen, Director
Community Development

SUBJECT:

CONSIDERATION OF A RESOLUTION APPROVING AMENDMENTS TO THE FISCAL YEAR 2015-2016 CAPITAL PROJECTS BUDGET APPROPRIATING FUNDS TO SPECIFIED ACCOUNTS FOR INCLUSION OF CONDUIT FOR FUTURE LIGHTING IN THE LAUREL BIKE PATH PROJECT

RECOMMENDATION:

Staff recommends Council adopt a Resolution approving amendments to the City of Madera Fiscal Year 2015/16 Capital Project Budget appropriating funds to specified accounts for the Laurel Bike Path Project.

SUMMARY:

At the September 2, 2015 Council Meeting, staff requested direction regarding lighting for the Laurel Bike Path Project (referred to internally as the Laurel Trail Project) which is currently under construction. This project will result in a trail that runs along the east side of Laurel Street from Sunset Avenue heading north and terminating into the Vern McCullough River Trail. The amenity has been planned for more than a decade with the goal of improving walkability for the community by connecting a major arterial with the very popular River Trail. At the aforementioned meeting, Council directed staff to seek grant funding for the addition of trail lighting.

DISCUSSION:

Although the City's existing trail system is currently unlighted, the uniqueness of the specific area gave cause for additional consideration to the question of lighting. The northerly section of the Laurel Trail addition runs through a corridor that does not benefit from adjacent lighting of any kind. During the aforementioned Council meeting, an adjacent property owner raised a concern over the lack of lighting on this northerly portion of the project; his property is adjacent to the corridor. As a result of the concerns raised, Council directed staff to seek grant funding to add lighting fixtures to the northerly section of the project and to consider adding conduit during the construction phase.

This item will amend the current Fiscal Year's Capital Improvement Program (CIP) Budget and appropriate resources needed to install conduit for future lighting. Consistent with Council direction, staff is proposing to amend the current Fiscal Year's CIP Budget by shifting \$22,000 from another project in the CIP (PK-56). If approved, \$22,000 in Measure T (Environmental Enhancement) resources earmarked for design of the Bike/Pedestrian Path from the Fresno River Trail to Cleveland Avenue (PK-56) will be appropriated to the Laurel Trail Project (PK-12) to fund the addition of conduit for future lighting. Economies will be achieved by adding the conduit during this construction phase rather than waiting until such time as grant dollars are secured for the addition of trail lighting.

FINANCIAL IMPACT:

The proposed action will not impact the General Fund. The consequence of shifting resources from the Bike/Pedestrian Path from the Fresno River Trail to Cleveland Avenue project is unknown at this time. Staff continues to seek funding for trail additions and enhancements and remain hopeful that the timeline for the River Trail to Cleveland Project will not be severely impacted as a result of this action.

While this action is specific to funding the addition of conduit for future lighting, it is important to note that staff is still searching for funding for the actual lighting. If grant funding cannot be secured to acquire lighting, additional projects and/or funding sources including the General Fund and/or Parks Development Impact Fee (DIF) will be impacted.

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.

RESOLUTION NO. 15-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AMENDMENTS TO THE FISCAL YEAR 2015-2016 CAPITAL PROJECTS
BUDGET APPROPRIATING FUNDS TO SPECIFIED ACCOUNTS FOR INCLUSION OF
FUTURE LIGHTING IN THE LAUREL BIKE PATH PROJECT**

WHEREAS, the City has undertaken the construction phase of the Laurel Bike Path Project (the Project) for construction in FY 2015/16; and

WHEREAS, the City has available funds for the scope of construction contract for the Project awarded on July 1, 2015; and

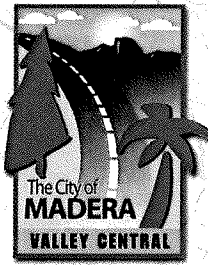
WHEREAS, the City desires to add conduit for future lighting to the bike path that will require additional funding; and

WHEREAS, the appropriation and expenditure amendments for the Capital Improvement Program Funds in the Fiscal Year 2015/16 Budget, listed in Exhibit AA attached hereto, are necessary to add the necessary funds required to install conduit for the Project.

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

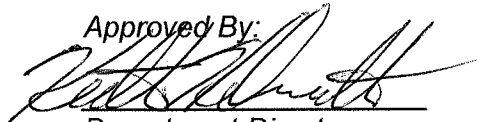
1. The above recitals are true and correct.
2. The additional funding of the Laurel Bike Path Project in the FY 2015/16 Budget is approved.
3. The expenditure amendments for the Project, listed in Exhibit AA attached hereto, are approved.
4. The City Clerk is authorized and directed to forward a certified 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.
5. This resolution is effective immediately upon adoption.

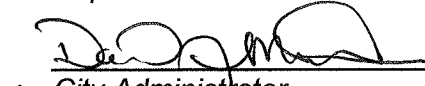
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[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By: 
Department Director


For City Administrator

Council Meeting of October 7, 2015
Agenda Item Number B-6

SUBJECT: MINUTE ORDER - ACCEPTING THE SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08 AND AUTHORIZING RECORDING OF THE NOTICE OF COMPLETION

RECOMMENDATION:

1. That the City Council approve Minute Order:
 - a. Accepting the Surface Seals at Various Streets City Project No. ST 14-08
 - b. Authorize the recording of the Notice of Completion.
 - c. The release of retention after 35 days from recording of the Notice of Completion.

SUMMARY:

On June 3, 2015, the City Council awarded a contract to Telfer Highway Technologies in the amount of \$384,267.65. The Contractor has completed the project in accordance with the plans and specifications. A final project inspection was also held and Public Works Department and the Engineering Division have accepted the project. The project can now be accepted by the City Council and a "Notice of Completion" recorded.

The work consisted of crack sealing and preparing streets for surface applications consisting of placing chip rock aggregate and providing a cape seal with micro-surfacing, installation of a surface leveling course at various streets and application of a Type II Micro-surfacing slurry seal. A multiple-layer application of Type III Micro-surfacing was also applied on Granada Drive south of Pecan Avenue to the City limits.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The final progress payment less the retention amount of five percent (\$18,474.15) has been processed. The original contract amount was \$384,267.65. One contract change order was processed. The total amount of additional work was in the amount of \$3,884.55. The total deductive credit is in the amount of (\$18,669.27). The revised cost of the project is \$369,482.87, 3.8% below the project bid.

The contractor completed the project within the contract time and within the available budget

Contract Change Order No. 1:**Additive Items:**

1-1 Bid Item No. 4: Add 1,363 SY of Scratch Course w/Type 2 Micro @ \$2.85 per SY \$ 3,884.55

Total Additive Amount - - - \$ 3,884.55

Credit/deductive:

1-2 Deduct 4,729.70 SY of Bid Item #5: 5/16 inch Chip Seal/Sites No. 1,4,7,11 &12 @ \$1.95/SY **\$ (9,222.92)**

1-3 Deduct 1,963 SY of Bid Item #6: Micro Surfacing Type II Sites 1, 2, 3, 4, 5, 6, 7, 8, 9, 11 &12 @ \$1.95/Ea. **\$ (3,827.85)**

1-4 Deduct 1,322 SY of Bid Item #7: Micro Surfacing Type III-2 Layers (Site #10) @ \$4.25/ SYF **\$ (5,618.50)**

Total Credit Amount - - - \$(18,669.27)

It is recommended that the Council accept the completed project.

FINANCIAL IMPACT:

Funds for this project have been budgeted for FY 2015/16 with Measure T – RTP/3R funds and are available in the Account No. 9156-5065. The project will not have a financial impact on the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Action 126.0 – This surface seal project will provide safe, clean and attractive streets consistent with the Madera Vision 2025 Plan.

RECORDING REQUESTED BY:
CITY OF MADERA

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE
FEE WAIVED PER SECTION 27383 OF THE GOVERNMENT CODE - NO DOCUMENT TAX DUE \$ -0-

NOTICE OF COMPLETION
Corporation

NOTICE IS HEREBY GIVEN THAT:

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

NAMES

ADDRESSES

N/A

6. A work of improvement on the property hereinafter described was completed on OCTOBER 7, 2015
7. The name of the original contractor, if any, for such work of improvement was TELFER HIGHWAY TECHNOLOGIES
(If no contractor for work of improvements as a whole, insert "none".)
8. The full name(s) and address (es) of the transferor(s) of the undersigned is (are):

NAMES

ADDRESSES

N/A

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

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

SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08

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

(Signature of Owner named In Paragraph 2)

Dated: _____

Keith Brent Helmuth, P.E.
City Engineer

10. Continued

SURFACE SEALS AT VARIOUS STREETS CITY PROJECT NO. ST 14-08

STATE OF CALIFORNIA
County of Madera

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

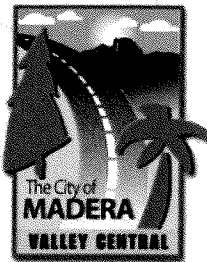
Signature of Officer: _____

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

State of California
County of Madera

Keith Brent Helmuth, P.E

Subscribed and sworn to (or affirmed) before me on this ____ day of October, 2015, by
Keith Brent Helmuth, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved By:



Department Director

Council Meeting of October 7, 2015

Agenda Item Number B-7



for City Administrator

**SUBJECT: APPROVAL RESOLUTION NO. 15-_____ APPROVING
AMENDMENT NO. 1 TO AGREEMENT WITH AECOM TECHNICAL
SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR
THE INSTALLATION OF A NEW COMPRESSED NATURAL GAS (CNG)
COMPRESSOR PROJECT, FEDERAL PROJECT NO. CML 5157 (085)**

RECOMMENDATION:

1. That the City Council approve Resolution No. 15-_____ approving Amendment No. 1 to Agreement with AECOM Technical Services, Inc.
2. Authorize the Mayor to execute the Amendment No. 1 to Agreement

SUMMARY:

AECOM Technical Services, Inc. (the Engineer) was requested to perform additional services outside the scope of work of the existing Agreement. Most of the additional work is related to re-design to address operation of the existing CNG compressor system and the prologic dispensing system that resulted to changes added to the project. The total cost of the additional work is \$2,000.00. An Amendment to the Agreement is necessary to authorize additional compensation and time extension.

Engineering

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

www.madera-ca.gov

DISCUSSION:

The new CNG compressor is necessary for redundancy and to accommodate expansion of the existing CNG fleets of the Madera Unified School District and for the possible expanded use by the City. The new compressor is funded through CMAQ funds, programmed in the Federal Transportation Improvement Program for the purchase and installation.

Design for the new CNG compressor was initially funded with 88% CMAQ (Congestion Mitigation Air Quality Act) and 12% LTF (Local Transportation Fund).

On September 18, 2013, the City Council adopted a resolution approving a professional services agreement with the Engineer for basic fees in the amount of \$25,000. The Amendment No. 1 for the extra services is in the amount of \$1,500 with an additional amount of \$500 for contingencies.

Exhibit A-1, attached to the Amendment to Agreement herein is a list of items performed by the Consultant outside the original scope of work of the Agreement. The additional work also included assistance reviewing and approving additional submittals by the Contractor.

The total cost of the additional services is \$2,000.00. With this increase in fees, the total fees for professional engineering services are estimated to be 7.4% of the construction cost, which is well below the 15% allowed by Caltrans who administers the federal program.

Payment for the additional services will be on a time and materials basis using the rates set forth in the Agreement.

FISCAL IMPACT:

The City's Fiscal Year 2015/16 Budget included \$214,747 of CMAQ funds and \$139,048 of LTF for the new CNG Compressor project. This amendment would be funded using LTF.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

RESOLUTION NO. 15 - _____

**A RESOLUTION APPROVING AMENDMENT NO. 1 TO AGREEMENT WITH
AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE INSTALLATION OF A NEW
COMPRESSED NATURAL GAS (CNG) COMPRESSOR PROJECT**

WHEREAS, the City of Madera plans to install a new Compressed Natural Gas Compressor at the Madera Unified School District, (the "Project"); and

WHEREAS, the City and AECOM Technical Services, Inc. ("ENGINEER") entered into an agreement (the "Agreement") dated September 18, 2013 for professional engineering services for design of the Project; and

WHEREAS, the Project requires additional professional services from AECOM to complete the Project; and

WHEREAS, an Amendment to the Agreement is necessary to provide for this increase in engineering services and to extend the expiration date past the end of construction; and

WHEREAS, ENGINEER's fee for the increase in engineering services is \$2,000; and

WHEREAS, the basic fee under the Agreement is \$25,000; and

WHEREAS, extra services are provided for under the Amendment No. 1 to Agreement, for the compensation of \$2,000; and

WHEREAS, the Agreement includes ENGINEER's services during the Construction Phase, final acceptance and closeout of the project.

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. 1 to Agreement for professional engineering services as described above is necessary to complete the project.
3. Amendment No. 1 to Agreement for such services, a copy of which is on file in the office of the City Clerk and referred to for particulars, is approved for an additional amount of \$2,000.00.
4. The Mayor of the City of Madera is authorized to execute Amendment No. 1 to Agreement.
5. This resolution is effective immediately upon adoption.

* * * * *

AMENDMENT NO. 1 TO AGREEMENT WITH AECOM TECHNICAL SERVICES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE INSTALLATION OF A NEW COMPRESSED NATURAL GAS (CNG) COMPRESSOR PROJECT, FEDERAL PROJECT NO. CML 5157 (085)

This Amendment No. 1 to the Agreement for Professional Engineering Services (hereinafter "Agreement") to the City of Madera for the Compressed Natural Gas (CNG) Compressor Project, between the City of Madera (hereinafter "CITY") and AECOM Technical Services, Inc. (hereinafter "ENGINEER") is entered into this 7th day of October, 2015.

W I T N E S S E T H

WHEREAS, CITY plans to install a new Compressed Natural Gas CNG Compressor, hereinafter called "Project"; and

WHEREAS, CITY and ENGINEER entered into an Agreement dated September 18, 2013 for professional engineering services for design of the Project; and

WHEREAS, the Project requires additional professional services from AECOM to complete the Project; and

WHEREAS, an Amendment to the Agreement is necessary to provide for this increase in engineering services and to extend the expiration date past the end of construction; and

WHEREAS, ENGINEER's fee for the increase in engineering services is \$2,000; and

WHEREAS, the basic fee under the Agreement is \$25,000; and

WHEREAS, extra services are provided for under the Agreement, for the compensation of \$2,000; and

WHEREAS, the Agreement includes ENGINEER's services during the Construction Phase and closeout of the project.

NOW THEREFORE:

The parties hereto mutually agree as follows:

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 design of the installation of the new Compressed Natural Gas

(CNG) Compressor Project, dated September 18, 2013 between CITY and ENGINEER shall be amended as follows:

Item No. 1: Section 2 of the Agreement shall be amended to read as follows:

2. **SCOPE OF WORK:**

ENGINEER shall provide additional services set forth in EXHIBIT A-1, attached hereto and incorporated herein by reference. EXHIBIT A-1 to this Amendment to Agreement shall be incorporated into and made a part of the Agreement as EXHIBIT A-1. ENGINEER accepts full responsibility for the scope of services provided by subcontractors necessary for the delivery of the project. ENGINEER shall comply with all City of Madera design standards and requirements.

Item No. 2: Section 5 of the Agreement shall be amended to read as follows:

5. **COMPENSATION:**

CITY and ENGINEER mutually agree that CITY has paid ENGINEER in full for all work, described in EXHIBIT A to the Agreement dated September 18, 2013. The fee for all work itemized in EXHIBIT A, together with the additional scope of services described in EXHIBIT A-1 attached to this Amendment No. 1 to Agreement is One Thousand, Five Hundred Dollars and Zero Cents (\$1,500) and a contingency amount of \$500. The total amount of compensation to the ENGINEER for basic fee services under the Agreement, including Amendment No. 1, shall not exceed \$ 27,000. CITY and ENGINEER agree that the hourly rates in the FEE SCHEDULE shown on Exhibit "B" attached to the original agreement incorporated here by reference shall remain in full force and effect through June 30, 2016. It is understood and agreed by both parties that all expenses incidental to ENGINEER'S performance of services are included in the maximum basic fee.

Agreement Paragraph 7 regarding payment for extra services that may be specifically requested by CITY through the City Engineer is not affected by this Amendment to Agreement and shall remain in full force and effect.

Item No. 3: Section 12 D of the Agreement shall be amended to read as follows:

D. ENGINEER shall complete all services required under the Agreement, as amended per Amendment No. 1, and the Agreement shall expire on June 30, 2016 unless extended by mutual agreement.

Item No. 4:

All other terms and conditions of the original Agreement for Professional Engineering Services to the City of Madera for the CNG Fueling System Project, executed by CITY and ENGINEER shall be in full force and effect as written and agreed to.

In witness hereof, CITY and ENGINEER have executed this Amendment to the Agreement.

CITY OF MADERA

AECOM Technical Services, Inc.

By: _____
Robert L. Poythress, Mayor

By: _____
Ben P. Horn, PE – Managing Engineer

95-2661922
Taxpayer I.D. Number

APPROVED AS TO FORM:

By: _____
Brent Richardson, City Attorney

ATTEST:

By: _____
Sonia Alvarez, City Clerk

EXHIBIT A-1

PROJECT WORK PLAN TASKS & DELIVERABLES

Task 1 – Kickoff Meeting/Site Evaluation/Design

1.1 Kickoff meeting and site visit: Prior to the kickoff meeting we will request to the City for the gas pressure regulator setting at PG&E's meter set assembly. At the kickoff meeting we will discuss the station in general and cover operational concerns that need to be addressed in the design. We will also cover compressor selection and station control. Directly following the meeting we will visit the site and confirm the record drawings with as-found information.

1.2 Prepare Plans: Plans will include the following:

Civil and Mechanical Drawings

• Title Sheet	1 sheet
• Compressor Site Plan and fencing details	1 sheet
• Compressor Plan and Foundation section with misc. Details	1 sheet
• Signage and Marking Plan	1 sheet

Electrical Drawings

• Legend and abbreviations	1 sheet
• Electrical site and grounding plan	1 sheet
• Single line diagram	1 sheet
• Conduit/Conductor Schedule	<u>1 sheet</u>

Total Plan Sheet Count	<u>8 sheets</u>

1.3 Cost Estimating In a manner similar to the initial CNG station design for the City of Madera, we will provide an initial construction cost opinion at the kickoff meeting and with each deliverable of project plans and specifications.

1.4 Deliverables

1.4.1 Schematic Design Phase (By October 15, 2013): Preparation of a technical memorandum following the kickoff meeting that documents decisions and direction of the design (Fence and gate locations, compressor type, control scheme, etc. Layout of equipment should be the same as shown on the original project record drawings.) The memorandum will include the site plan and preliminary cost opinion as attachments. The schematic design will be delivered in 4 sets of hard copies.

1.4.2 Design Development (Design) Phase (Not included): Per our proposal, this phase is eliminated.

1.4.3. Construction Document (PS&E) Phase: We will deliver 95% plans to you following Schematic Design. You will receive drawings that clearly show where the new facilities are to be constructed or installed and how they relate to the existing facilities. We will provide a complete 100% set of plans, technical specifications and Engineer's cost opinion in four paper copies. This will be done no later than **December 6, 2013**. Following final review, we will provide 100% final plans, specifications and Engineer's cost opinion in two sets by **January 6, 2014**. Following City

approval of final plans and specifications, you will receive a set of Mylar plans, a clean printed set of specifications and electronic files of the plans and specifications.

Task 2- Bidding Assistance

2.1 Bid Assistance: Respond to Requests for Information and assistance in preparation of addenda (as needed). At your request, we will attend the pre-bid conference in person or over the phone.

Task 3 – Construction (9 Months assumed)

3.1 Offsite Engineering: Review of shop drawings, construction schedules, submittals, requests for information and change orders.

3.2 Construction Assistance: Field visit during startup and testing (one day assumed). During the visit, verify that design intent was adhered to including tubing sizes and connections; leveling and grouting of compressor; control sequencing and other design issues. Following the site visit, we will prepare a report that summarizes our findings. The site visit will also serve as confirmation of record drawing information.

3.3 Record Drawings: Preparation of record drawings from markups prepared by the contractor at the site and the confirming site visit described above.

Task 4 – Amended Construction Services

4.1 Offsite Engineering: Continued review of shop drawings, construction schedules, submittals, requests for information and change orders through end of project.

4.2 Construction Assistance: Final field visit during startup and testing (one day assumed), verifying the operation of the prologic and dispensing systems and final acceptance of the CNG system. During the visit, verify that design intent was adhered to including tubing sizes and connections; leveling and grouting of compressor; control sequencing and other design issues. Following the site visit, we will prepare a report that summarizes our findings. The site visit will also serve as confirmation of record drawing information.

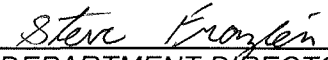
4.3 Record Drawings: Preparation of record drawings from markups prepared by the contractor at the site and the confirming site visit described above.

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF October 7, 2015

AGENDA ITEM NUMBER B-8

APPROVED BY


DEPARTMENT DIRECTOR


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

RECOMMENDATION

Staff recommends that Council adopt the attached resolution entering into an agreement with the City of Kerman for use of their firearms range.

SUMMARY

The Madera Police Department has struggled to consistently find a location for firearms training that is both convenient in terms of travel time and having an appropriate environment for training. Normally use of the Fresno Peace Officer Range at Herndon and Hwy 99 has provided both of those opportunities to the Department; close in proximity and appropriate facilities. We have used this facility for a number of years with no cost to the City. This range is managed by Fresno County Sheriff's Office and recently they have decided to begin charging departments for use of their range, estimated at \$5,000 to \$10,000 annually. The price is not so much the issue, based upon the necessity of training, but their requirements are troublesome and would require the City to pay for a deputy at time and one half to standby while we conduct training on weekends or nights, which we do frequently. Additionally the Fresno Peace Officer Range has been reduced in size for the foreseeable future until they resolve their gas line problem. Other range options include Sun Mountain and the Fresno Police Regional training Center. Both of these facilities offer appropriate amenities but travel time to Sun Mountain is prohibitive at 44 minutes one way travel time with a modest fee as well. The Fresno Regional Training Center is the most costly and again poses travel time considerations at 35 minutes one way travel. We have also used the prison range but have most recently been told that their range will no longer be available to outside use. We are now left with little to no options and have asked Kerman if we could use their range facility. Kerman

is less than ideal at 25 minutes travel time and minimal facilities but it is priced right, free, and we can accomplish what we need to accomplish. Their approval for use of their range is contingent on our signing the attached agreement.

A range facility was also presented to Council as a significant need in our presentation of potential sales tax opportunities.

FISCAL IMPACT

No fiscal impact

VISION PLAN

Strategy 111	Local Agencies share vision: Promote greater alignment of local government agencies under a shared community vision.
Strategy 115	Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.
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.

RESOLUTION NO.

A RESOLUTION APPROVING AN AGREEMENT BETWEEN THE CITY OF KERMAN AND THE CITY OF MADERA FOR FIREARMS TRAINING RANGE USE AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the Madera Police Department is requesting the use of the City of Kerman Range; and,

WHEREAS, the City of Kerman has agreed to such use contingent on the City of Madera signing the subject agreement.

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

1. The above recitals are true and correct.
2. The Agreement for use of City of Kerman property with the City of Kerman, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
3. The Mayor is hereby authorized to sign the Agreement on behalf of the City.
4. This resolution shall be effective immediately upon adoption.

AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY

Use of Range Facility by City of Madera Police Department

This agreement for use of City of Kerman Property ("Agreement") is made and entered into by and between the City of Kerman, a municipal corporation ("City") and the City of Madera Police Department (hereinafter "Permittee"). City and Permittee may be collectively referred to herein as "parties."

RECITALS

- A. The City is the owner of the real property located in the City of Kerman, described as the Range Facility, located at 850 S. Madera Avenue, Kerman, California 93630. The Range Facility is hereby also referred to as "Premises."
- B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. **PERMISSION TO ENTER.** The City hereby grants permission to Permittee (including its officers, employees, and agents) to enter the Premises in accordance with the terms of this Agreement, for the purpose of training on date and times to be mutually agreed upon by the parties. Permittee is solely responsible for supplying all appropriate equipment and materials convenient or necessary to utilize the Range Facility for training. Permittee is solely responsible for conducting the training and ensuring the safety of the participants in conjunction with the use of the Premise by Permittee, including providing all necessary personnel.
- 2. **TERM.** The term of this Agreement shall be for one year commencing upon full execution of this Agreement by the parties.
- 3. **PAYMENT.** No payment is required.
- 4. **RELATIONSHIP BETWEEN THE PARTIES.** Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.
- 5. **COMPLIANCE WITH LAWS.** Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.
- 6. **INSURANCE.** Permittee shall, throughout the duration of this Agreement, maintain insurance to cover Permittee (including its agents, representatives, contractors, and employees) in connection with the performance under this Agreement. This Agreement identifies the minimum insurance levels with which Permittee shall comply; however the minimum insurance levels shall not relieve Permittee of any other performance responsibilities under this Agreement (including all indemnity requirements), and Permittee

may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Permittee, and prior to the commencement of any services, the Permittee shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Permittee shall provide substitute written proof of insurance no later than thirty (30) days prior to the expiration date of any insurance policy required by this Agreement.

a. **Minimum Insurance Levels.** Permittee shall maintain insurance at the following minimum levels:

i. **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

ii. **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

iii. **Workers' Compensation.** coverage as required by the state of California.

b. **Endorsements.** The insurance policies shall be endorsed as follows:

i. For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.

ii. Permittee's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.

iii. Permittee's insurance will not be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City.

c. **Qualifications of Insurers.** All insurance companies providing coverage to Permittee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

7. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify _____ by telephone at _____ and Permittee shall promptly submit to the City's Authorized Representative a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of damaged property; (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** Permittee shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature resulting or arising from performance or failure to perform under this agreements with the exception of the sole negligence or willful misconduct of the City.

9. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
10. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
11. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City
Attn: _____
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

TO: Permittee
Attn: Steve Frazier
City of Madera Police Department
330 S. C Street
Madera, CA 93637

12. **HEADINGS.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
13. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
14. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Fresno.
15. **ATTORNEYS' FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs, and expenses incurred.
16. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
17. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.
18. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter,

whether written or oral. The documents incorporated by reference into this Agreement are complimentary; what is called for in one is binding as if called for in all.

19. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

.....

IN WITNESS WHEREOF, the City and Permittee do hereby agree to the full performance of the terms set forth herein.

CITY OF KERMAN

CITY OF MADERA

By:

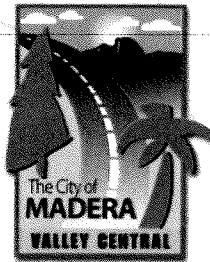
By: Robert Poythress

Title:

Title: Mayor

Date:

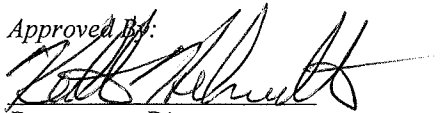
Date:



[Return to Agenda](#)

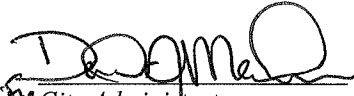
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of October 7, 2015

Agenda Item Number B-9


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 FOR THE FRESNO RIVER TRAIL, SCHNOOR AVENUE TO MID, NORTH BANK PHASE 1 FEDERAL PROJECT NUMBER CML 5157 (098).

RECOMMENDATION:

1. That the City Council approves Resolution No. 15-____
 - a. Approving Supplement Agreement No. N051 Authorizing the City Engineer to execute Program Supplement Agreement for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098)

SUMMARY:

Engineering

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

www.madera-ca.gov

The Department of Transportation has implemented a new policy that requires the City Council to approve a resolution for each Program Supplement Agreement that authorizes the City Engineer to execute that specific Program Supplement Agreement. In the past, a master resolution authorizing the City Engineer to execute any and all Program Supplement Agreements was acceptable.

HISTORY:

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on December 5, 2007. The Master Agreement enables the City of Madera to apply for Federal funds for transportation programs through Caltrans. Once a project is approved, Caltrans prepares the Program Supplement Agreement for execution by the agency. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS").

SITUATION:

The City was granted CMAQ funds for the preliminary engineering phase of the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098). Locally, the Madera County Transportation Commission (MCTC) administers the federal Congestion Mitigation Air Quality (CMAQ) Program. MCTC allows 40% of the total CMAQ apportionment for the region to be set aside as a "Lifeline" amount. The remaining 60% is made available to local government agencies/districts/jurisdictions in the MCTC region through a competitive grant program.

A Program Supplement Agreement is required for each program project and must be obtained before proceeding with the project. The provisions in the agreement are standard for all local agencies in the State of California and alterations to the agreement language or funding may not be made. The provisions in the agreement are similar to previous supplements approved by Council. As such, the supplement agreement is acceptable to staff.

Executing the Supplement Agreement is but one of several processes the City must follow before funding is approved. Here's a sample of the various processes:

- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 (Authorization to Proceed) form must be obtained from Caltrans before commencing design, right of way or construction of the project;
- An environmental review must be completed before the Administering Agency can apply for an E-76 for the right-of-way phase; there can be no negotiations with impacted property owners without an approved E-76;

- An E-76 for construction must be approved before the project can be advertised for bids;
- The right of way certification and plans-specifications-cost estimate must be completed before the project can proceed with construction.

The Program Supplement Agreement is for specifying the funding for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098) that has been approved in the Capital Improvement Program by Council and included in the Federal Transportation Improvement Program.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds have been programmed in the FY 15/16 City Budget.

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.

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N051 FOR THE FRESNO RIVER TRAIL, SCHNOOR AVENUE TO MID, NORTH BANK PHASE 1 FEDERAL PROJECT NUMBER CML 5157 (098).

WHEREAS, the City of Madera (City) is eligible as a result of the Moving Ahead for Progress in the 21st Century Act (MAP-21); to receive Federal Funding for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098), through the California Department of Transportation; and

WHEREAS, Program Supplement Agreements No. N051, must be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement and / or any amendments thereto with the California Department of Transportation for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098).

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

1. The above recitals are true and correct.
2. The City Engineer is authorized to execute the Program Supplement Agreement

No. N051 and/or any amendments thereto with the California State Department of Transportation for the Fresno River Trail, Schnoor Avenue to MID, North Bank Phase I Federal Project No. CML 5157 (098) on behalf of the City.

3. This resolution is effective immediately upon adoption.

* * * * *

PROGRAM SUPPLEMENT NO. N051
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157R

Adv Project ID 0615000317
Date: August 20, 2015
Location: 06-MAD-0-MAD
Project Number: CML-5157(098)
E.A. Number:
Locode: 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/21/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. approved by the Administering Agency on (See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Fresno River Trail, Schnoor to MID, North Bank (Phase I)

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	L40E		LOCAL	OTHER
\$22,000.00		\$17,000.00	\$5,000.00	\$0.00

CITY OF MADERA

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 8/21/15

\$17,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

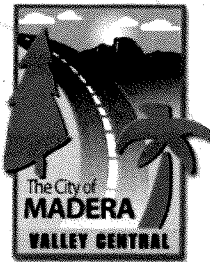
G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through

SPECIAL COVENANTS OR REMARKS

Caltrans the sum of Federal funds paid under the terms of this agreement.



Return to Agenda

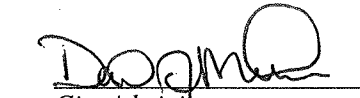
REPORT TO CITY COUNCIL

Approved By:


Department Director

Council Meeting of October 7, 2015

Agenda Item Number B-10


for City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 FOR THE FRESNO RIVER TRAIL BETWEEN NORTH-SOUTH TRAIL BEHIND MONTECITO PARK AND GRANADA DRIVE PHASE II FEDERAL PROJECT NUMBER CML 5157 (099).

RECOMMENDATION:

1. That the City Council approves Resolution No. 15-____
 - a. Approving Supplement Agreement No. N052
 - b. Authorizing the City Engineer to execute Program Supplement Agreement for the Fresno River Trail between North-South Trail behind Montecito Park and Granada Drive Phase II Federal Project No. CML 5157(099).

SUMMARY:

The Department of Transportation has implemented a new policy that requires the City Council to approve a resolution for each Program Supplement Agreement that authorizes the City Engineer to execute that specific Program Supplement Agreement. In the past, a master resolution authorizing the City Engineer to execute any and all Program Supplement Agreements was acceptable.

HISTORY:

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on December 5, 2007. The Master Agreement enables the City of Madera to apply for Federal funds for transportation programs through Caltrans. Once a project

Engineering

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

www.madera-ca.gov

is approved, Caltrans prepares the Program Supplement Agreement for execution by the agency. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS").

SITUATION:

The City was granted CMAQ funds for the preliminary engineering phase of the Fresno River Trail between North-South trail behind Montecito Park and Granada Drive Phase II project Federal Project No. CML 5157(099). Locally, the Madera County Transportation Commission (MCTC) administers the federal Congestion Mitigation Air Quality (CMAQ) Program. MCTC allows 40% of the total CMAQ apportionment for the region to be set aside as a "Lifeline" amount. The remaining 60% is made available to local government agencies/districts/jurisdictions in the MCTC region through a competitive grant program.

A Program Supplement Agreement is required for each program project and must be obtained before proceeding with the project. The provisions in the agreement are standard for all local agencies in the State of California and alterations to the agreement language or funding may not be made. The provisions in the agreement are similar to previous supplements approved by Council. As such, the supplement agreement is acceptable to staff.

Executing the Supplement Agreement is but one of several processes the City must follow before funding is approved. Here's a sample of the various processes:

- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 (Authorization to Proceed) form must be obtained from Caltrans before commencing design, right of way or construction of the project;
- An environmental review must be completed before the Administering Agency can apply for an E-76 for the right-of-way phase; there can be no negotiations with impacted property owners without an approved E-76;
- An E-76 for construction must be approved before the project can be advertised for bids;
- The right of way certification and plans-specifications-cost estimate must be completed before the project can proceed with construction.

The Program Supplement Agreement is for specifying the funding for the Fresno River Trail between North-South Trail behind Montecito Park and Granada Drive Phase II Federal Project No. CML 5157(099) that has been approved in the Capital Improvement Program by Council and included in the Federal Transportation Improvement Program.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds have been programmed in the FY 15/16 City Budget.

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.

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N052 FOR THE FRESNO RIVER TRAIL BETWEEN NORTH-SOUTH TRAIL BEHIND MONTECITO PARK AND GRANADA DRIVE PHASE II FEDERAL PROJECT NUMBER CML 5157 (099).

WHEREAS, the City of Madera (City) is eligible as a result of the Moving Ahead for Progress in the 21st Century Act (MAP-21); to receive Federal Funding for the Fresno River Trail between North-South Trail behind Montecito Park and Granada Drive Phase II Federal Project No. CML 5157(099) ,through the California Department of Transportation; and

WHEREAS, Program Supplement Agreements No. N052, must be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement and / or any amendments thereto with the California Department of Transportation for the Fresno River Trail between North-South Trail behind Montecito Park and Granada Drive Phase II Federal Project No. CML 5157(099).

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

1. The above recitals are true and correct.
2. The City Engineer is authorized to execute the Program Supplement Agreement No. N052 and/or any amendments thereto with the California State Department of Transportation for the Fresno River Trail between North-South Trail behind Montecito Park and Granada Drive Phase II Federal Project No. CML 5157(099) on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

PROGRAM SUPPLEMENT NO. N052
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157R

Adv Project ID **Date:** August 20, 2015
0615000316 **Location:** 06-MAD-0-MAD
 Project Number: CML-5157(099)
 E.A. Number:
 Locode: 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/21/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Fresno River Trail Between North-South Trail Behind Montecito Park and Granda Drive (Phase II)

TYPE OF WORK: Bike Path

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L40E	\$13,000.00	LOCAL		OTHER
\$15,000.00			\$2,000.00		\$0.00

CITY OF MADERA

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer _____

Date 8/21/15 \$13,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

SPECIAL COVENANTS OR REMARKS

1. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through Caltrans the sum of Federal funds paid under the terms of this agreement.

2. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-

SPECIAL COVENANTS OR REMARKS

assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

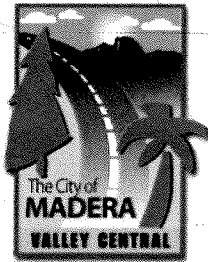
ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts

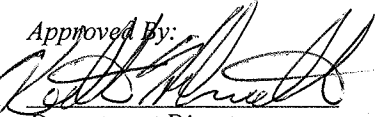
SPECIAL COVENANTS OR REMARKS

obligated by the Federal Highway Administration.

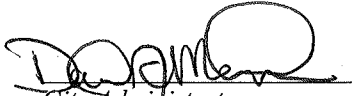


Return to Agenda

REPORT TO CITY COUNCIL

Approved By: 
Department Director

Council Meeting of October 7, 2015
Agenda Item Number B-11


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 FOR THE INTERSECTION IMPROVEMENTS AT LAKE STREET, FOURTH STREET, AND CENTRAL AVENUE FEDERAL PROJECT NUMBER. CML 5157 (102).

RECOMMENDATION:

1. That the City Council approves Resolution No. 15-____
 - a. Approving Supplement Agreement No. N050
 - b. Authorizing the City Engineer to execute Program Supplement Agreement for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102).

SUMMARY:

The Department of Transportation has implemented a new policy that requires the City Council to approve a resolution for each Program Supplement Agreement that authorizes the City Engineer to execute that specific Program Supplement Agreement. In the past, a master resolution authorizing the City Engineer to execute any and all Program Supplement Agreements was acceptable.

Engineering

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

www.madera-ca.gov

HISTORY:

The City executed a Master Agreement with the State of California through its Department of Transportation (Caltrans) on December 5, 2007. The Master Agreement enables the City of Madera to apply for Federal funds for transportation programs through Caltrans. Once a project is approved, Caltrans prepares the Program Supplement Agreement for execution by the agency. These transportation programs include, but are not limited to, the Surface Transportation Program (STP), the Congestion Mitigation and Air Quality Improvement Program (CMAQ), the Transportation Enhancement Program (TE), Highway Safety Improvement Program (HSIP) and the Highway Bridge Program (HBP) (collectively the "PROGRAMS").

SITUATION:

The City was granted CMAQ funds for the preliminary engineering phase of the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102). Locally, the Madera County Transportation Commission (MCTC) administers the federal Congestion Mitigation Air Quality (CMAQ) Program. MCTC allows 40% of the total CMAQ apportionment for the region to be set aside as a "Lifeline" amount. The remaining 60% is made available to local government agencies/districts/jurisdictions in the MCTC region through a competitive grant program.

A Program Supplement Agreement is required for each program project and must be obtained before proceeding with the project. The provisions in the agreement are standard for all local agencies in the State of California and alterations to the agreement language or funding may not be made. The provisions in the agreement are similar to previous supplements approved by Council. As such, the supplement agreement is acceptable to staff.

Executing the Supplement Agreement is but one of several processes the City must follow before funding is approved. Here's a sample of the various processes:

- A Program Supplement Agreement is required to be approved by resolution of the City Council that authorizes the City Engineer to execute for each program project and must be obtained before proceeding with the project;
- An E-76 (Authorization to Proceed) form must be obtained from Caltrans before commencing design, right of way or construction of the project;
- An environmental review must be completed before the Administering Agency can apply for an E-76 for the right-of-way phase; there can be no negotiations with impacted property owners without an approved E-76;
- An E-76 for construction must be approved before the project can be advertised for bids;
- The right of way certification and plans-specifications-cost estimate must be completed before the project can proceed with construction.

The Program Supplement Agreement is for specifying the funding for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102) that has been approved in the Capital Improvement Program by Council and included in the Federal Transportation Improvement Program.

FINANCIAL IMPACT:

There is no adverse fiscal impact to the City's General Fund or other Funds. Local matching funds have been programmed in the FY 15/16 City Budget.

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.

RESOLUTION NO. 15 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENT NO. N050 FOR THE INTERSECTION IMPROVEMENTS AT LAKE STREET, FOURTH STREET, AND CENTRAL AVENUE FEDERAL PROJECT NUMBER. CML 5157 (102).

WHEREAS, the City of Madera (City) is eligible as a result of the Moving Ahead for Progress in the 21st Century Act (MAP-21); to receive Federal Funding for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102), through the California Department of Transportation; and

WHEREAS, Program Supplement Agreements No. N050, must be executed with the California Department of Transportation before such funds can be claimed; and

WHEREAS, City wishes to delegate authorization to the City Engineer of the City of Madera to execute the Program Supplement Agreement and / or any amendments thereto with the California Department of Transportation for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102).

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA

HEREBY finds, orders and resolves as follows:

1. The above recitals are true and correct.
2. The City Engineer is authorized to execute the Program Supplement Agreement No. N050 and/or any amendments thereto with the California State Department of Transportation for the Intersection Improvements at Lake Street, Fourth Street, and Central Avenue Federal Project No. CML 5157 (102) on behalf of the City.
3. This resolution is effective immediately upon adoption.

* * * * *

PROGRAM SUPPLEMENT NO. N050
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157R

Adv Project ID **Date:** August 18, 2015
0615000331 **Location:** 06-MAD-0-MAD
Project Number: CML-5157(102)
E.A. Number:
Locode: 5157

This Program Supplement hereby adopts and incorporates the Administering Agency-State Agreement for Federal Aid which was entered into between the Administering Agency and the State on 12/21/07 and is subject to all the terms and conditions thereof. This Program Supplement is executed in accordance with Article I of the aforementioned Master Agreement under authority of Resolution No. _____ approved by the Administering Agency on _____
(See copy attached).

The Administering Agency further stipulates that as a condition to the payment by the State of any funds derived from sources noted below obligated to this PROJECT, the Administering Agency accepts and will comply with the special covenants or remarks set forth on the following pages.

PROJECT LOCATION:

Intersection of 4th Street, Lake Street, and Central Avenue.

TYPE OF WORK: Road Rehabilitation

LENGTH: 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	L40E		LOCAL		OTHER
\$45,183.00		\$40,000.00	\$5,183.00		\$0.00

CITY OF MADERA

STATE OF CALIFORNIA
Department of Transportation

By _____

Title _____

Date _____

Attest _____

By _____
Chief, Office of Project Implementation
Division of Local Assistance

Date _____

I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance:

Accounting Officer 

Date 8/18/15' \$40,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (915) 654-6410 or TDD (916) -3880 or write Records and Forms Management, 1120 N. Street, MS-89, Sacramento, CA 95814.

SPECIAL COVENANTS OR REMARKS

1. A. The ADMINISTERING AGENCY will advertise, award and administer this project in accordance with the current published Local Assistance Procedures Manual.

B. ADMINISTERING AGENCY agrees that it will only proceed with work authorized for specific phase(s) with an "Authorization to Proceed" and will not proceed with future phase(s) of this project prior to receiving an "Authorization to Proceed" from the STATE for that phase(s) unless no further State or Federal funds are needed for those future phase(s).

C. Award information shall be submitted by the ADMINISTERING AGENCY to the District Local Assistance Engineer within 60 days of project contract award and prior to the submittal of the ADMINISTERING AGENCY'S first invoice for the construction contract.

Failure to do so will cause a delay in the State processing invoices for the construction phase. Attention is directed to Section 15.7 "Award Package" of the Local Assistance Procedures Manual.

D. ADMINISTERING AGENCY agrees, as a minimum, to submit invoices at least once every six months commencing after the funds are encumbered for each phase by the execution of this Project Program Supplement Agreement, or by STATE's approval of an applicable Finance Letter. STATE reserves the right to suspend future authorizations/obligations for Federal aid projects, or encumbrances for State funded projects, as well as to suspend invoice payments for any on-going or future project by ADMINISTERING AGENCY if PROJECT costs have not been invoiced by ADMINISTERING AGENCY for a six-month period.

If no costs have been invoiced for a six-month period, ADMINISTERING AGENCY agrees to submit for each phase a written explanation of the absence of PROJECT activity along with target billing date and target billing amount.

ADMINISTERING AGENCY agrees to submit the final report documents that collectively constitute a "Report of Expenditures" within one hundred eighty (180) days of PROJECT completion. Failure of ADMINISTERING AGENCY to submit a "Final Report of Expenditures" within 180 days of PROJECT completion will result in STATE imposing sanctions upon ADMINISTERING AGENCY in accordance with the current Local Assistance Procedures Manual.

E. Administering Agency shall not discriminate on the basis of race, religion, age, disability, color, national origin, or sex in the award and performance of any Federal-assisted contract or in the administration of its DBE Program Implementation Agreement. The Administering Agency shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Federal-assisted contracts. The Administering Agency's DBE Implementation Agreement is incorporated by reference in this Agreement. Implementation of the DBE Implementation Agreement, including but not limited to timely reporting of DBE commitments and utilization, is a legal

SPECIAL COVENANTS OR REMARKS

obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Administering Agency of its failure to carry out its DBE Implementation Agreement, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Any State and Federal funds that may have been encumbered for this project are available for disbursement for limited periods of time. For each fund encumbrance the limited period is from the start of the fiscal year that the specific fund was appropriated within the State Budget Act to the applicable fund Reversion Date shown on the State approved project finance letter. Per Government Code Section 16304, all project funds not liquidated within these periods will revert unless an executed Cooperative Work Agreement extending these dates is requested by the ADMINISTERING AGENCY and approved by the California Department of Finance.

ADMINISTERING AGENCY should ensure that invoices are submitted to the District Local Assistance Engineer at least 75 days prior to the applicable fund Reversion Date to avoid the lapse of applicable funds. Pursuant to a directive from the State Controller's Office and the Department of Finance; in order for payment to be made, the last date the District Local Assistance Engineer can forward an invoice for payment to the Department's Local Programs Accounting Office for reimbursable work for funds that are going to revert at the end of a particular fiscal year is May 15th of the particular fiscal year. Notwithstanding the unliquidated sums of project specific State and Federal funding remaining and available to fund project work, any invoice for reimbursement involving applicable funds that is not received by the Department's Local Programs Accounting Office at least 45 days prior to the applicable fixed fund Reversion Date will not be paid. These unexpended funds will be irrevocably reverted by the Department's Division of Accounting on the applicable fund Reversion Date.

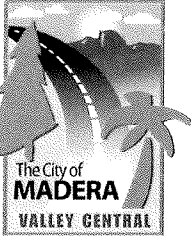
G. As a condition for receiving federal-aid highway funds for the PROJECT, the Administering Agency certifies that NO members of the elected board, council, or other key decision makers are on the Federal Government Exclusion List. Exclusions can be found at www.sam.gov.

H. STATE and ADMINISTERING AGENCY agree that any additional funds which are made available for any new phase(s) of work by future Federal obligations will be encumbered on this PROJECT by use of a Federal Highway Administration-approved "Authorization to Proceed" (E-76) STATE Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

2. In the event that right of way acquisition for or construction of this project of the initial federal authorization for preliminary engineering is not started by the close of the tenth fiscal year following the fiscal year in which the project is authorized, the ADMINISTERING AGENCY shall repay the Federal Highway Administration through

SPECIAL COVENANTS OR REMARKS

Caltrans the sum of Federal funds paid under the terms of this agreement.



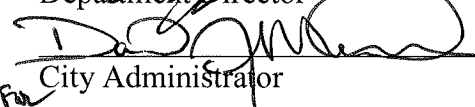
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REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: October 7, 2015

Agenda Number: B-12

SUBJECT: Consideration of a Resolution Approving an Agreement between the City of Madera and ExecuTime Software, LLC, an Oklahoma limited liability company, for the Purchase of Implementation Services, Training, Hardware and the Access to and Use of the ExecuTime Software Application, Authorizing the Mayor to Execute the Agreement on Behalf of the City, Authorizing the City Administrator or his Designee to Approve Proposals and Scopes of Work as Contemplated in the Agreement and Approving Amendments to the City of Madera 2015/2016 Budget

RECOMMENDATION: Staff recommends the Council approve the attached resolution authorizing the Mayor to sign an agreement with ExecuTime Software, LLC, an Oklahoma limited liability Company, authorizing the City Administrator or his designee to approve proposals and scopes of work as contemplated in the Agreement and approving amendments to the City of Madera 2015/2016 Budget.

DISCUSSION: The City of Madera contracted with ADP for the processing of payroll over twelve (12) years ago. In 2012 the City upgraded its ADP product to include a Time and Attendance system for electronic timecards. Unfortunately, ADP cannot be configured for all of our shifts and schedules so only some employees are on electronic timecards while others continue to submit paper timecards.

With the implementation of the new ERP system (Tyler Munis), staff sought information from the most respected time and attendance application vendors and interviewed the top three firms that staff felt could meet the needs of the City and integrate with the new ERP system. Of the three vendors that were interviewed, staff selected ExecuTime as the application that best fit the needs of the City of Madera and is most compatible with the Tyler Munis system. This was determined through onsite demonstrations and reference checks.

The selected application will eliminate additional manual verification and entry by payroll staff that has been necessary with ADP. It will also accommodate the City's various work schedules and allow deployment to all departments.

FINANCIAL IMPACT: The fiscal impact of this agreement will be \$21,757 for implementation and training services, \$17,496 for the first twelve (12) months of access fees and \$6,030 for the purchase of three (3) time clock machines, for a total of \$45,283. These costs will

be charged to the various departments in similar fashion as the ERP software costs, which will represent an impact of approximately \$35,902 to the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Timesheet processing software is not addressed in the Vision and Action Plan, nor is it in conflict with the Plan.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA,
APPROVING AN AGREEMENT BETWEEN THE CITY OF MADERA AND EXECUTIME
SOFTWARE, LLC, AN OKLAHOMA LIMITED LIABILITY COMPANY, AUTHORIZING THE
MAYOR TO EXECUTE THE AGREEMENT, AUTHORIZING THE CITY ADMINISTRATOR OR
HIS DESIGNEE TO APPROVE PROPOSALS AND SCOPES OF WORK AS CONTEMPLATED IN
THE AGREEMENT AND APPROVING AMENDMENTS TO THE CITY OF MADERA
2015/2016 BUDGET.**

WHEREAS, the City of Madera (the "City") is in the process of converting to a new Enterprise Resource Planning (ERP) system; and

WHEREAS, the City of Madera has not been able to get the City's currently-used time and attendance system (ADP) to function to the City's satisfaction; and

WHEREAS, the City has interviewed three different time and attendance application vendors and found the ExecuTime application to be the best fit for the City; and

WHEREAS, the City would like to roll out the ExecuTime time and attendance application as part of the new Enterprise Resource Planning system conversion; and

WHEREAS, the appropriation amendments to the City of Madera Fiscal Year 2015/2016 Budget, listed in Exhibit AA attached hereto, are necessary to fund the approximately \$45,283 of expenses related to this agreement.

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

1. The Agreement between the City of Madera and ExecuTime Software, LLC, an Oklahoma limited liability company, a copy of which is on file in the office of the City Clerk and referred to for particulars, is hereby approved.
2. The Mayor is hereby authorized to execute the Agreement with ExecuTime Software, LLC.
3. The City Administrator or his Designee are hereby authorized to approve proposals and scopes of work as contemplated in the agreement.
4. The appropriations for the items listed in Exhibit AA, attached hereto, are approved.
5. The City Clerk is authorized and directed to forward a certified copy of the resolution to the Director of Financial Services, who is authorized to take such action as necessary to implement the terms of this resolution
6. The resolution is effective immediately upon adoption.

Exhibit AA

Dept. #	Dept. Name	Account	Description	Amount
104	Finance	1615-3017	Software Costs	35,902
309	Storm Drain	6430-3017	Software Costs	361
327	Airport	3715-3017	Software Costs	361
470	IT	4710-3017	Software Costs	1,985
507	Muni Disposal	7630-3017	Software Costs	361
508	Sewer Maint	3085-3017	Software Costs	180
509	Sewer WWTP	3355-3017	Software Costs	1,082
711	Water Maint	2785-3017	Software Costs	2,887
801	Facilities Maint	2200-3017	Software Costs	1,263
807	Equip Maint - Fleet	4720-3017	Software Costs	361
812	Grants	8900-3017	Software Costs	541
				<u>45,283</u>

To appropriate additional funds to the Software Costs budget line items related to the new ERP system for the inclusion of a new Time and Attendance system.

EXECUTIME APPLICATION SERVICES AGREEMENT

This Agreement is made between ExecuTime Software, LLC, an Oklahoma limited liability company ("ExecuTime"), with a business address at 636 E Third Street, Tulsa OK 74120, and City of Madera, with a business address of 205 W. 4th Street, Madera, CA 93637 ("Customer"), as of the Execution Date.

Customer desires to engage ExecuTime to provide Customer with access to and use of certain Software owned by ExecuTime on an application services basis. Accordingly, the parties agree as follows:

1. **Defined Terms.**

"Additional Functionality" means changes that ExecuTime makes for inclusion in a General Release Module to increase the functionality of the General Release Module.

"Application Services" means the services and Software utilization to be provided to Customer by ExecuTime under this Agreement.

"Application Services Term" means the period identified in Section 6 of this agreement as "Term and Termination," and during which Customer will have the right to use the Software.

"Appendix" means each schedule that is attached to this Agreement that is marked as an "Appendix." Appendices are lettered sequentially, beginning with "Appendix A" and continuing thereafter.

"Concurrent User" means each open session in any of the Modules listed in Appendix A. Concurrent Users are determined for each Module on a Module-by-Module basis; for instance, two open sessions in Module "X" constitutes two Concurrent Users for Module "X" only.

"Customer Employees" means: (i) Customer's employees with a need to know; and (ii) third party consultants engaged by Customer who have a need to know, who have been pre-approved by ExecuTime, and who, prior to obtaining access to the Software, have executed a ExecuTime-approved non-disclosure agreement.

"Commencement Date" is defined in Appendix A, and is the date on which the Term commences and the date upon which Customer will begin to pay Application Services fees to ExecuTime.

"Confidential Information" means non-public information of a party to this Agreement. Confidential Information of ExecuTime includes the Software and algorithms, methods, techniques and processes revealed by the Software. Confidential Information does not include information that: (i) is or becomes known to the public without fault or breach of the Receiving Party; (ii) the Disclosing Party regularly discloses to third parties without restriction on disclosure; or (iii) the Receiving Party obtains from a third party without restriction on disclosure and without breach of a non-disclosure obligation.

“*Disclosing Party*” means the party providing its Confidential Information to the Receiving Party.

“*Documented Defect*” means a material deviation between the General Release Module and its documentation, for which Documented Defect ExecuTime has confirmed that Customer has given ExecuTime enough information for ExecuTime to replicate the deviation on a computer configuration which is both comparable to the Hardware and is under ExecuTime’s control.

“*Execution Date*” means the latest date shown on the signature page of this Agreement.

“*Expiration Date*” means the date the Application Services Term expires, as provided for in Section 6 of this Agreement.

“*General Release*” means the general release version of a Module as updated by Upgrades, but without any other modification whatsoever.

“*IP Rights*” means all patents, patent rights, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks and Confidential Information.

“*Maintenance*” means ExecuTime’s efforts to provide Customer with avoidance procedures for or corrections of Documented Defects.

“*Module*” means any one of the computer software programs that is identified in Appendix A as a “Module,” including all code and related specifications, documentation, technical information and all IP Rights for such Module.

“*New Releases*” means new editions of a General Release Module.

“*Object Code*” means computer programs assembled, compiled, or converted to magnetic or electronic binary form on software media, which are readable and usable by computer equipment.

“*Software*” means the Modules listed in Appendix A.

“*Receiving Party*” means the party receiving Confidential Information of the Disclosing Party. “Upgrades” means, collectively, Maintenance, Additional Functionality and New Releases.

2. **Application Services, Generally.** During the Application Services Term, ExecuTime will provide Customer with the Application Services. Application Services include the grant by ExecuTime to Customer of a non-exclusive, non-transferable license to access and use the Software in Object Code form within the United States of America for Customer’s own, non-commercial computing operations (subject to any Concurrent User limitations provided for in Appendix A), while such Object Code resides in and is executed from a ExecuTime datacenter. ExecuTime hereby represents and warrants that it has a right to provide Application Services and

also to grant the license that is being provided to Customer hereunder. Any rights not expressly granted in this Agreement are expressly reserved.

(a) Documentation. Customer can make a reasonable number of copies of the documentation for each Module for its use in accordance with the terms of this Agreement.

(b) Restrictions on Use of the Software. Customer is prohibited from causing or permitting the reverse engineering, disassembly or decompilation of the Software. Customer is prohibited from using the Software to provide service bureau data processing services or to otherwise provide data processing services to third parties. Customer will not allow the Software to be used by, or disclose all or any part of the Software to, any person except Customer Employees. Without limiting the foregoing, Customer is permitted to allow use of the input and/or output sensory displays of or from the Software by third parties on a strict "need to know" basis, and such use will not be deemed a non-permitted disclosure of the Software.

This Agreement is expressly made subject to any United States government and other applicable laws, regulations, orders or other restrictions regarding export from the United States or another country, and import into any country, of computer hardware, software, technical data or other items, or derivatives of such hardware, software, technical data or other items. Customer will not allow the Software, in whole or in part, to be exported outside of the United States of America, in any manner or by any means. Customer is prohibited from removing or altering any of the IP Rights notice(s) embedded in or that ExecuTime otherwise provides with the Software. Customer must reproduce the unaltered IP Rights notice(s) in any full or partial copies that Customer makes of the Software.

(c) Application Software Maintenance and Support Services. Maintenance is available during the ExecuTime hours outlined in Appendix B.

3. **Implementation Services**. ExecuTime will provide Customer with the information services identified in Appendix A, for the fees provided in Appendix A.

4. **Fees, Payment and Taxes.**

(a) Payment.

(i) Application Services Fees. During the Application Services Term, Customer will pay ExecuTime the Application Services fees specified in Appendix A, as otherwise provided for in Appendix A. Time is of the essence with regard to Customer's payment obligations pursuant to this Agreement.

(ii) Consulting Services Fees. Except as otherwise provided in Appendix A, fees for consulting services will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice. Customer will reimburse ExecuTime for actual and reasonable, out-of-pocket travel and living expenses that ExecuTime incurs in providing Customer with consulting services under this Agreement.

Such travel and living expenses will be invoiced on a monthly basis in arrears and will be due within thirty (30) days from the date of invoice.

(iii) **Late Charge.** ExecuTime will have the right to charge a late fee to the extent that any payment is received later than thirty (30) days from the date of invoice. Late fees will be calculated based on a per annum rate equal to the lesser of: (i) the prime lending rate established from time to time by Citizens Bank, Philadelphia, Pennsylvania Bank, plus three percent (3%); and (ii) the highest rate permitted by applicable law, and will be payable to ExecuTime on demand.

(b) **Taxes.** Customer is responsible for paying all taxes (except for taxes based on ExecuTime's net income or capital stock) relating to this Agreement, the application services, the Software, and any other services provided or payments made under this Agreement. Applicable tax amounts (if any) are NOT included in the fees set forth in this Agreement. If Customer is exempt from the payment of any such taxes, Customer must provide ExecuTime with a valid tax exemption certificate; otherwise, absent proof of Customer's direct payment of such tax amounts to the applicable taxing authority, ExecuTime will invoice Customer for and Customer will pay to ExecuTime all such tax amounts.

(c) **Suspension of Service.** If in any instance, Customer fails to pay to ExecuTime within thirty (30) days after ExecuTime makes written demand therefor, and payment of the amount in question is not the subject of a bona fide dispute, then, in addition to preserving its rights to collect payment of the past-due amount and all accompanying late fees, and all other rights and remedies that ExecuTime may have at law or in equity, ExecuTime may, in its sole discretion and without further notice to Customer, suspend or reduce its performance of the Application Services.

5. **Confidential information.** Except as otherwise permitted under this Agreement, the Receiving Party will not knowingly disclose to any third party, or make any use of the Disclosing Party's Confidential Information. The Receiving Party will use at least the same standard of care to maintain the confidentiality of the Disclosing Party's Confidential information that it uses to maintain the confidentiality of its own Confidential Information of equal importance. Except in connection with the Software and any software provided with the Software, the non-disclosure and non-use obligations of this Agreement will remain in full force with respect to each item of Confidential Information for a period of ten (10) years after Receiving Party's receipt of that item. However, Customer's obligations to maintain the Software as confidential will survive in perpetuity.

6. **Term and Termination.**

(a) **Application Services Term.** The initial Application Services Term is for a period of thirty-six (36) months commencing on November 1, 2015 and ending October 30, 2018. Thereafter the term may be renewed for consecutive one (1) year periods upon execution of extension agreements in writing by the parties. During the initial thirty-six (36) month period there will be no annual increases on the monthly access fees.

(b) Right of Termination. A party has the right to terminate this Agreement if the other party breaches a material provision of this Agreement. Either party has the right to terminate this Agreement at any time while an event or condition giving rise to the right of termination exists. To terminate this Agreement, the party seeking termination must give the other party notice that describes the event or condition of termination in reasonable detail. From the date of its receipt of that notice, the other party will have thirty (30) days to cure the breach to the reasonable satisfaction of the party desiring termination. If the event or condition giving rise to the right of termination is not cured within that period, this Agreement will automatically be deemed terminated at the end of that period. However, notice to ExecuTime of a suspected Documented Defect will not constitute a notice of termination of this Agreement.

(c) Effect of Expiration of Application Services Term or Termination of Agreement. Upon the expiration of the Application Services Term, or upon any earlier termination of this Agreement by either party, Customer's right to receive the Application Services and to use the Software as otherwise provided for in this Agreement terminates. Any use of the Software after the Application Services Term or after the termination of this Agreement is a violation of this Agreement, and further, may subject the user to additional claims under applicable law, including without limitation claims for violation of ExecuTime's copyright interest in and to the Software.

(d) Survival of Obligations. All obligations relating to non-use and non-disclosure of Confidential information will survive termination of this Agreement.

(e) Termination Without Prejudice to Other Rights and Remedies. Termination of this Agreement will be without prejudice to the terminating party's other rights and remedies pursuant to this Agreement.

7. **Notices.** All notices and other communications required or permitted under this Agreement must be in writing and will be deemed given when: Delivered personally; sent by United States registered or certified mail, return receipt requested; transmitted by facsimile confirmed by United States first class mail; or sent by overnight courier. Notices must be sent to a party at its address shown on the first page of this Agreement, or to such other place as the party may subsequently designate for its receipt of notices,

8. **Force Majeure.** Neither party will be liable to the other for any failure or delay in performance under this Agreement due to circumstances beyond its reasonable control, including Acts of God, acts of war, accident, labor disruption, acts, omissions and defaults of third parties and official, governmental and judicial action not the fault of the party failing or delaying in performance.

9. **Assignment.** Neither party may assign any of its rights or obligations under this Agreement, and any attempt at such assignment will be void without the prior written consent of the other party. For purposes of this Agreement, "assignment" will include use of the Software for benefit of any third party to a merger, acquisition and/or other consolidation by, with or for Customer, including any new or surviving entity that results from such merger, acquisition and/or other consolidation. However, the following will not be considered "assignments" for purposes of this Agreement: ExecuTime's assignment of this Agreement or of any ExecuTime rights under

this Agreement to ExecuTime's successor by merger or consolidation or to any person or entity that acquires all or substantially all of its capital stock or assets; and ExecuTime's assignment of this Agreement to any person or entity to which ExecuTime transfers any of its rights in the Software.

10. **No Waiver.** A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of the right of that party to later enforce any such rights or to enforce any other or any subsequent breach.

11. **Choice of Law; Consent to Jurisdiction; Severability.** This Agreement will be governed by and construed under the laws of the State of Oklahoma, without reference to the choice of law provisions thereof. Any action or proceeding seeking to enforce, or to construe or determine the validity of, any term or provision of this Agreement, or based on any right arising out of this Agreement, shall be brought by or against a party exclusively in the District Court in and for the County of Tulsa, State of Oklahoma. If any provision of this Agreement is illegal or unenforceable, it will be deemed stricken from the Agreement and the remaining provisions of the Agreement will remain in full force and effect.

12. **Limitations of Liability; Disclaimer of Warranties.**

(a) LIMITED LIABILITY OF EXECUTIME. EXECUTIME'S LIABILITY IN CONNECTION WITH THE APPLICATION SERVICES, THE SOFTWARE, ANY CONSULTING SERVICES, OR ANY OTHER MATTER RELATING TO THIS AGREEMENT WILL NOT EXCEED THE APPLICATION SERVICES FEES THAT CUSTOMER ACTUALLY PAID TO EXECUTIME IN THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD.

(b) EXCLUSION OF DAMAGES. REGARDLESS WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE OR OTHERWISE, IN NO EVENT WILL EXECUTIME BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND WHETHER OR NOT EXECUTIME HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

(c) DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, EXECUTIME MAKES NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, WITH REGARD TO THE APPLICATION SERVICES AND/OR THE SOFTWARE, IN WHOLE OR IN PART. EXECUTIME EXPLICITLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

(d) BASIS OF THE BARGAIN. CUSTOMER ACKNOWLEDGES THAT EXECUTIME HAS SET ITS FEES AND ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY AND THE DISCLAIMERS OF WARRANTIES

AND DAMAGES SET FORTH IN THIS AGREEMENT, AND THAT THE SAME FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

13. **Entire Agreement.** This Agreement contains the entire understanding of the parties with respect to its subject matter, and supersedes and extinguishes all prior oral and written communications between the parties about its subject matter. Any purchase order or similar document which may be issued by Customer in connection with this Agreement does not modify this Agreement. No modification of this Agreement will be effective unless it is in writing, is signed by each party, and expressly provides that it amends this Agreement. The individual executing this Agreement on behalf of its party represents and warrants that he/she has full authority to bind such party to all terms, conditions and obligations of this Agreement.

The terms and conditions contained in this Agreement, including the prices, will be honored as set forth herein, provided this Agreement is fully executed and delivered on or before _____.

Customer:

ExecuTime:

BY: _____
PRINTED NAME: _____
PRINTED TITLE: _____
DATED SIGNED: _____

BY: _____
PRINTED NAME: _____
PRINTED TITLE: _____
DATE SIGNED: _____

APPENDIX A

Monthly Processing Services & Implementation Services

Term: Initial term begins November 1, 2015 ("Commencement Date") and ends October 30, 2018. Following the expiration of the initial term, Application Services will be provided on a year-to-year basis provided the Customer exercises the option and pays the then current Monthly Access Fee.

Total Costs**

Item Description	Cost
ExecuTime – Time & Attendance w/ Mobile - Monthly Access Fee Up to 500 employees	\$ 1,458.00
Advanced Scheduling w/ Mobile – Monthly Access Fee Up to 100 employees	
Startup Fee – Time & Attendance and Advanced Scheduling w/ Mobile Access - Implementation Services & Training	\$ 21,757.00
1. Server Configuration	
2. Design/Scope of Work	
3. Implementation Services	
4. Training Services	
5. Integration with Tyler Munis	
6. VPN Router	
3 Genus 1 Basic Time Clocks plus Shipping (Please See Purchase Order Document in Appendix C)	\$ 6,030.00

*Not included:

1. Conversion Services - converting data from another T/A system to ExecuTime Software.
2. Reasonable and customary travel-related expenses.
3. Custom programming and modifications to ExecuTime Software and standard payroll export.
4. Payroll interface from file Tyler Munis is not included. Please contact Tyler Munis directly for details.

Additionally:

1. Public Static IP address is required for the VPN router.
2. SAAS Hosting is provided and invoiced by ExecuTime.

Payment Terms:

Start-Up Fee:	Due upon execution of this Order Form. This is a one-time fee.
Monthly Access Fee:	The first twelve (12) Monthly Access Fees in the amount of \$ 17,496.00 shall be due upon execution of this Order Form. Subsequent Monthly Access Fees will be invoiced in advance on an annual basis.

Following the expiration of the Initial Term, ExecuTime reserves the right to increase the Application Service Monthly Fees on an annual basis, on each anniversary of the Execution Date. ExecuTime will notify Customer of the increase at least ninety (90) days prior to the effective date of such increase.

APPLICABLE TAXES ARE NOT INCLUDED IN THE SCHEDULE LISTED ABOVE, AND, IF APPLICABLE, WILL BE ADDED TO THE AMOUNT OF PAYMENT INVOICE(S) BEING SENT SEPARATELY TO THE CUSTOMER.

Travel and Living Expenses: Travel and living expenses are in addition to the prices quoted above and will be invoiced as incurred. Travel and living expenses actually incurred in prior months for which ExecuTime is seeking reimbursement, shall also be invoiced monthly.

APPENDIX B

Application Software Maintenance and Support Services

A. Services Provided:

1. Provide standard product enhancements for those modules of proprietary Software listed in Appendix A when and as the same are developed by ExecuTime.
2. Modifications and updates will be provided and are limited to those which use data supported within the baseline application Software and are required by regulatory changes.
3. Provide assistance to Customer in the use of the Software via telephone inquiries to ExecuTime designated Software support offices up to the maximum number of hours per application as listed in Appendix A. Telephone support services are available weekdays, excluding ExecuTime's honored holidays and weekends, during normal business hours.
4. Investigate errors in the intended capabilities of the Software upon receipt of notification from Customer and provide Customer with an alternate procedure or programming modifications to correct errors.
5. ExecuTime shall have no obligation to provide services under this Agreement to support errors or problems in the Software caused by negligence, abuse, or misapplication of the Software, or by failure to adhere to use the Software as specified in the user documentation.

B. Maintenance Hours. Maintenance is available during ExecuTime's normal business hours, Monday through Friday (currently 7 AM through 6 PM Central time), excluding ExecuTime-observed holidays (currently New Year's Day, Martin Luther King, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day and Day after Thanksgiving and Christmas Day and Day after Christmas. Holidays are subject to change).

APPENDIX C

Purchase and Sale Agreement

Purchaser:

City of Madera
Attn: Ted Uyesaka

Seller:

ExecuTime Software
636 E. Third St.
Tulsa, OK 74120
FAX: 413.235.6374

Qty.	Model/Feat./ Description	Unit Price	Amount
3	Genus 1 Basic Time Clocks	\$ 1,995.00	\$ 5,985.00
1	Shipping	\$ 45.00	\$ 45.00

Total Selling Price: \$ 6,030.00

Payment Terms

-Full payment of Hardware is due at time of order and prior to commencement of project.

Not Included

- Conversion Services – converting data from other T/A or Scheduling system to ExecuTime™ Software.
- Charges from third party software companies or providers.
- Wiring, cabling etc.
- SunGard Time Keeping Integration Module – Please contact SunGard directly for ordering and pricing information.

Resale Number	Payment Terms Due Upon Receipt	Ship Via Best Way	FOB Point Origin

The Seller agrees to sell, and the Purchaser agrees to purchase, the data processing equipment, software and services listed above (the "Equipment") subject to the additional terms and conditions above, below and on the reverse. A late fee of 1.5% per month will be charged on overdue amounts. IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be signed by their respective duly authorized representatives.

Agreed to and Accepted by:

By: _____

Title: _____

Date: _____

Agreed to and Accepted by:

By: Kevin Malone

Title: **Contract Officer**

Date: 9/24/2015

1. **Delivery and Risk of Loss: Included Items.** Seller will de-install and prepare equipment for shipping, using suitable packing materials, and will deliver the Equipment to the Seller's shipping dock, F.O.B. location shown on reverse. Purchaser shall bear the risk of loss or damage from the time of such delivery, except when seller is transporting the Equipment, during which time seller will be responsible. Purchaser shall promptly pay for all transportation, rigging, packaging, and drayage charges.

All form stands, logic or other manuals, diagnostics, tools, test decks, diagrams, cables, terminators and special RPQ devices permanently attached or removable in one or more ends, which are required to attach and re-install the Equipment in a similar configuration or any "Manufacturer's Approved Configuration", shall be delivered to Purchaser at no additional charge.

2. **Taxes.** There have been or shall be added to the purchase price amounts equal to any sales, use, or similar taxes, however designated. Any personal property taxes assessable on the Equipment after delivery to the carrier shall be borne by the Purchaser.
3. **Title.** Seller warrants that at the time of delivery to Purchaser, Seller will be the lawful owner of the Equipment, with full right, power and authority to sell the Equipment to Purchaser, and that the Equipment will be free and clear of all liens, claims and encumbrances of any kind. Good and marketable title to the Equipment shall vest in Purchaser upon payment in full of the Purchase Price and the parties' execution of a mutually satisfactory Solution Design. Purchaser agrees it will not sell, transfer, lease or otherwise part with possession of the Equipment until title has vested in Purchaser.
4. **Maintenance; Warranties.** Seller warrants that the Equipment will be eligible to be placed under the Manufacturer's Maintenance Agreement. Purchaser shall be responsible for placing the Equipment under such coverage and will promptly notify Seller, in writing, of any dispute concerning the Equipment's eligibility therefore, to afford Seller a reasonable opportunity to assure such eligibility. (As to Equipment involved in the IBM Service Exchange Center Program, Seller warrants the Equipment is in good working order and has not been subject to neglect or misuse.)

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY AND OF FITNESS FOR ANY PARTICULAR PURPOSE. PURCHASER ACKNOWLEDGES THAT IT IS NOT RELYING ON SELLER'S SKILL OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH ARE NOT CONTAINED IN THIS AGREEMENT.

5. **Default; Remedies; Limitation of Liability.** If Purchaser fails to accept delivery of the Equipment when available, fails to pay all or any part of the Purchase Price when due, or otherwise fails to perform any of its obligations hereunder, Seller may: (a) terminate this Agreement upon written notice to Purchaser; (b) repossess the Equipment without notice or demand, and (c) pursue any other lawful remedy.

If Seller fails to deliver the Equipment in a timely manner, or breaches any warranty or otherwise fails to perform any of its obligations hereunder, Purchaser may: (a) terminate the Agreement upon written notice to Seller, and (b) pursue any other lawful remedy.

SELLER SHALL NOT BE LIABLE FOR DAMAGES, INCLUDING SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OF THE EQUIPMENT OR ITS USE BY PURCHASER, AND SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH SELLER'S FAILURE TO PERFORM ITS OBLIGATIONS HEREUNDER.

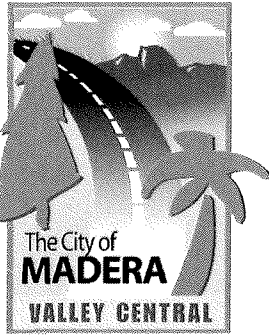
IN NO EVENT SHALL EITHER PARTY'S LIABILITY TO THE OTHER, FOR ANY CAUSE OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT, EXCEED THE FEE FOR THE EXECUTIME SOFTWARE LICENSE STATED ABOVE.

6. **Solution Design.** Upon execution of this Purchase and Sale Agreement and Purchaser's payment of the initial installment described above, the Seller and the Purchaser shall proceed to negotiate a mutually satisfactory Solution Design that will state the exact services to be provided by Seller to Purchaser. The parties acknowledge that this Purchase and Sale Agreement, and the ExecuTime Software License Agreement (the "License Agreement") and the ExecuTime Software Support Agreement (the "Support Agreement") executed contemporaneously herewith, are contingent upon the parties' execution of a mutually satisfactory Solution Design. In the event the parties are unable to reach agreement as to a Solution Design, either party may, upon notice to the other party, terminate this Purchase and Sale Agreement, the License Agreement and the Support Agreement, without liability to the other party. Upon such termination, Seller shall have the right to take possession of all Equipment and shall be obligated to return to Purchaser

all amounts previously paid by Purchaser under this Purchase and Sale Agreement, less Seller's out-of-pocket expenses and a reasonable fee for services rendered by Seller prior to termination.

7. **Entire Agreement.** This Purchase and Sale Agreement, and the License Agreement and Support Agreement the terms of which are deemed incorporated herein, constitute the complete and exclusive statement of the agreement between the parties which supersede all proposals or prior agreements, oral or written, and all other communications between the parties relating to the subject matter of such agreements.
8. **Effective Date.** This Agreement is subject to acceptance by ExecuTime Software at its offices in Tulsa, OK, and shall only become effective on the date thereof.
9. **Miscellaneous.** This Agreement shall be governed by the laws of the State of Oklahoma.

Report to City Council

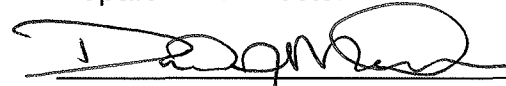


Council Meeting of October 7, 2015
Agenda Item Number B-13

Approved by:



Department Director



For City Administrator

Consideration of a Resolution Approving an Agreement with California State University, Fresno Foundation for Services Provided by the Office of Community and Economic Development to Produce and Deliver a Three-Part Bilingual (Spanish and English) Small Business Development Workshop and Provide Post Workshop Follow-up Consultations to Workshop Participants and Authorizing the Mayor to Execute the Agreement.

RECOMMENDATION

Staff recommends Council approve an agreement with California State University, Fresno Foundation for Services provided by the Office of Community and Economic Development to Produce and Deliver a Small Business Development Workshop and Authorizing the Mayor to Execute the Agreement.

HISTORY

In 2013 the City Staff began researching the feasibility of creating a business development center. The objective of the center would be to provide the resources necessary to assist current and potential new businesses in successfully launching and growing a business in Madera. City Staff met with the Central Valley Business Incubator (CVBI), the California State University, Fresno, Office of Community and Economic Development (OCED), and the UC Merced/California State University, Fresno Small Business Development Center (SBDC) to investigate how we might partner with these organizations in assisting our small businesses. It was determined that although a fully staffed business development center was not yet feasible, the creation and delivery of a series of workshops on starting a new business was viable. Staff met with representatives of the CVBI, the OCED, and the SBDC and found that the California State University, Fresno, OCED and SBDC had already partnered to create and deliver a series of workshops that might meet our needs. City Staff met with the OCED and SBDC and it was determined that the SBDC's current curriculum would be a good starting point for our first series of workshops. The organizations offered to modify the curriculum to better fit into a three day series, provide bilingual marketing material, provide speakers and translators to deliver the classes, and follow-up with consultation services free of charge. The OCED and SBDC offered these services in hope that we would

continue our partnership and be able to fund the future development and delivery of workshops that would more closely meet the needs of our community. Our first workshop series was launched in May/June 2014. We had interest from over 40 residents with an average of 28 attendees at each session. This was followed up with a second series held in October/November 2014 where we averaged over 22 attendees per session.

SITUATION

After reviewing the participant surveys from the first two workshop series and comments from staff we determined that the content of the workshop required some modifications to better fit the needs of our participants. The workshop material seemed better suited to the potential small business owner who is already familiar with the business development process. City staff met with the OCED to discuss how we could better meet the participant needs. The OCED currently delivers a variety of workshops to smaller rural communities such as Mendota and Huron and they felt that these workshops could be used as basis to develop a new series for the City of Madera. The OCED has proposed, through their governing body the California State University Fresno Foundation, developing a three-part series of workshops based on their current offerings in other communities, the development of flyers for marketing purposes, the delivery of the curriculum including Spanish translation services, and consultation follow-up to participants at a cost of \$5,941.74. City staff believes this is a good option to move forward with our workshops and that the content will be better suited to our participants' business needs. We also believe that this will be a good next step in our partnership with OCED and the SBDC and hope to deliver a second workshop series and follow-up consulting services in the spring. With the signing of this agreement the OCED and City staff would be ready to deliver the workshops beginning October 31, 2015.

FISCAL IMPACT

There are funds budgeted in the FY 2015-2016 for this project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

This agreement supports Strategy 215 by helping to ensure educational and occupational opportunities are available for all Maderans, Strategy 331 by assisting in expanding and diversifying business opportunities within Madera to provide workforce capacity, and Strategy 408 by expanding the economic opportunities available to all Maderans and mitigating the impacts of generational poverty.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN AGREEMENT WITH CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION FOR SERVICES PROVIDED BY THE OFFICE OF COMMUNITY AND ECONOMIC DEVELOPMENT TO PRODUCE AND DELIVER A THREE-PART BILINGUAL (SPANISH AND ENGLISH) SMALL BUSINESS DEVELOPMENT WORKSHOP AND PROVIDE POST WORKSHOP FOLLOW-UP CONSULTATIONS TO WORKSHOP PARTICIPANTS AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

WHEREAS, the City of Madera recognizes that a strong and growing small business community has a positive impact on the local economy; and

WHEREAS, small business development education and outreach is essential to the continued growth of this business sector; and

WHEREAS, City Staff has developed a strong partnership and working relationship with the California State University, Fresno, Office of Economic Development; and

WHEREAS, services provided by the California State University, Fresno, Office of Economic Development will provide residents with the content, education and follow-up consulting needed to strengthen the City's small business community.

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

1. The above recitals are true and correct.
2. The Agreement with California State University, Fresno Foundation, a copy which is on file in the office of the City Clerk and referred to for particulars, is hereby approved in the amount of \$5,941.74.
3. The Mayor is authorized to execute the Agreement.
4. This resolution is effective immediately upon adoption.

* * * * *

Consulting Services Agreement

Small Business Resource Workshops

This consulting services agreement ("Agreement") is made and entered into by and between the **City of Madera** ("Agency") and the California State University, Fresno Foundation ("Foundation"), a California nonprofit public benefit corporation organized and operating as an auxiliary organization supporting Fresno State in accordance with California Education Code Sections 89900, et seq. and Title V CCR Sections 42400, et seq.). This Agreement shall be effective as of October 1, 2015 (the "Effective Date").

The Foundation agrees to provide the following services, and the Agency agrees to pay the Foundation for such services, as follows:

1. Consulting Services.

The Foundation shall provide the Agency the following consulting services (hereinafter referred to as the "Services"):

- Produce bilingual (English and Spanish) workshop flier for Agency to use in its participant recruitment efforts;
- Produce a curriculum for Small Business Resource Workshops with input from Agency staff or designee, including the selection of module topics that meet the needs of participants as deemed appropriate by Agency staff or designee;
- Collaborate with Foundation in securing guest speakers for each Small Business Resource Workshop;
- Deliver three (3) Small Business Resource Workshops to participants recruited by Agency at 205 W. Fourth Street, Madera, CA 93637;
- Provide two (2) staff to deliver and translate content at each Small Business Resource Workshop;
- Provide translation services (Spanish) for participants who require them at each Small Business Resource Workshop using translation devices provided by Agency;
- Provide written notice to Agency if a class session needs to be rescheduled, postponed or cancelled, and assist Agency in notifying participants, guest speakers and breakfast sponsor(s) of any changes to regularly scheduled Small Business Resource Workshops;
- Notify Agency staff or designee when all participants have left Agency facilities at the end of each Small Business Resource Workshop;
- Provide follow-up consultation appointments with Small Business Resource Workshop participants; and
- Coordinate the availability of meeting space at 205 W. Fourth Street, Madera, CA 93637 with Agency to provide follow-up consultations to Small Business Resource Workshop participants.

The Agency shall provide the Foundation the following:

- Recruit participants for Small Business Resource Workshops using the bilingual flier produced by Foundation;
- Provide access to its facilities for implementation of Services, including restrooms, meeting rooms, city council chambers, and any equipment need to accommodate Small Business Resource Workshop participants, Foundation staff and guest speakers;
- Staff or designee will assist Foundation in producing curriculum for Small Business Resource Workshops, including input on session topics that meet the needs of participants as deemed appropriate by Agency;
- Staff or designee will collaborate with Foundation in securing guest speakers for each Small Business Resource Workshop;
- Provide translation devices for participants, Foundation staff and guest speakers to utilize at each Small Business Resource Workshop session;
- Secure breakfast sponsor(s) for each Small Business Resource Workshop session;
- Provide written notice to Foundation if a Small Business Resource Workshop session needs to be rescheduled, postponed or cancelled, and assist Foundation in notifying participants, guest speakers and breakfast sponsor(s) of any changes to regularly scheduled Small Business Resource Workshop sessions;
- Assure that all facilities are locked and secured at the end of each Small Business Resource Workshop session; and
- Coordinate the availability of meeting space at 205 W. Fourth Street, Madera, CA 93637 for Foundation staff to provide follow-up consultations to Small Business Resource Workshop participants.

2. Term.

The Foundation shall provide the Services beginning on the Effective Date and expiring on December 31, 2015, unless earlier termination is requested by either party in accordance with section 7 below.

3. Payment.

The Agency agrees to pay the Foundation a Consulting Services Fee in the amount of Five-Thousand, Nine-Hundred and Forty-Two Dollars and Seventy-Four Cents (\$5,941.74) for the Services in two (2) installments in the amount of Two-Thousand, Nine-Hundred and Seventy Dollars and Eight-Seven Cents (\$2,970.87). The Agency agrees to pay the Foundation each installment no later than thirty (30) calendar days after the respective invoice date. A detailed explanation of the Consulting Services Fee can be found in Attachment A.

4. Reimbursement of Mileage.

All travel expenses incurred by the Foundation are included in the Consulting Services Fee.

5. Independent Contractor/Agency Status.

The Foundation and its employees shall perform this Agreement as an independent contractor and not as officers, employees, or agents of the Agency. The Foundation shall retain the right to perform similar services for others during the term of this Agreement.

6. Indemnity and Insurance.

To the extent of the Foundation's fault, the Foundation shall indemnify, defend, and hold harmless the Agency, its directors, officers, agents, and employees, from and against any and all claims, damages, losses, causes of action, and demands, arising out of the negligence or intentional misconduct of Foundation or its employees in connection with the performance of the Services. To the extent of the Agency's fault, the Agency shall indemnify, defend and hold harmless the Foundation, the Trustees of the California State University, the State of California, California State University, Fresno, and all of said entities' directors, officers, agents, and employees from and against any and all claims, damages, losses, causes of action and demands, arising out of the negligence or intentional misconduct of the Agency or its employees in connection with this Agreement. The obligation of each party to indemnify, defend and hold the other harmless as specified in this section 6 shall survive any expiration or earlier termination of this Agreement. Each party shall carry and maintain a general liability insurance policy and an automobile liability insurance policy with limits of no less than One- Million Dollars (\$1,000,000) combined single limit per occurrence coverage that insures against personal injury and property damage claims.

7. Termination of Agreement.

Either party hereto may terminate this Agreement at any time for any reason or no reason by providing the other party five (5) calendar days' advance written notice. In the event of early termination, the Agency shall pay the Foundation for work performed and obligations incurred to the date of termination of this Agreement. The Agency may then proceed with the work in any manner deemed appropriate by the Agency.

8. Worker's Compensation Insurance.

The Foundation agrees to provide all necessary Workers Compensation Insurance for its employees, at its own cost and expense.

9. Taxes.

The Foundation agrees that its employees working under this Agreement have no entitlement to any future work from the Agency or to any employment or fringe benefits from the Agency. Payments to the Foundation pursuant to this Agreement will be reported to federal and state taxing authorities as required. The Agency will not withhold any money from compensation payable to the Foundation. In particular, the Agency will not withhold FICA (social security), state or federal unemployment

insurance contributions, and/or state or federal income tax, or disability insurance. The Foundation agrees that it is independently responsible for the payment of all applicable payroll taxes with respect to Foundation employees working under this contract.

10. Notices.

All payments and any notices or communications under this Agreement shall be in writing and shall be deemed to be duly given if served personally on the party to whom notice is directed or shall be deemed served forty-eight (48) hours after the same has been deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed in the case of:

California State University, Fresno
San Joaquin Valley Rural Development Center
Attention: Ismael Díaz Herrera
5010 N. Woodrow Avenue, Suite 200
Fresno, CA 93740

With a copy to:

California State University, Fresno Foundation
Attention: Staff Counsel
2771 E. Shaw Avenue
Fresno, CA 93710

City of Madera
Attention: David R. Tooley
205 W. Fourth Street
Madera, CA 93637

11. No Entitlement.

The Foundation agrees that there is no entitlement to any future contracts or work from the Agency or to any employment or fringe benefits from Agency. The Agency agrees that the Foundation has no obligation to provide Services to the Agency after the expiration or earlier termination of this Agreement.

12. Governing Law and Venue.

This Agreement and the rights and obligations of the parties shall be construed and enforced in accordance with the laws of the State of California, excluding its choice of law provisions. The parties also agree that in the event of litigation venue shall only lie with the appropriate state court or federal court located in Fresno County.

13. Binding Effect.

This Agreement shall inure to the benefit of and shall be binding upon the Foundation and Agency and their respective heirs, executors, administrators, or successors.

14. Severability.

If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions of this Agreement.

15. Amendment.

The term of this Agreement shall not be amended in any manner whatsoever except by written agreement signed by the parties.

16. Entire Agreement.

This Agreement constitutes the entire agreement and understanding between the parties. There are no understandings, agreements, representations, or warranties, expressed or implied, not specified in this Agreement.

17. Attorneys Fees.

In the event that either party hereto initiates litigation against the other to interpret or to enforce any of the terms or conditions of this Agreement, the prevailing party shall be entitled to an award of its attorney fees and costs incurred in such litigation.

18. Compliance with Law.

The Foundation agrees to perform the Services outlined by the Agreement in a professional and a competent manner. Each party hereto agrees to abide by all applicable federal, state and local laws relative to the subject matter of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the parties on the date and year first-above written.

City of Madera

BY: _____
Robert L. Poythress, Mayor

Date: _____

California State University, Fresno Foundation

BY: _____
Deborah S. Adishian-Astone, Executive Director

Date: _____

BY: _____
Thomas McClanahan, Associate Vice President
Office of Research and Sponsored Programs

Date: _____

Attachment A — Consulting Services Fee: Detailed Budget

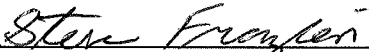
Consulting Service	Fee
30 hours of program development (i.e. marketing materials, workshop materials, printing) @ standard hourly rate of \$75/hour	\$2,250.00
15 hours of staff time for 3 workshop sessions x 2 staff @ standard hourly rate of \$75/hour	\$2,250.00
16.5 hours of follow-up consultation appointments (3 days) @ standard hourly rate of \$75/hour	\$1,237.50
177.6 round-trip miles for 3 workshop sessions 5048 N. Jackson Avenue, Fresno, CA 93710 ↔ 205 W. Fourth Street, Madera, CA 93637 @ .575 Fresno State mileage reimbursement rate	\$204.24
177.6 round-trip miles for 3 days of follow-up consultation appointments 5048 N. Jackson Avenue, Fresno, CA 93710 ↔ 205 W. Fourth Street, Madera, CA 93637 @ .575 Fresno State mileage reimbursement rate	
Payment:	\$5,941.74

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF October 7, 2015

AGENDA ITEM NUMBER B-14

APPROVED BY


DEPARTMENT DIRECTOR


for CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A MINUTE ORDER OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE ACCEPTANCE OF A NATIONAL INSURANCE CRIME BUREAU VEHICLE DONATED TO THE MADERA POLICE DEPARTMENT AND AUTHORIZE THE CHIEF OF POLICE TO EXECUTE ALL DOCUMENTS NECESSARY TO ACCEPT THE DONATION.

RECOMMENDATION:

Council approves the minute order accepting the donation from the National Insurance Crime Bureau and authorizing the Chief of Police to execute all documents necessary to accept the donation.

BACKGROUND:

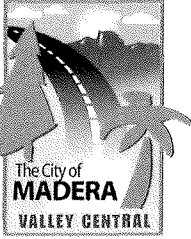
National Insurance Crime Bureau has a vehicle that they would like to donate to Madera PD to enhance the PD's efforts in vehicle theft suppression.

In 2008 we requested and received approval from Council to participate in a vehicle lease agreement with The National Insurance Crime Bureau (NICB). The NICB has developed a program designed to assist law enforcement agencies by providing them with recovered stolen vehicles. The program leases recovered stolen vehicles to agencies for one dollar; the lease is for one to three years. The vehicles in question were stolen and the owner/lending institution have received compensation from their insurance agency. The insurance agency takes possession of the recovered vehicle and the vehicles are thoroughly inspected, repaired if needed and certified as sound. The vehicles are then turned over to the NICB who is the nation's leading not-for-profit organization dedicated exclusively to preventing, detecting and defeating insurance fraud and vehicle theft. The NICB then offers vehicles for use to law enforcement agencies

as long as the agency dedicates some time to the prevention, investigation and apprehension of vehicle theft crimes. The Department has benefited from this program since 2008. NICB vehicles are used by our Special Investigation Team at an approximate savings of \$75,000 to the City.

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.



[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 7, 2015

Agenda Number: B-15


Department Director


City Administrator

SUBJECT: CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR AND FINANCE DIRECTOR TO ENGAGE SELECTED PARTIES FOR PROFESSIONAL SERVICES RELATING TO THE ISSUANCE OF WASTEWATER AND WATER REVENUE REFUNDING BONDS

RECOMMENDED ACTION

Staff recommends that the City Council adopt a resolution directing the City Administrator and Finance Director to execute amended agreements of the selected parties for professional services required to complete the refunding.

BACKGROUND

As part of the City's ongoing effort to implement cost reduction. The City has identified an outstanding bond issue that could be refinanced for debt service savings.

Issue	Original Amount	Outstanding Amount	Final Maturity	Average Interest Rate Remaining
2006 Water & Wastewater Revenue Bonds	\$35,995,000	\$30,440,000	3/1/2036	4.72%

(1) Comprised of \$28,395,000 for the wastewater system and \$2,045,000 for the water system

In 2006 the City approved the issuance of the 2006 Water and Wastewater Revenue Bonds in the original amount of \$35.995 million. The 2006 Bonds are secured by net water and wastewater revenues received by the City. Proceeds from the Bonds were used to finance improvements to the City's water and wastewater systems, and to refinance prior bonds.

DISCUSSION

Initially the City and the Madera Public Financing Authority were going to sell refunding bonds to the public markets but the economics required a favorable bond rating and securing bond insurance. Before proceeding in this fashion, however, staff and the Municipal Advisors approached several financial institutions to directly place the bonds as an alternative to the public offering. The benefit of a direct placement is much lower fees including no need for a rating, no costs to insure the transactions and no official statement. The City/Authority now intends to issue two series of bonds to refinance the City's 2006 Bonds at a lower interest rate to realize annual debt service savings through the issuance of the following:

Wastewater Revenue Bonds, Series 2015

Water Revenue Bonds, Series 2015

It is anticipated that the two series of bonds will be directly placed with TPB Investments, Inc. a wholly owned subsidiary of Western Alliance Bank. TPB Investments was selected because it was the only financial institution that was able to provide the financing over the remaining term of the existing bonds, and it offered favorable rates. The proposed resolution directs staff to amend the existing agreements it entered into when initially considering a public offering. Stifel, Nicolaus & Company, Inc. and First Southwest, LLC will serve as Co-Placement Agents instead of Co-Managing Underwriters and the contract with Orrick, Herrington & Sutcliffe, LLP will be amended to have them serve as bond counsel.

- Bond Counsel

Bond counsel drafts the bond documents and ensures that all legal requirements critical to the validity of the bonds are satisfied. Bond Counsel advises and opines that the bonds bear tax-exempt interest under Federal and State law.

- Placement Agent

The Placement Agent is an investment banking firm that is responsible for placing the bonds with investors. The Placement Agent will also help with the structuring of the financing.

FINANCIAL IMPACT

Initially the Co-Managing Underwriters (Stifel, Nicolaus & Company, Inc. and First Southwest, LLC) were going to work for a fee paid as a percentage of the par amount of bonds aka an Underwriter's Discount. In our last set of publicly offered numbers this fee equated to \$213,635 or 0.75% of the par amount of the refunding bonds. Since shifting to a direct placement sale, the fee of the Co-Placement Agents is now proposed to be \$50,000.

Initially, Bond Counsel (Orrick Herrington & Sutcliffe) proposed a fee to act as both Bond Counsel and Disclosure Counsel for a fee of \$65,000. Now since we no longer need the services of Disclosure Counsel to prepare the official statements, their fee is being amended to \$40,000 plus \$1,500 of expenses.

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.

RESOLUTION NO. ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA AUTHORIZING THE CITY ADMINISTRATOR AND
FINANCE DIRECTOR TO ENGAGE SELECTED PARTIES FOR
PROFESSIONAL SERVICES RELATING TO THE ISSUANCE OF
WASTEWATER AND WATER REVENUE REFUNDING BONDS

WHEREAS, the City of Madera (the "City") is duly organized and existing under the laws of the State of California and is authorized to refund outstanding indebtedness; and

WHEREAS, the Madera Public Financing Authority (the "Authority") proposes to issue its Wastewater Revenue Refunding Bonds, 2015 Series A (the "Wastewater Bonds") and its Water Revenue Refunding Bonds, 2015 Series B (the "Water Bonds" and, together with the Wastewater Bonds, the "Bonds") in an amount not to exceed \$35,000,000; and

WHEREAS, the Authority proposes to use a portion of the proceeds of the Wastewater Bonds to refund a portion of the Authority's Water and Wastewater Revenue Bonds, Series 2006 (the "2006 Bonds") pursuant to the Master Installment Sale Agreement for the City of Madera Wastewater Project, dated as of March 1, 2006, and the Second Supplemental Wastewater Installment Sale Agreement, each by and between the City and the Authority; and

WHEREAS, the Authority proposes to use a portion of the proceeds of the Water Bonds to refund a portion of the 2006 Bonds pursuant to the Master Installment Sale Agreement for the City of Madera Water Project, dated as of March 1, 2006, and the Third Supplemental Water Installment Sale Agreement, each by and between the City and the Authority;

WHEREAS, on May 6, 2015, the City Council of the City of Madera (the "City Council") approved a resolution stating its intent to sell the Bonds publicly with Stifel, Nicolaus & Company, Inc. and First Southwest, LLC serving as the underwriters (the "Underwriters"), Del Rio Advisors, LLC and Urban Futures Inc. serving as the municipal advisors and Orrick, Herrington & Sutcliffe, LLP serving as bond counsel ("Bond Counsel"); and

WHEREAS, the City Council has determined to authorize the sale of Bonds through a private placement with TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, as purchaser, and Stifel, Nicolaus & Company, Inc. and First Southwest, LLC serving as the placement agents (collectively, the "Placement Agents");

WHEREAS, the City has duly considered and wishes at this time to direct staff to engage professional services relating to the issuance of Bonds in the public interests of the City and to modify the fee arrangement with Bond Counsel.

NOW THEREFORE, BE IT RESOLVED, by the City Council, as follows:

Section 1. Engagement of Professional Services. The City Administrator and the Finance Director (each, an “Authorized Officer”) are hereby authorized to execute professional services agreements, in a form acceptable to the City Attorney, on behalf of the City as follows:

A. The Authorized Officers are authorized to engage Stifel, Nicolaus & Company, Inc. and First Southwest, LLC as the Placement Agents in connection with the sale, issuance and delivery of the Bonds.

B. The Authorized Officers are authorized to engage Orrick, Herrington & Sutcliffe, LLP, as Bond Counsel (the “Bond Counsel Agreement”), for legal services in connection with the issuance of the Bonds.

Section 2. Further Actions. The Authorized Officers, and each of them individually, are hereby authorized to cause to be submitted to the City Council for approval prior to the issuance, sale and delivery of the Bonds and the refunding of the 2006 Bonds the substantially final forms of the indentures or similar instruments and such other agreements and documents as are necessary or customary to implement the issuance, sale and delivery of the Bonds and to refund, defease, redeem and otherwise provide for the payment of the 2006 Bonds, and such actions heretofore taken by such Authorized Officers are hereby ratified, confirmed and approved.

Section 3. Effective Date. This Resolution shall take effect from and after the date of its passage and adoption.

PLACEMENT AGENT ENGAGEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 7th day of October, 2015, by and among the City of Madera (the "Issuer") and Stifel, Nicolaus & Company ("Stifel") and First Southwest Company, LLC ("FirstSouthwest"), (the "Placement Agents"), with reference to the following:

RECITALS

WHEREAS, the Issuer plans to issue its Water and Wastewater Revenue Bonds, Series 2015 (the "Bonds") to refinance outstanding obligations of the City's Water and Wastewater Funds as a private placement (the "Project"); and

WHEREAS, the Issuer desires and is authorized by law to retain the services of the Placement Agents in connection with the issuance of the Bonds; and

WHEREAS, the Placement Agents agree to be retained by the Issuer and to provide to the Issuer the services described in this Agreement; and

WHEREAS, the Placement Agents agree to act as placement agents, subject to the conditions set forth in this Agreement;

NOW therefore, for and in consideration of the mutual promises, covenants, and conditions contained in this Agreement, the parties agree as follows:

Scope of Services

The Issuer has engaged the Placement Agents to perform various services related to the issuance of the Bonds, which are to be performed within the framework of all relevant rules and regulations. All services are provided on an arm's length, commercial basis and may or may not be provided in conjunction with services provided by other advisors to the Issuer, such as, but not limited to, a financial advisor or a municipal advisor.

With this understanding, the Placement Agents may provide the following services and perform the following functions with respect to the Bonds:

A. Structuring the Financing

1. The Placement Agents will work with the Issuer, its bond counsel, financial advisors, disclosure counsel, and other members of the Issuer's financing team in evaluating specific terms and conditions affecting the Bonds with the purposes of meeting the Issuer's financing objectives and assuring appropriate credit quality;
2. The Placement Agents will work with the Issuer to create a feasible and efficient structure for the Bonds in order to meet the Issuer's objectives and enhance the Bonds' marketability;
3. The Placement Agents will assist in the review of all documents necessary to implement the issuance of the Bonds, including, but not limited to, authorizing resolutions, installment sales agreements, trust agreements, and preliminary and final official statements, if any, as required.

B. Placement of the Securities

1. In conjunction with other members of the financing team, the Placement Agents will provide information and material as needed for purchasers of the Bonds and rating agencies and/or bond insurance companies, if necessary;
2. The Placement Agents will provide market information with regards to on the timing of the sale or placement of the Bonds;
3. The Placement Agents will serve as the intermediary between the Issuer and the purchaser(s) of the Bonds to effect the implementation of the Financing Program.

Regulatory Disclosure

Issuer is aware of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Securities and Exchange Commission's adopted rule commonly known as the "Municipal Advisor Rule" (SEC Rule 15Ba1-1 to 15Ba1-8 - "the Rule") and the underwriter exclusion from the definition of "municipal advisor" for a firm serving as an underwriter or placement agent for a particular issuance of municipal securities. Some of the services that the Placement Agents will be called upon to perform, such as providing advice with respect to the sizing, structure, timing and terms of the Bond issuance, are services that are also commonly provided by financial advisory firms.

However, in providing such services for the Bonds, the parties understand and agree that Stifel and FirstSouthwest are serving as placement agents for this transaction and are permitted to give advice and recommendations under the "underwriter exclusion" provision of the Rule. Issuer agrees that Stifel and FirstSouthwest will not be serving as the Issuer's financial advisors or acting as agents or fiduciaries for the Issuer and that the Issuer will be consulting with its own legal, financial and other advisors. This Agreement and relationship shall be either executed, approved or acknowledged by the governing board of the Issuer (the "Governing Board").

Disclosures Required by MSRB Rule G-17 Concerning the Role of the Placement Agents

1. Municipal Securities Rulemaking Board ("MSRB") Rule G-17 requires a placement agent to deal fairly at all times with both municipal issuers and investors.
2. A placement agent's primary role is to place securities directly with an investor or investors on behalf of the issuer without first purchasing the securities, and the Placement Agents have financial and other interests that differ from those of the Issuer.
3. Unlike a municipal advisor, a placement agent does not have a fiduciary duty to an issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
4. The Placement Agents will review the official statement for the securities, if any, in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosures Concerning Placement Agents' Compensation

The Placement Agents will be compensated by a fee agreed upon with the Issuer in connection with the private placement of the Bonds. Payment or receipt of the placement agent fee will be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal amount

of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the Placement Agents may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest Disclosures

The Placement Agents have not identified any additional potential or actual material conflicts that require disclosure.

Disclosures Relating to Complex Municipal Securities Financing

Since the Placement Agents have not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Issue are not required under MSRB Rule G-17.

However, if the Placement Agents recommend, or if the Issue is ultimately structured in a manner considered a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and are reasonably foreseeable at that time.

Limitation of Duties

The Issuer acknowledges and agrees that the Placement Agents are not making a commitment to extend credit, make a loan or otherwise fund the Project. The Issuer acknowledges that the services provided under this Agreement involve professional judgment by the Placement Agents and that the results cannot be, and are not, guaranteed.

As addressed above, among the services that the Placement Agents may perform under this Agreement is assistance in preparation of, and/or review of the preliminary and final official statements for the Bonds, if any. We note, however, that under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. Our assistance with respect to, review of the official statement will be solely for purposes of satisfying our obligations under the federal securities laws and such assistance and/or review should not be construed by the Issuer as a guarantee of the accuracy or completeness of the information in the official statement.

Expenses

The Issuer, from the Bond proceeds, will pay the Placement Agents for services rendered under the terms of this Agreement, and will separately pay for the following, as applicable: legal fees, including disclosure counsel; rating agency and credit enhancement fees including all related travel (if any); the cost of financial advisors, statistical, computer, and graphics services (if any), cost of printing and distribution of the official statements and expense of publication, advertising, and informational meetings; and the costs of fiscal agent or bond trustee and registrar.

Compensation

The Placement Agents agree to prepare and coordinate all aspects of the sale of the Bonds by the Issuer to an investor or investors. The Placement Agents will be paid an amount equal to \$25,000 for each of the Placement Agents, only when the Bonds are sold. . The placement agent fee is contingent on a successful sale of the Bonds and is payable from the proceeds of the Bonds.

Term of Agreement

This Agreement is to continue until the Project is financed or until the Governing Board formally abandons the Project, unless previously terminated by mutual written consent of the parties.

This Agreement may be terminated at any time by the Issuer, upon five business days' prior notice to such effect to the Placement Agents, or by the Placement Agents upon five business days' prior notice to such effect to the Issuer.

Severability of Provisions

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law.

Governing Law

This Agreement, and the rights and obligations of the parties, shall be construed, interpreted and enforced pursuant to the laws of the State of California, and exclusive venue in any and all actions existing under this Agreement shall be laid in the action or proceeding which Issuer or Placement Agents may be required to prosecute to enforce its respective rights within this Agreement. The unsuccessful party agrees to pay all costs incurred by the prevailing party, including reasonable interest and attorney's fees, to be fixed by court, and said costs, interest, and attorneys' fees shall be made a part of the judgment in said action. Prior to the commencement of any litigation concerning this Agreement, the Issuer and the Placement Agents agree to first submit any disagreements to mediation. This mediation requirement is intended to reduce the costs of dispute resolution for both parties.

Subcontractors

The Placement Agents shall, with the prior written approval of the Issuer, use such subcontractors as are necessary in the fulfillment of this Agreement.

Miscellaneous

Nothing contained in this Agreement shall preclude the Placement Agents from carrying on its customary and usual business activities. The Placement Agents specifically reserve the right, but are not obligated, to bid for and maintain secondary markets on any Issuer outstanding bonds subject to appropriate information barriers. Services provided by the Placement Agents in connection with this Agreement shall not limit the Placement Agents from providing services for the Issuer in conjunction with other services requested by the Issuer except as limited by rule of law or regulation.

In connection with services to be performed under this Agreement, it is understood that the Placement Agents will render professional services as an independent contractor. Neither the Placement Agents nor any of their Agents or employees shall be deemed an employee of the Issuer for any purpose.

The Placement Agents shall not assign or otherwise transfer any interest in this Agreement without the prior written consent of the Issuer.

The Issuer acknowledges and recognizes Stifel and FirstSouthwest as Placement Agents with respect to the municipal securities referenced for purposes of MSRB Rule G-23 and Securities and Exchange Commission Rule 17 CFR (Registration of Municipal Advisors) and acknowledges receipt of the G-17 disclosures included in this Agreement.

This Agreement constitutes the entire agreement between the parties relating to the Project and supersedes any prior understandings or representations. The Agreement may be amended or modified only by a writing signed by both parties. It is solely for the benefit of the Issuer and the Placement Agents, and no other person.

This Agreement is submitted in duplicate originals. The acceptance of this Agreement by the Issuer will occur upon the return of one original executed by an authorized Issuer representative, and the Issuer hereby represents that the signatory below is so authorized.

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

Stifel, Nicolaus & Company, Incorporated

First Southwest Company, LLC

By: _____

By: _____

James R. Cervantes
Managing Director

Elena Zaretsky
Senior Vice President

Date: _____

ACCEPTANCE:

By: _____
Tim Przybyla, Finance Director

Date: _____

AMENDED AND RESTATED AGREEMENT FOR BOND COUNSEL SERVICES

2015 Water and Sewer Refunding Bonds

THIS AGREEMENT is entered into as of October 7, 2015 between the CITY OF MADERA (the “City”) and the Madera Public Financing Authority (the “Issuer”) and ORRICK, HERRINGTON & SUTCLIFFE LLP (“Orrick”), as follows:

Recitals

- A. City and the Issuer desire to engage Orrick as bond counsel in connection with the refunding of the Issuer’s Wastewater Revenue Bonds, Series 2006 (the “Prior Bonds”):
- B. To refund the Prior Bonds, the City intends to cause the Issuer to issue approximately \$29 million in fixed-rate securities (the “Bonds”) in two separate series, one for the Water enterprise and one for the Wastewater Enterprise.
- C. The Bonds will be sold privately to one or more banks and will not be offered to the public.
- D. Orrick possesses the necessary professional capabilities and resources to provide the legal services required by Issuer as described in this Agreement.
- E. This Amended and Restated Agreement supersedes and replaces the Agreement for Bond and Disclosure Counsel Services between the City and Orrick dated as of May 1, 2015.

Agreements

1. Scope of Services.

Bond Counsel Services: Orrick will render the following services as bond counsel to the Issuer and the City:

- (1) Consultation with representatives of the Issuer and the City, including the City Manager, City Attorney, Director of Finance, the City’s financing and accounting staff, financial advisors, underwriters, and others, with respect to the timing, terms and legal structure of the proposed financing.
- (2) Preparation of documents to be adopted or entered into by the Issuer and the City required for the authorization, sale and issuance of the Bonds, including preparation of the resolutions, installment sale agreements and trust agreements for each enterprise and a refunding escrow agreement (the “Major Legal Documents”).

(3) Preparation of final closing papers to be executed by the Issuer and the City required to effect delivery of the Bonds and coordination of the Bond closing.

(4) Rendering of Bond Counsel's customary final legal opinion on the validity of the securities and, with respect to the tax-exempt securities, the exemption from gross income for federal income tax purposes and from California personal income tax of interest thereon.

(5) Rendering of Bond Counsel's customary defeasance opinion to the Trustee with respect to the Prior Bonds.

Orrick, City and Issuer acknowledge that the City and the Issuer have the City Attorney to render day-to-day and ongoing general counsel legal services. Orrick shall circulate documents to and coordinate its services with the City Attorney to the extent requested by the City, the Issuer or the City Attorney.

In rendering opinions and performing legal services under this Agreement, Orrick shall be entitled to rely on the accuracy and completeness of information provided and certifications made by, and opinions provided by counsel to, Issuer, property owners and other parties and consultants, without independent investigation or verification.

Orrick's services are limited to those specifically set forth above. Orrick's services do not include representation of the City or the Issuer or any other party to the transaction in any litigation or other legal or administrative proceeding involving any of the Bonds, the Project or any other matter. Orrick's services also do not include any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property. Orrick's services do not include any financial advice or analysis. Orrick will not be responsible for the services performed or acts or omissions of any other participant. Also, Orrick's services will not extend past the date of issuance of the Bonds and will not, for example, include services related to rebate compliance, continuing disclosure or other post-issuance compliance (although BLX Group LLC, a subsidiary of Orrick, may be available for separate engagement to provide such services pursuant to separate contract) or otherwise related to the Bonds, Bond proceeds or the Prior Bonds after issuance of the Bonds.

2. Compensation and Reimbursements.

(A) Compensation.

For Bond Counsel Services, Orrick shall be paid a fixed fee at the time of issuance of the Bonds of \$40,000.

Orrick shall also be paid a fixed amount of \$1,500 to cover expenses and transcript production and distribution (in the form of 3-ring binders or CD ROM); provided, that any filing, publication, recording or printing costs or similar third party costs required in connection with the Bonds shall be paid directly by City or

Issuer, but if paid by the Orrick on behalf of City or Issuer, shall be reimbursed to Orrick on demand.

- (B) Payment. Fees and expenses shall be payable by City or Issuer at or after issuance of the Bonds. Payment of all fees and expenses hereunder shall be made at closing from proceeds of the Bonds and shall be entirely contingent upon issuance of the Bonds.
- (C) Termination of Agreement and Legal Services. This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from any party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by City and Issuer, shall, at the option of City and Issuer, become property of the City and Issuer and shall be delivered to them or to any party designated; provided that Orrick shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by City or Issuer, Orrick shall be paid for all satisfactory work, unless the termination is made for cause, in which event compensation, if any, shall be adjusted in the light of the particular facts and circumstances involved in the termination. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon issuance of the Bonds; provided that city and Issuer shall remain liable for any unpaid compensation or reimbursement due under Section 2 hereof. Upon termination, Orrick shall have no future duty of any kind to or with respect to the Bonds, the Prior Bonds, the City or the Issuer.

3. Nature of Engagement; Relationships With Other Parties.

The role of bond counsel, generally, is to prepare or review the procedures for issuance of the bonds, notes or other evidence of indebtedness and to provide an expert legal opinion with respect to the validity thereof and other subjects addressed by the opinion. Consistent with the historical origin and unique role of such counsel, and reliance thereon by the public finance market, Orrick's role as bond counsel under this Agreement is to provide an opinion and related legal services that represent an objective judgment on the matters addressed rather than the partisan position of an advocate.

In performing its services in connection with the Bonds, Orrick will act as special counsel to the City and the Issuer with respect to issuance of the Bonds; i.e., Orrick will assist the City Attorney in representing the City and the Issuer but only with respect to validity of the Bonds and the Major Legal Documents and the tax status of interest on the Bonds to the extent described above, and in a manner not inconsistent with the role of bond counsel described above.

Issuer acknowledges that Orrick regularly performs legal services for many private and public entities in connection with a wide variety of matters. For example, Orrick has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in the Bond

financing or the Project or that may be involved with or adverse to Issuer in this or some other matter. Orrick agrees not to represent any such entity in connection with the Bond financing, during the term of this Agreement, without the consent of the City and the Issuer. Given the special, limited role of bond counsel described above, the City and the Issuer acknowledge that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that Orrick may have had, have or enter into, and Issuer specifically consents to any and all such relationships.

4. Limitation of Rights to Parties; Successor and Assigns.

Nothing in this Agreement or in any of the documents contemplated hereby, expressed or implied, is intended or shall be construed to give any person other than the City, the Issuer and Orrick any legal or equitable right or claim under or in respect of this Agreement, and this Agreement shall inure to the sole and exclusive benefit of the City, the Issuer and Orrick.

Orrick may not assign its obligations under this Agreement without written consent of the City and the Issuer except to a successor partnership or corporation to which all or substantially all of the assets and operations of Orrick are transferred. The City or the Issuer may assign their rights and obligations under this Agreement to (but only to) any other public entity that issues the Bonds (if not the Issuer). Issuer and City shall not otherwise assign their rights and obligations under this Agreement without written consent of Orrick. All references to Orrick, City and Issuer in this Agreement shall be deemed to refer to any such successor of Orrick and to any such assignee of City or Issuer and shall bind and inure to the benefit of such successor and assignee whether so expressed or not.

5. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

6. Notices.

Any and all notice pertaining to this Agreement shall be sent by U.S. Postal Service, first class, postage prepaid to Orrick at:

Orrick, Herrington & Sutcliffe LLP
405 Howard St.
San Francisco, CA 94105
Attention: John H. Knox, Esq.,

and to City and Issuer at:

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

City, Issuer and Orrick have executed this Agreement by their duly authorized representatives as of the date provided above.

CITY OF MADERA

By _____
City Manager

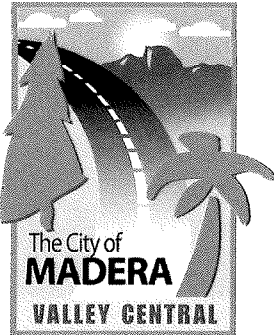
MADERA PUBLIC FINANCING AUTHORITY

By: _____
Executive Director

ORRICK, HERRINGTON & SUTCLIFFE LLP

By _____
Partner

Report to City Council



Council Meeting of October 7, 2015

Agenda Item Number B-16

Approved by:

Department Director

City Administrator

Consideration of a Resolution Approving a Medical Services Agreement with Concentra

RECOMMENDATION

Staff recommends Council adopt the resolution approving a Medical Services Agreement with Concentra.

HISTORY

In anticipation of the expiration of the City's existing agreement for medical services in mid-October 2015, staff prepared and distributed a request for proposals (RFP) to provide medical services. The RFP was directly mailed to three known local providers, posted on the City's website and advertised in the Madera Tribune.

SITUATION

The City has a need for ongoing medical services to provide pre-employment physicals including drug screens and back x-rays, safety sensitive driver drug and alcohol testing, commercial driver physical examinations, industrial injury exam and treatment, and fitness for duty exams. Based on submittals in the RFP process, staff is recommending entering into an agreement with Concentra to provide these services. Concentra has been an existing service provider to the City and has had acceptable performance under their current agreement for services.

The proposed agreement is for a three year term, with the option to extend the agreement annually by mutual consent not to exceed a total of five years.

FISCAL IMPACT

Departments with a need for medical services have monies for these services included in their annual budget.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Provision of medical services is 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.

RESOLUTION No. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MADERA APPROVING A MEDICAL SERVICES AGREEMENT WITH
CONCENTRA

WHEREAS, the City of Madera (City) has a need for ongoing medical services and prepared a request for proposals soliciting bids to provide such services; and

WHEREAS, bids were received for medical services through a competitive process; and

WHEREAS, Concentra is the provider of choice after review of the proposal submitted in response to the City's Request for Proposals; and

WHEREAS, Concentra is qualified to provide the needed services; and

WHEREAS, a Medical Services Agreement between the City and Concentra has been prepared and is on file with the Office of the City Clerk and referred to for further particulars.

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

1. The above recitals are true and correct.
2. The bid for services is awarded to Concentra.
3. The Medical Services Agreement between the City and Concentra, a copy of which is on file with the office of the City Clerk and referred to for further particulars, is approved.
4. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
5. This resolution is effective immediately upon adoption.

* * * * *

CITY OF MADERA MEDICAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the 7th day of October, 2015, by and between the CITY OF MADERA, a municipal corporation of the State of California, hereinafter called "City" AND Occupational Health Center of California, a Medical Corporation, hereinafter called "Service Provider";

RECITALS:

- A. The City desires to make available to its employees comprehensive medical services in an efficient and economical manner.
- B. Service Provider is a firm having the necessary experience and qualifications to provide physician services to those employees eligible for medical services required by the City and Workers' Compensation.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements herein contained, it is agreed by and between the City and the Service Provider as follows:

1. Services. The City hereby employs Service Provider to provide medical services for employees herein set forth at the compensation and upon the terms and conditions herein expressed, and Service Provider hereby agrees to perform such services for said compensation, and upon said terms and conditions. City hereby authorizes Service Provider to commence work on October 19, 2015.

2. Obligations, duties and responsibilities of Service Provider. It shall be the duty, obligation and responsibility of the Service Provider, in a skilled and professional manner, to perform the medical services (the "Services") in accordance with the Scope of Work identified in the RFP attached hereto as Exhibit 1. Service Provider shall invoice the City monthly and the City shall remit payment to Service Provider within thirty (30) days of receipt of invoice.

3. Service Provider's fees and compensation: amount, how and when payable.

- 3.1 Service Provider agrees to provide services pursuant to the fee schedule attached hereto as Exhibit 2.
- 3.2 It is understood that Service Provider will receive payment for Services rendered related to workers' compensation claims in accordance with

The Official Medical Fee Schedule promulgated by the California Department of Industrial Relations, Division of Workers' Compensation.

- 3.3 It is expressly understood that Service Provider shall coordinate the submission of billings to the City on behalf of all other medical services or service providers, for all health services rendered as listed in the Scope of Work in the RFP attached hereto as Exhibit 1, except for services rendered related to workers' compensation claims.
- 3.4 Payment shall be made directly by the City or its Third Party Administrator for Worker's Compensation claims, Acclamation Insurance Management Services (AIMS), to the Service Provider within thirty (30) days of receipt of billing.

Non-Workers' Compensation Claims - for all claims excluding Workers' Compensation claims. All claims will include patient name, date of service and type of services provided. Billings to be made directly to the following address:

City of Madera Human Resources
Department Attn: Diana Rosas
205 W. 4th Street
Madera, CA 93637

Workers Compensation Claims - all claims for Workers Compensation related services will be billed directly to the following address:

AIMS
P. O Box 28100
Fresno, CA 93726

4. Term of agreement. This Agreement shall be in effect for a three-year period starting October 19, 2015 with the option to extend annually thereafter by written mutual consent by both parties by executed amendment, not to exceed a total of five (5) years.

5. Service provider's agreement to hold harmless and insurance requirements.

5.1 Independent contractor. In the furnishing of the services provided herein, the Service Provider is acting as an independent contractor and not as an employee of the City.

5.2 Indemnification and Waivers. Service Provider shall indemnify, save, protect, and hold harmless the City of Madera, the members of the City Council of said City and all other officers, volunteers and employees of said City against and

from all claims, suits, actions, demands or liability whatsoever to any person or persons by reason of personal injuries or death or damage or destruction of property caused by the negligent acts or omissions of Service Provider in performing under this Agreement, or extension thereof, or by Service Provider's failure to comply with any of the terms or provisions of said Agreement. This indemnity provision does not apply to Liabilities arising out of or relating to the sole negligent acts or omissions of the City.

5.3. Insurance. During the term of this Agreement, Service Provider shall maintain, keep in force and pay all premiums required to maintain and keep in force commercial general liability, workers' compensation, medical malpractice and employer's liability insurance. The limits and coverages provided by such policies shall be as required in Exhibit 1 of this Agreement.

6. Confidentiality.

6.1. The parties recognize and acknowledge that in the course of performing its duties and obligations under this Agreement such parties may have access to the other party's trade secrets and confidential or proprietary information (the "Confidential Information"). Each party hereby agrees that, except when required by law, it will not disclose, in whole or in part, such Confidential Information for its own purposes or for the benefit of any other person, firm, partnership, association, corporation or business organization, entity or enterprise. In connection therewith, each party any employee or agent of a party that has access to the Confidential Information of the other party will adhere to and be subject to the terms of this Section 6(a). Both parties shall maintain the confidentiality of medical records generated hereunder in accordance with applicable law and shall protect from disclosure any protected health information, as defined in 45 CFR §160.103.

6.2. The parties agree that, in the event of a disclosure or threatened disclosure of such Confidential Information in a manner inconsistent with the terms of this Agreement, through any means whatsoever, the injured party may terminate this Agreement and may, in addition to any other remedies to which it may be entitled: (i) demand the return of any and all documents or other tangible items which reflect, reveal, disclose, constitute, compromise, or embody such Confidential Information and any or all copies thereof, whereupon the party disclosing, or threatening to disclose, such Confidential Information in a manner inconsistent with the terms of this Agreement shall promptly comply with such demand; (ii) be entitled to institute and prosecute proceedings in a court of competent jurisdiction to obtain temporary and/or permanent injunctive relief to enforce any provision hereof, without the necessity of proof of actual injury, loss or damage; and (iii) recover damages, losses, and expenses of any nature, including without limitation attorneys' fees, arising out of, resulting from or otherwise relating to such disclosure or threatened disclosure. Anything contained in this Section 6.2 to the contrary notwithstanding, each of the parties to this Agreement shall not be required to return or deliver any documents or other tangible items relating to such Confidential Information, if such return or

delivery would directly violate any express provisions of an applicable order of a court of competent jurisdiction. It is the intention of the parties hereto that, in enforcing the provisions of this Section 6.2, a court may take into consideration, among other factors, each of the parties' interest in maintaining the confidentiality of such Confidential Information. Anything contained in this Section 6.2 to the contrary notwithstanding, the provisions of this Section 6.2 are not intended to cover information, which is in the public domain or becomes generally known.

This Section 6 shall survive the termination of this Agreement.

7. Medical Records.

7.1. Custodian. Concentra shall serve as the custodian of medical records created at the clinic during the term of this Agreement. Concentra, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement. Concentra shall also abide by all applicable laws related to medical record retention. Client acknowledges that Concentra will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable).

7.2. Access. Client understands and acknowledges that the Client is not entitled to access any patient medical records except to the extent minimally necessary to determine a workers compensation claim. Concentra is a "covered entity" as enumerated in 45 CFR §160.103. As a covered entity, Concentra may only disclose protected health information as authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs, established by law, that provide benefits for work-related injuries or illness without regard to fault.

7.3. Retention and Destruction. Upon the termination of this Agreement for any reason, Client shall bear the expense of managing medical records that may be required by law to be retained by the Client. Concentra shall maintain all records created against the applicable statutory and regulatory requirements. Should Client request records be maintained by Concentra beyond any state, local or federal rule due to an ongoing audit or legal matter, then Client shall be invoiced for such retention as a separate line item as a standard Service under this Agreement for as long as such records are retained.

This Section 7 shall survive the termination of this Agreement.

8. Audit. Upon Client providing thirty (30) days advance written notice to Concentra, Client may inspect the books (excluding confidential proprietary data), procedures, and records of Concentra to monitor compliance with this Agreement. Upon such request, such audit is at Client's sole expense and is responsible for any reasonable fees incurred by Concentra to assist in providing such access (including, but not limited to, reasonable copy charges, hourly rates for personnel to provide

requested materials for such audit, and supplies needed to provide such access). If an audit is requested and performed by Client, then Client will be invoiced as a separate line item on the next monthly billing statement as a standard Service provided under this Agreement

9. Legislative Modification. Notwithstanding any other provision to the contrary: (a) in the event that any federal, state, or local law, rule, regulation, or interpretation thereof at any time during the term of this Agreement prohibits, restricts, or in any way materially changes the method or amount of reimbursement or payment for services under this Agreement, then this Agreement shall, in good faith, be amended by the parties to provide for payment of compensation in a manner consistent with any such prohibition, restriction, or limitation; and (b) with respect to any law, rule, regulation, or interpretation thereof which results in a material increase in the cost of services provided by Concentra hereunder, Concentra shall have the right to increase its fees to reach that level of prices at which it is willing to provide services hereunder. With respect to any other prohibition, restriction, or change that causes this Agreement to be impermissible or materially different in its effect than contemplated herein, the parties hereto will, in good faith, negotiate and amend this Agreement to cause their relationship to be as consistent as possible with that which is created herein; if this Agreement is not so amended in writing prior to the effective date of said prohibition, restriction, or change, either party may terminate this Agreement upon written notice to the other party.

10. Attorney's fees/venue. In the event that any action is brought to enforce the terms of this Agreement, the party found by the court to be in default agrees to pay reasonable attorney's fees to the successful party in an amount to be fixed by the Court. The venue for any claim being brought for breach of this Agreement shall be in Madera County.

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

12. Termination. This agreement may be terminated by either party upon giving thirty (30) days written notice of intent to terminate this Agreement.

Notice of termination shall be mailed to the City:

City of Madera
Purchasing-Central Supply
1030 South Gateway Drive
Madera, CA 93637

To the Service Provider:

Occupational Health Centers of California, a Medical
Corporation
5080 Spectrum Drive, Suite 1200W
Addison, Texas 75001
Attn: Legal - Contracts

In the event of such termination, Service Provider shall be paid for work completed to date of termination, and any such work shall become the property of the City and the amount of final fee due and payable by City to Service Provider will be subject to negotiation but in no event less than the fees for service pursuant to this Agreement.

13. Assignment. Neither the City nor the Service Provider will assign its interest in this Agreement without the written consent of the other.

14. Notices. All notices and communications from the City shall be to Service Provider's designated Manager. Verbal communications shall be confirmed in writing. All written notices shall be provided and addressed as indicated in Paragraph 8 hereof.

15. Included herein by reference is the Request for Proposal.

This Agreement and the attachments and exhibits incorporated herein by reference, represents the entire agreement and understanding between the parties. Any modifications to 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.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Madera, California, the day and year first above written.

CITY OF MADERA BY:

Robert L. Poythress, Mayor

OCCUPATIONAL HEALTH CENTERS OF
CALIFORNIA, A MEDICAL CORPORATION
BY:

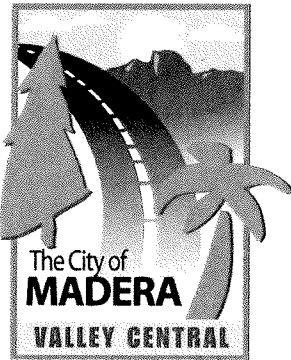
Jeffrey Wainstein, M.D.

ATTEST:

Sonia Alvarez, City Clerk

APPROVED AS TO FORM:

Joel Brent Richardson, City Attorney



City of Madera
Request for Proposals
Medical Services Agreement

City of Madera
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
(559) 661-5463

RFP # 201516-01
Issue Date: Monday, August 10, 2015
Submission Deadline: Wednesday, September 9, 2015

PART ONE: GENERAL INFORMATION

1. Background and Objective

The City of Madera (City) is a general law City operated under the Council/Manager form of government. The City employs approximately 325 full and part time employees.

The City requests proposals from qualified physicians or medical groups to provide medical services for the City's current and future employees. These medical services include pre-employment physical exams, testing (urine specimen), Department of Transportation (DOT) physicals, safety sensitive driver drug and alcohol testing in compliance with 49 CFR Part 40, and treatment of industrial injuries as the primary treating physician.

The City is seeking proposals for a three-year agreement with an option to renew annually thereafter upon mutual consent, not to exceed a total of five (5) years. While finding a single provider for services is preferable, the City is willing to consider proposals to perform a portion of the requested services as well as utilize multiple providers to achieve the most efficient services for our employees.

2. Submission of Proposal

Five copies of the proposal shall be submitted. All proposals must be sealed and will not be opened until after the closing date for receipt of proposals. Proposals will remain confidential until the City has reviewed all of the proposals submitted and a notice of intent to award an agreement has been released.

All proposals must be delivered to Becky McCurdy, Procurement Services Manager, City of Madera, Purchasing-Central Supply, 1030 South Gateway Drive, Madera, California 93637. Proposals must be received by 3:30 pm, Wednesday, September 9, 2015. Proposals received after the filing deadline will be returned to the proposer unopened. The opening of any proposal shall **NOT** be considered as acceptance of the proposal as a responsive proposal.

The entire proposal (5 copies) may be submitted in one sealed envelope. Each sealed envelope containing a bid proposal must have, on the outside, the name of the bidder, bidder's address and the statement "DO NOT OPEN UNTIL THE TIME OF BID OPENING" and in addition, must be plainly marked on the outside as follows:

Bid: Medical Services Agreement

RFP No. 201516-01

Filing Deadline: 3:30 pm, Wednesday, September 9, 2015

Proposals shall be prepared and submitted in accordance with the requirements set forth in this document. All proposals must be complete and must address concisely and clearly all information requested in the RFP.

Medical Services Agreement Exhibit 1

Any proposal may be withdrawn at any time prior to the hour fixed for the opening, provided that a request in writing executed by the proposer or his/her duly authorized representative for the withdrawal of such proposal is filed with Purchasing-Central Supply. The withdrawal of a proposal shall not prejudice the right of a proposer to file a new proposal prior to the time and date set for the opening. After the expiration of the time and date for receipt of proposals, a proposal may not be withdrawn or altered.

Upon award, all documents provided by the successful bidder shall become public record. All documents provided by any bidders, other than the successful bidder, shall become public record in their entirety and subject to disclosure, unless said documents are retrieved by the bidder within ten (10) business days of the award. This shall also include, but is not limited to documents for projects for which all proposals are rejected and projects for which an award is not made for any reason. In the event that one or more proposals are returned to the bidding parties, it is the intent of the City that such documents shall not become public records of the City unless required by the California Public Records Act or other provisions of law.

The City of Madera is an Equal Opportunity Employer and no proposal shall be rejected on the basis of race, color, religious creed, ancestry, national origin, age, sex (includes sexual harassment), pregnancy (childbirth or related medical conditions), marital status, sexual orientation (heterosexuality, homosexuality and bisexuality), medical condition (cancer and genetic characteristics), mental or physical disability (includes HIV and AIDS), political affiliation/opinion, Veteran's status, or request for family medical leave.

The City reserves the right to make a written request for additional information from a bidder to assist in understanding or clarifying a proposal.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

Key Dates:

Deadline for Questions and Inquiries: 3:30 pm, Wednesday, September 2, 2015

Submission Deadline: 3:30 pm, Wednesday, September 9, 2015

Proposed Agreement to City Council for Consideration: Wednesday, October 7, 2015

Estimated Inception Date: October 20, 2015

3. Scope of Services

The City is seeking to enter into an agreement for medical services with a physician or medical group to provide various necessary medical services to the City of Madera. All reports provided by the physician or medical group in correlation with the scope of services described below must be legible and easy to read, preferably electronically generated. Reports must clearly and concisely provide necessary information. The selected physician or medical group shall provide services, including, but not limited to, the following.

Medical Services Agreement Exhibit 1

A. Pre-Employment Physicals (post job offer)

1. Provide a general basic physical by a licensed physician for job candidates based on the proposed job description. Job descriptions will be provided by the City of Madera. For all candidates, this will include collection of a urine specimen for drug testing in compliance with the City's Drug Free Workplace Policy. For some candidates, this may include back x-ray and radiological interpretation, depending on the proposed job description.
2. Provide pre-employment physicals by a licensed physician for law enforcement personnel compliant with California Commission on Peace Officer Standards Training (POST) regulations. For more information on POST standards and regulations relating to pre-employment medical exams, please visit <https://www.post.ca.gov/medical-screening-manual.aspx>. The Peace Officer pre-employment physical form is provided in Attachment A. The Public Safety Dispatcher pre-employment physical form is provided in Attachment B.
3. Provide reports on pre-employment physicals and ancillary testing to the City via facsimile or electronic mail within three (3) business days of the appointment. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
4. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment. If physicals are offered on a walk-in basis, candidates should be seen by the physician within 45 minutes of initial patient check-in.

B. Safety Sensitive Driver Drug and Alcohol Testing

1. Provide drug and alcohol testing services for employees of the City of Madera subject to drug and alcohol testing because of safety sensitive duties.
 - a) Alcohol testing procedures must be compliant with 49CFR Part 40 and must be conducted by a certified Breath Alcohol Technician using an evidential breath testing device approved by the National Motor Carrier Safety Administration.
 - b) Drug testing procedures must be compliant with 49 CFR Part 40. Drug testing must be conducted using a split sample urine specimen.
2. Provide results of alcohol testing immediately after completion of testing to the City of Madera via facsimile or electronic mail.
3. Provide results of drug testing within three (3) business days of the test to the City of Madera via facsimile or electronic mail. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
4. Services to provide Safety Sensitive driver drug and alcohol testing as described must be available Monday through Friday, 8:00 am – 5:00 pm. Individuals reporting for testing must be seen within 30 minutes of initial patient check-in.

Medical Services Agreement Exhibit 1

C. Commercial Driver Physical Examinations

1. Provide DOT compliant physical exams and drug testing (urine specimen).
2. Provide results of exam and drug testing within three (3) business days of the exam via facsimile or electronic mail. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment. If physicals are offered on a walk-in basis, candidates should be seen by the physician within 45 minutes of initial patient check-in.

D. Industrial Injury Exam, Treatment and Reporting

1. Provide initial injury exam for industrial injuries.
2. Act as primary treating physician for all injuries, except where employee has designated a differing primary treating physician prior to the injury.
3. Provide referral to specialists as needed.
4. Provide supplemental examinations.
5. Provide permanent and stationary examinations and provide all information necessary on the Form PR-4 to successfully resolve claims. This requires the ability to interpret the AMA Guides, determine permanent work restrictions, and determine apportionment in addition to other required information.
6. For all exams, provide work restrictions when appropriate pursuant to the employee's assigned job description and in accordance with the City of Madera Modified Duty/Return to Work Policy (Attachment C).
7. Provide Physician's First Report of Injury, supplemental reports, and final reports to the City of Madera and its third party administrator within one (1) business day of the appointment via facsimile or electronic mail, with a preference for receipt on the same business day as the appointment. Provide Form PR-4 within ten (10) business days of the date permanent and stationary status has been determined. If information is delayed, the physician's office must proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
8. Sufficient staffing must be available to treat new injuries Monday-Friday, 8 am – 5 pm. The office itself need not be open, but staff must be available to respond in a timely manner should an injury occur. Patients should be seen by the treater within 45 minutes of initial patient check-in.
9. A Physician's Assistant or Certified Nurse Practitioner may treat industrial injuries, but must be overseen by a Physician and may only treat as provided in the California Labor Code governing the Workers' Compensation Program.

E. Fitness for Duty Examinations

1. Provide physical examinations to determine fitness for duty pursuant to the employee's applicable job description as needed.
2. Provide results of the exam to the City of Madera within three (3) business days of the appointment. If information is delayed, the physician's office must

Medical Services Agreement Exhibit 1

- proactively contact City staff via telephone or electronic mail to communicate the delay and anticipated completion date.
3. Provide sufficient staffing availability to schedule appointments within three (3) City business days of a request for appointment.

4. Contract Award

Issuance of the RFP and receipt of proposals does not commit the City to award a contract. The City reserves the right to postpone the RFP process for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with other than the selected company should negotiations with the selected company be terminated, or to cancel any section of this RFP. The City also reserves the right to apportion the award among more than one company.

Any agreement resulting from this RFP will be signed only after successful negotiation of contract terms and conditions and all applicable procedural requirements have been met. A Sample Agreement is provided as Attachment D.

An award under this RFP will not be based solely on the lowest price. If an award is made, it will go to the bidder(s) with the best overall proposal. The successful proposal will be competitively priced and provide for adequate service to meet the City's needs.

A committee will review and evaluate all qualified proposals. The committee may request an interview with the top rated companies. A reference check may also be conducted.

5. Questions and Inquiries

Questions concerning this RFP may be submitted in writing no later 3:30 pm, Wednesday, September 2, 2015 to:

Becky McCurdy
Procurement Services Manager
City of Madera Purchasing-Central Supply
1030 South Gateway Drive,
Madera, California 93637
Fax 559-661-0760
e-mail: rmccurdy@cityofmadera.com.

All questions and responses will be published with the RFP document on the City's website.

PART TWO: PROPOSAL PREPARATION AND CONTENT

1. Overall Presentation

Proposals must be submitted on 8 ½" by 11" recyclable paper printed two sided with all segments attached in one package. Proposals need not be bound; a single corner staple is sufficient. Proposals must be typed and must not include any unnecessary, elaborate, promotional or display materials. Pages must be numbered at the bottom of the page. All content must pertain to the requirements of this RFP. The entire proposal (5 copies) must be submitted in one sealed envelope clearly marked on the outside that it is in response to the Medical Services Agreement RFP.

2. Title Page

The proposal must have a title page which indicates the name of the company, principal business address, name of the proposal, and the date of the proposal.

3. Transmittal Letter

The proposal must include a transmittal letter that states the respondent's objective, why the respondent should be selected, the respondent's commitment to the City of Madera, the unique aspects of the proposal, and must be signed by a person who is duly authorized to bind the respondent to an agreement.

4. Physician/Medical Group Profile

In this section, please describe your organization; identify key personnel to be assigned to the City, including name, title, telephone number(s), and experience; and describe your company's experience in providing similar services to other public agencies or private sector employers. Please include a discussion of physician training, to include training related to medical treatment, evaluation and documentation of industrial injuries. Please also include a discussion of how your treatment philosophy correlates to the City of Madera Modified Duty/Return to Work Policy (Attachment C).

5. Proposed Method of Performance

Please provide information on how your company intends to provide its services to the City to meet the outlined scope of work if awarded the contract. Your response should specifically address your ability to provide the scope of services as outlined in this RFP. Additionally, your response should specifically identify any services in the scope of work you are unable to perform.

6. Cost Outline

Please provide your proposed fee schedule for the following services:

- Pre-Employment Physical
- Pre-Employment POST peace officer physical (includes all tests necessary to complete the Peace Officer pre-employment physical found in Attachment A)
- Pre-Employment POST public safety dispatcher physical (includes all tests necessary to complete the Public Safety Dispatcher pre-employment physical found in Attachment B)
- Back exam with x-ray and interpretation
- Drug screen (urine specimen) with MRO
- DOT Physical
- DOT Drug screen with MRO
- Breath Alcohol Testing
- Fitness for Duty Exam

7. Sample Agreement Review

Please review the Sample Agreement provided in Attachment D and identify any changes or modifications that your organization would require prior to entering into an agreement for services with the City.

8. Equal Opportunity Employer Status

Please provide a statement as to whether your organization meets state and federal standards regarding equal opportunity employment laws and regulations. Also provide information as to whether there is any current litigation pending alleging a violation of state or federal fair employment provisions.

9. Proof of Insurance

The proposal must include the name of the physician or group's insurance carrier, the policy coverages and limits, and expiration dates.

Upon award of an agreement, the successful responder will be required to comply with the Insurance Requirements for Medical Service Providers found in Exhibit 1 of Attachment D.

10. City of Madera Business License Status

Prior to beginning any work, or delivering any equipment or material to be furnished under this proposal, the bidder shall secure the appropriate Business License from the City of Madera. Business license information may be obtained by calling (559) 661-5454. Should the bidder already have his/her license, please include a copy with your submittal.

11. References

Please provide the company name, contact person, and telephone number for at least three current customers that the City may contact regarding your company's services. Also, provide the same information for at least two previous customers with whom your company is no longer doing business that the City may contact.

Medical Services Agreement Exhibit 1

State of California – Department of Justice

MEDICAL HISTORY STATEMENT – Peace Officer

POST 2-252 (Rev 02/2013)

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Instructions:

- Fill out the questionnaire completely and accurately. Keep in mind that all statements are subject to verification; deliberate inaccuracies or incomplete statements may bar or remove you from employment. A "yes" answer does not necessarily mean that you will be disqualified.
- This form must be completed and presented when reporting for your medical examination.
- This medical history statement is confidential. If hired, the information you provide will be part of your medical record, separate from your personnel file.
- Type or legibly print (in ink), or complete this form online at www.post.ca.gov/forms.aspx.

SECTION 1. CANDIDATE IDENTIFICATION

1. CANDIDATE'S NAME (Last, First, Middle)		2. SOCIAL SECURITY NUMBER Last 4 digits:	3. BIRTHDATE (MM/DD/YYYY)
4. ADDRESS WHERE YOU CAN BE CONTACTED (Street / P.O. Box)		5. CITY	6. STATE / ZIP
7. PHONE NUMBERS WHERE YOU CAN BE REACHED Day: () - Evening: () -		8. EMAIL	

SECTION 2: JOB HISTORY AND PHYSICAL ACTIVITY

9. List current and all previous jobs held in the last 5 years, including military service.

JOB TITLE	PRIMARY DUTIES	EMPLOYER	APPROXIMATE DATES
A)			From: To:
B)			From: To:
C)			From: To:
D)			From: To:
E)			From: To:
F)			From: To:
G)			From: To:
H)			From: To:
I)			From: To:

10. Describe your typical physical activity, including that at work. Indicate how often and how long you've been doing it.

	EXERCISE / ACTIVITY	HRS PER WK	HOW LONG?	
			yrs	mos
A)				
B)				
C)				

MEDICAL HISTORY STATEMENT - Police Officers Agreement Exhibit 1

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SECTION 3: MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	11. Have you ever worked as a peace officer before?
☐	☐	☐	12. Have you ever failed to complete a peace officer academy training program?
☐	☐	☐	13. Have you ever failed a pre-placement medical or psychological examination?
☐	☐	☐	14. Have you ever been refused employment or been unable to hold a job because of any physical, psychological, or other medically-related reason?
☐	☐	☐	15. Have you ever been terminated or resigned from employment, or had to change job positions due to a physical, psychological, or medically-related reason?
☐	☐	☐	16. Are you currently under a health care provider's care for any medical condition?
☐	☐	☐	17. Has your driver's license ever been suspended or revoked due to medical reasons?
☐	☐	☐	18. Do you have any physical limitations?
☐	☐	☐	19. Do you need any reasonable accommodation to assist you in performing required job tasks?
☐	☐	☐	20. Have you ever been absent from work due to job stress?
☐	☐	☐	21. Have you missed more than five days from work in the past 12 months due to medically-related reasons?
☐	☐	☐	22. Have you ever been absent from work because of back/neck pain or problems?
☐	☐	☐	23. Have you ever seen a doctor for back/neck pain or problems?
☐	☐	☐	24. Do you currently have a cold or cough, or have you had either in the past two weeks?
☐	☐	☐	25. In the past year, have you had a change in the size and color of a mole or a sore that would not heal?
☐	☐	☐	26. Have you ever coughed, or wheezed, or had chest discomfort during or after exercise?
☐	☐	☐	27. Have you ever taken medication to prevent wheezing or shortness of breath during exercise?
☐	☐	☐	28. Do you ever wake up short of breath?
☐	☐	☐	29. Have you ever had any breathing problems using a gas mask? (Check "No" if you have never used a gas mask.)
☐	☐	☐	30. Do you currently smoke cigarettes? IF YES: How many packs per day? ____ For how long (in years)? ____
☐	☐	☐	31. Are you an ex-smoker? IF YES: How many years did you smoke? ____ Packs per day? ____ Approx date quit: ____ (MM/YYYY)
☐	☐	☐	32. Have you used chewing tobacco or smoked cigars/pipes in the last 15 years?
☐	☐	☐	33. Have you ever had a positive drug or alcohol test?
☐	☐	☐	34. Are you now or have you ever been enrolled in a drug or alcohol rehabilitation program?
			35. Per week, I drink: ____ bottles/cans of beer ____ glasses of wine ____ glasses of hard liquor
☐	☐	☐	36. Has anyone ever been concerned about your drinking or suggested that you cut down?
☐	☐	☐	37. Have you ever been convicted of driving under the influence (DUI)?
☐	☐	☐	38. Have you ever felt bad about your drinking?
☐	☐	☐	39. Have you ever had a drink first thing in the morning to steady your nerves or get rid of a hangover?
			40. I am: ☐ Right-handed ☐ Left-handed
☐	☐	☐	41. Have you ever been hospitalized overnight (except for pregnancy)?
☐	☐	☐	42. Have you had any surgical operations?
☐	☐	☐	43. Have you sustained any disabling illnesses or medical conditions within the past 5 years?
☐	☐	☐	44. Have you been exposed to loud noise today? IF YES: Were you wearing hearing protection? ☐ Yes ☐ No

MEDICAL HISTORY STATEMENT - Medical Services Agreement Exhibit 1

POST 2-252 (Rev 02/2013)

SECTION 3: MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	45. Do you occasionally use, or are you currently taking, any prescription or over-the-counter medications?
☐	☐	☐	46. Have you taken any medication within the past 12 months for any reason?
☐	☐	☐	47. Are you now receiving or have you ever received Workers Compensation?
☐	☐	☐	48. Have you been rejected for, or discharged from the military because of, physical, mental, or other medically-related reasons?
☐	☐	☐	49. If you served in the military and were discharged, did you ever apply to the Veteran's Administration (VA) for service-connected disability for medical injuries?

If YES, what percent disability classification do/did you have? _____%

For what kind of medical injury was the award granted? *Provide details:*

50. Briefly explain any items you marked "yes" or "?." In addition, describe anything else which you feel may be important in evaluating your medical suitability for the position, including any condition(s) not specifically referred to in the preceding questions.

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EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

MEDICAL HISTORY STATEMENT - Police Officer's Agreement Exhibit 1

POST 2-252 (Rev 02/2013)

SECTION 4: MEDICAL CONDITIONS – Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark “?”

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark “?”

	Y	N	?		Y	N	?		Y	N	?
51. EYE, EAR, NOSE, THROAT											
A) Eye surgery	☐	☐	☐	H) Glaucoma	☐	☐	☐	O) Ringing or buzzing in ears	☐	☐	☐
B) Refractive surgery (e.g., Lasik, PRK)	☐	☐	☐	I) Blurred or double vision	☐	☐	☐	P) Hearing trouble	☐	☐	☐
C) Orthokeratology / Retainer lenses	☐	☐	☐	J) Abnormal color vision test	☐	☐	☐	Q) Ear surgery	☐	☐	☐
D) Vision therapy	☐	☐	☐	K) Sinus trouble	☐	☐	☐	R) Earache	☐	☐	☐
E) Vision impairment	☐	☐	☐	L) Loss of smell	☐	☐	☐	S) Abnormal hearing test	☐	☐	☐
F) Need to wear corrective lenses	☐	☐	☐	M) Allergy / Hay fever	☐	☐	☐		☐	☐	☐
G) Cataracts	☐	☐	☐	N) Ruptured ear drum	☐	☐	☐		☐	☐	☐
52. RESPIRATORY											
A) Asthma (age at last episode: _____)	☐	☐	☐	D) Positive TB skin test	☐	☐	☐	G) Chest tightness	☐	☐	☐
B) Shortness of breath	☐	☐	☐	E) Coughed up blood	☐	☐	☐	H) Wheezing	☐	☐	☐
C) Chronic or frequent cough	☐	☐	☐	F) Pneumothorax (collapsed lung)	☐	☐	☐	I) Blood clot in lung	☐	☐	☐
53. GASTROINTESTINAL											
A) Ulcer / Stomach trouble	☐	☐	☐	F) Gall bladder trouble	☐	☐	☐	K) Abnormal liver test / Liver disease	☐	☐	☐
B) Vomited blood	☐	☐	☐	G) Hepatitis	☐	☐	☐	L) Hernia	☐	☐	☐
C) Persistent diarrhea	☐	☐	☐	H) Mucous in stool	☐	☐	☐	M) Irritable Bowel Syndrome	☐	☐	☐
D) Colitis	☐	☐	☐	I) Black/bloody bowel movement	☐	☐	☐	N) Crohn's disease	☐	☐	☐
E) Recurrent hemorrhoids	☐	☐	☐	J) Pancreatitis	☐	☐	☐		☐	☐	☐
54. GENITOURINARY											
A) Kidney disease or stone	☐	☐	☐	D) Blood in urine	☐	☐	☐	G) Menstrual discomfort that kept you from work	☐	☐	☐
B) Bladder trouble	☐	☐	☐	E) Prostatitis	☐	☐	☐	H) Currently pregnant	☐	☐	☐
C) Difficulty urinating	☐	☐	☐	F) Irregular vaginal bleeding	☐	☐	☐		☐	☐	☐
55. CARDIOVASCULAR											
A) Heart attack	☐	☐	☐	E) Enlarged heart	☐	☐	☐	I) Rheumatic fever	☐	☐	☐
B) Heart murmur	☐	☐	☐	F) Palpitation (irregular heartbeat)	☐	☐	☐	J) Swelling of foot or leg	☐	☐	☐
C) Heart failure	☐	☐	☐	G) High blood pressure	☐	☐	☐	K) Painful varicose veins	☐	☐	☐
D) Heart valve abnormality	☐	☐	☐	H) Pain or discomfort in chest	☐	☐	☐		☐	☐	☐
56. MUSCULOSKELETAL											
A) Fractured/broken bone	☐	☐	☐	C) Neck trouble/pain	☐	☐	☐	E) Arthroscopy	☐	☐	☐
B) Back trouble/pain	☐	☐	☐	D) Leg/shin pain	☐	☐	☐	F) Arthritis / Rheumatism	☐	☐	☐
57. JOINT INJURY / SURGERY / DISLOCATION / PAIN / SWELLING											
A) Shoulder	☐	☐	☐	D) Fingers/toes	☐	☐	☐	G) Ankle/foot	☐	☐	☐
B) Elbow	☐	☐	☐	E) Hip	☐	☐	☐	H) Other joint pain or swelling	☐	☐	☐
C) Wrist	☐	☐	☐	F) Knee	☐	☐	☐		☐	☐	☐

MEDICAL HISTORY STATEMENT - Police Officer's Agreement Exhibit 1

POST 2-252 (Rev 02/2013)

SECTION 4: MEDICAL CONDITIONS *continued*

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
58. NEUROLOGICAL											
A) Epilepsy	☐	☐	☐	F) Head injury	☐	☐	☐	K) Skull defect	☐	☐	☐
B) Convulsion / Seizure	☐	☐	☐	G) Loss of consciousness	☐	☐	☐	L) Tremors	☐	☐	☐
C) Fainting spells / Blackouts	☐	☐	☐	H) Frequent/recurrent headaches	☐	☐	☐	M) Meningitis / Encephalitis	☐	☐	☐
D) Recurrent dizziness	☐	☐	☐	I) Migraine/sinus headaches	☐	☐	☐	N) Numbness of extremities	☐	☐	☐
E) Carpal Tunnel Syndrome	☐	☐	☐	J) Multiple Sclerosis	☐	☐	☐	O) Other	☐	☐	☐
59. MISCELLANEOUS											
A) Diabetes	☐	☐	☐	I) Cancer / Leukemia	☐	☐	☐	Q) Recurrent fever in the last year	☐	☐	☐
B) Low blood sugar	☐	☐	☐	J) Wool allergy	☐	☐	☐	R) Eczema	☐	☐	☐
C) Thyroid trouble	☐	☐	☐	K) Non-healing sores	☐	☐	☐	S) Claustrophobia	☐	☐	☐
D) Bleeding tendencies	☐	☐	☐	L) Chronic fatigue	☐	☐	☐	T) Sleep apnea	☐	☐	☐
E) Anemia	☐	☐	☐	M) Night sweats	☐	☐	☐	U) Snoring	☐	☐	☐
F) Enlarged glands	☐	☐	☐	N) Undesired weight loss or gain	☐	☐	☐	V) Sleep problems/disorders	☐	☐	☐
G) Cyst / Tumor	☐	☐	☐	O) Heat stress	☐	☐	☐	W) Any other problem or illness not listed that may affect job performance	☐	☐	☐
H) Skin problems / Rashes	☐	☐	☐	P) Multiple chemical sensitivity	☐	☐	☐		☐	☐	☐

60. Explain any medical conditions you marked "yes" or "?." Reference the corresponding item number and letter in your response (52B, 57F, etc.).

ITEM #

EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

MEDICAL HISTORY STATEMENT - Police Officer's Agreement Exhibit 1

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SECTION 5: CANDIDATE CONSENT

I hereby authorize the performance of a complete medical examination, x-rays, blood testing, and urine testing. I am aware that laboratory testing may be used to detect illegal substances and therapeutic medications, and to verify my answers to the questions contained in this medical questionnaire. I also authorize the medical examiner to obtain current or past medical records and to discuss my medical status and history with my treating physician or other medical consultants as necessary. I declare that my answers are true to the best of my knowledge and belief. I am aware that any willful inaccuracy may be regarded as cause for disqualification for employment.

SIGNATURE IN FULL

DATE

SECTION 6: EXAMINING PHYSICIAN'S COMMENTS / NOTES

ITEM #

COMMENTS / NOTES

MEDICAL EXAMINATION REPORT – Peace Officer

POST 2-253 (Rev 12/2012)

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

SECTION 1. EXAMINATION FINDINGS

1. CANDIDATE'S NAME (LAST, FIRST, MI)										2. BIRTH DATE (MM/DD/YYYY)							
3. SOCIAL SECURITY NUMBER Last 4 digits:					4. SEX ☐ M ☐ F		5. HEIGHT Without shoes: FT INCHES				6. WEIGHT Without shoes and coat: LBS						
7. VISION										8. BLOOD PRESSURE				9. HEARING TEST		10. RETEST	
Right	UNCORRECTED		CORRECTED		☐ GLASSES ☐ CONTACTS COLOR VISION: OTHER VISION TESTS:	PERIPHERAL VISION: Right	Initial test BP after 3–5 min in chair: / Pulse: Repeat if BP > 120/80: / Pulse: Third test if 1 st & 2 nd reads differ by > 5 mm Hg: / Pulse:				500	Left	Right	500	Left	Right	
	Far	Near	Far	Near													
Left						Left					1000			1000			
Both											2000			2000			
											3000			3000			
											4000			4000			
											6000			6000			
											8000			8000			

11. For each of the following conditions, indicate **Normal**, **Abnormal**, or **Not Examined** and include additional findings as needed.

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
A) SKIN				
Color / Texture – Lesions, scars, etc.	☐	☐	☐	
Tattoos – Racist, gang-related, removal	☐	☐	☐	
Other	☐	☐	☐	
B) HEAD / EYES				
Corneas (RK scars)	☐	☐	☐	
Pupils / Light reaction	☐	☐	☐	
Fundi	☐	☐	☐	
EOM	☐	☐	☐	
Other	☐	☐	☐	
C) EARS / NOSE / THROAT / MOUTH				
Pinna / Canals / TM	☐	☐	☐	
Nasal septum / Mucosa	☐	☐	☐	
Teeth / Gums	☐	☐	☐	
Tongue / Palate	☐	☐	☐	
Other	☐	☐	☐	
D) NECK				
Bruit	☐	☐	☐	
ROM	☐	☐	☐	
Thyroid	☐	☐	☐	
Cervical nodes	☐	☐	☐	
C5-C7 sensory	☐	☐	☐	
Palpation	☐	☐	☐	
Other	☐	☐	☐	

Medical Services Agreement Exhibit 1

SECTION 1. EXAMINATION FINDINGS *continued*

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
E) ABDOMEN				
Hernia	☐	☐	☐	
Bowel sounds (Bruits)	☐	☐	☐	
Liver / Kidney / Spleen	☐	☐	☐	
Masses	☐	☐	☐	
Other	☐	☐	☐	
F) CARDIOVASCULAR				
Pulses: Radial / Femoral	☐	☐	☐	
Pulses: D. Pedis / P. Tibial	☐	☐	☐	
Apex impulse	☐	☐	☐	
Heart sounds (murmurs)	☐	☐	☐	
Heart rate and rhythm	☐	☐	☐	
Other	☐	☐	☐	
G) CHEST / LUNGS				
Auscultation	☐	☐	☐	
Breasts – Females age 50 and over	☐	☐	☐	
Axillary nodes	☐	☐	☐	
Chest wall expansion	☐	☐	☐	
Other	☐	☐	☐	
H) MUSCULOSKELETAL				
UPPER EXTREMITY:				
• Shoulder ROM	☐	☐	☐	
• Shoulder strength	☐	☐	☐	
• Wrists / Fingers	☐	☐	☐	
• Shoulder Apprehension Test	☐	☐	☐	
• Grip strength	☐	☐	☐	
• Other	☐	☐	☐	
BACK:				
• Inspection	☐	☐	☐	
• Palpation	☐	☐	☐	
• Heel / Toe walk	☐	☐	☐	
• Flexion / Extension	☐	☐	☐	
• Passive SLR	☐	☐	☐	
• L3-S1 sensory	☐	☐	☐	
• Other	☐	☐	☐	

Medical Services Agreement Exhibit 1

SECTION 1. EXAMINATION FINDINGS *continued*

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
H) MUSCULOSKELETAL <i>continued</i>				
KNEES:				
· Inspection	☐	☐	☐	
· Patellar apprehension	☐	☐	☐	
· Squat	☐	☐	☐	
· Duck-walk	☐	☐	☐	
· Thigh circumference	☐	☐	☐	
· Lachman Test	☐	☐	☐	
· Collateral stability	☐	☐	☐	
· One-leg hop for distance	☐	☐	☐	
· Anterior / Posterior drawer	☐	☐	☐	
· Other	☐	☐	☐	
I) NERVOUS SYSTEM				
Tremor	☐	☐	☐	
Reflexes	☐	☐	☐	
Gait	☐	☐	☐	
Other	☐	☐	☐	
J) GENITALIA / RECTAL – NOTE: Recent exam and test results from candidate's private physician are permissible.				
Rectal – Age 50 and over	☐	☐	☐	
Inguinal Hernia	☐	☐	☐	
Male: Genitalia	☐	☐	☐	
Female: Pap smear	☐	☐	☐	
Other	☐	☐	☐	
K) LABORATORY FINDINGS				
CBC	☐	☐	☐	
Chem. Panel	☐	☐	☐	
Urinalysis	☐	☐	☐	
ECG	☐	☐	☐	
Spirometry	☐	☐	☐	
Mammogram – Age 50 and over	☐	☐	☐	
Sigmoidoscopy – Age 50 and over	☐	☐	☐	
PPD Mantoux – If assigned to prisons	☐	☐	☐	
CXR – Smokers age 40 and over	☐	☐	☐	
Other	☐	☐	☐	

Medical Services Agreement Exhibit 1

SECTION 1. EXAMINATION FINDINGS *continued*

NOTES:

SIGNATURE OF LICENSED EXAMINING PHYSICIAN ▶	PRINT PHYSICIAN'S NAME	DATE
ADDRESS OF PRACTICE (Street, City, State, Zip)		PHONE: () -

Instructions to the Physician:

- # Medical Evaluation Report

Birth Date _____ Last 4 digits of Social Security Number _____

[illegible]

Medical Services Agreement Exhibit 1

SECTION 3. SUPPLEMENTAL INFORMATION**Instructions to the Physician:**

Provide any additional information to the hiring department regarding the candidate's job-relevant **functional limitations, reasonable accommodation requirements, work restrictions**, and/or a description of the **nature and degree of potential risks** posed by the detected medical conditions. Include that information which is necessary and appropriate for the hiring department in making a hiring decision.

To the Hiring Department:

This page should be maintained separate from the candidate's background investigation file. Access to the information on this page should be limited to those who have a need to know (e.g., hiring authorities, supervisors).

Candidate's Name	Birth Date	Last 4 Digits of SSN
Examining Physician's Name (<i>please print</i>)		Report Date

Medical Services Agreement Exhibit 1

State of California – Department of Justice

MEDICAL HISTORY STATEMENT – Public Safety Dispatcher

POST 2-264 (Rev 02/2013)

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater, Suite 100
West Sacramento, CA 95605-1630

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II from requesting, or requiring, genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we are asking that you not provide any genetic information when responding to this request for medical information. "Genetic information," as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Instructions:

- Fill out the questionnaire completely and accurately. Keep in mind that all statements are subject to verification; deliberate inaccuracies or incomplete statements may bar or remove you from employment. A "yes" answer does not necessarily mean that you will be disqualified.
- This form must be completed and presented when reporting for your medical examination.
- This medical history statement is confidential. If hired, the information you provide will be part of your medical record, separate from your personnel file.
- Type or legibly print (in ink), or complete this form online at www.post.ca.gov/forms.aspx.

SECTION 1. CANDIDATE IDENTIFICATION

1. CANDIDATE'S NAME (Last, First, Middle)		2. SOCIAL SECURITY NUMBER Last 4 digits:	3. BIRTHDATE (MM/DD/YYYY)
4. ADDRESS WHERE YOU CAN BE CONTACTED (Street / P.O. Box)		5. CITY	6. STATE / ZIP
7. PHONE NUMBERS WHERE YOU CAN BE REACHED Day: () - Evening: () -		8. EMAIL	

SECTION 2. JOB HISTORY

9. List current and all previous jobs held in the last 5 years, including military service.

JOB TITLE	PRIMARY DUTIES	EMPLOYER	APPROXIMATE DATES
A)			From: To:
B)			From: To:
C)			From: To:
D)			From: To:
E)			From: To:
F)			From: To:
G)			From: To:

SECTION 3. MEDICAL HISTORY

Y	N	?	Answer each of the following questions.
☐	☐	☐	10. Have you ever worked as a public safety dispatcher before?
☐	☐	☐	11. Have you ever failed to complete a public safety dispatcher training program?
☐	☐	☐	12. Have you ever failed a pre-placement medical examination?
☐	☐	☐	13. Have you ever been refused employment or been unable to hold a job because of any physical, psychological, or other medically-related reason?
☐	☐	☐	14. Are you currently under a health care provider's care for any medical condition?
☐	☐	☐	15. Do you have any physical limitations?

MEDICAL HISTORY STATEMENT - Medical Safety Disagreement Exhibit 1

POST 2-264 (Rev 02/2013)

SECTION 3. MEDICAL HISTORY *continued*

Y	N	?	Answer each of the following questions.
☐	☐	☐	16. Do you need any reasonable accommodation to assist you in performing required job tasks?
☐	☐	☐	17. Have you ever been absent from work due to job stress?
☐	☐	☐	18. Have you missed more than five days from work in the past 12 months due to medically-related reasons?
☐	☐	☐	19. Have you ever been absent from work because of back/neck pain or problems?
☐	☐	☐	20. Have you ever seen a doctor for back/neck pain or problems?
☐	☐	☐	21. In the past year, have you had a change in the size and color of a mole or a sore that would not heal?
☐	☐	☐	22. Do you occasionally use, or are you currently taking, any prescription or over-the-counter medications?
☐	☐	☐	23. Have you taken any medications within the past 12 months for any reason?
☐	☐	☐	24. Have you sustained any disabling illnesses or medical conditions with the past 5 years?
☐	☐	☐	25. Have you ever had a positive drug or alcohol test?
☐	☐	☐	26. Are you now or have you ever been enrolled in a drug or alcohol rehabilitation program?
☐	☐	☐	27. Per week, I drink: ____ bottles/cans of beer ____ glasses of wine ____ glasses of hard liquor
☐	☐	☐	28. Has anyone ever been concerned about your drinking or suggested that you cut down?
☐	☐	☐	29. Have you ever been convicted of driving under the influence (DUI)?
☐	☐	☐	30. Have you ever felt bad about your drinking?
☐	☐	☐	31. Have you ever had a drink first thing in the morning to steady your nerves or get rid of a hangover?
☐	☐	☐	32. Have you been exposed to loud noise today? If "yes," were you wearing hearing protection? ☐ Yes ☐ No
☐	☐	☐	33. Are you now receiving or have you ever received Workers Compensation?
☐	☐	☐	34. If you served in the military and were discharged, did you ever apply to the Veteran's Administration (VA) for service-connected disability for medical injuries?
			If YES, what percent disability classification do/did you have? ____% For what kind of medical injury was the award granted? <i>Provide details:</i>

35. Briefly explain any items you marked "yes" or "?." In addition, describe anything else which you feel may be important in evaluating your medical suitability for the position, including any condition(s) not specifically referred to in the preceding questions.

ITEM #	EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

Medical Services Agreement Exhibit 1

SECTION 4. MEDICAL CONDITIONS

Indicate if you have, or ever had, any of the following conditions. If you're unsure, mark "?"

	Y	N	?		Y	N	?		Y	N	?
36. EYE, EAR, NOSE, THROAT											
A) Eye surgery	☐	☐	☐	E) Abnormal color vision test	☐	☐	☐	I) Ear surgery	☐	☐	☐
B) Need to wear corrective lenses	☐	☐	☐	F) Refractive surgery (e.g., Lasik, PRK)	☐	☐	☐	J) Earache	☐	☐	☐
C) Blurred or double vision	☐	☐	☐	G) Ringing or buzzing in ears	☐	☐	☐	K) Abnormal hearing test	☐	☐	☐
D) Glaucoma	☐	☐	☐	H) Hearing trouble	☐	☐	☐		☐	☐	☐
37. GASTROINTESTINAL											
A) Ulcer / stomach trouble	☐	☐	☐	E) Mucous in stool	☐	☐	☐	I) Irritable bowel syndrome	☐	☐	☐
B) Persistent diarrhea	☐	☐	☐	F) Black / bloody bowel movement	☐	☐	☐	J) Crohn's disease	☐	☐	☐
C) Colitis	☐	☐	☐	G) Pancreatitis	☐	☐	☐		☐	☐	☐
D) Recurrent hemorrhoids	☐	☐	☐	H) Abnormal liver test / liver disease	☐	☐	☐		☐	☐	☐
38. GENITOURINARY											
A) Kidney disease or stone	☐	☐	☐	C) Blood in urine	☐	☐	☐	E) Menstrual discomfort that kept you from work	☐	☐	☐
B) Bladder trouble	☐	☐	☐	D) Prostatitis	☐	☐	☐	F) Currently pregnant	☐	☐	☐
39. CARDIOVASCULAR											
A) Heart attack	☐	☐	☐	C) Palpitation (irregular heartbeat)	☐	☐	☐	E) Pain or discomfort in chest	☐	☐	☐
B) Heart failure	☐	☐	☐	D) High blood pressure	☐	☐	☐	F) Swelling of foot or leg	☐	☐	☐
40. MUSCULOSKELETAL											
A) Back trouble/pain	☐	☐	☐	B) Neck trouble / Pain	☐	☐	☐	C) Arthritis / Rheumatism	☐	☐	☐
41. JOINT INJURY / SURGERY / DISLOCATION / PAIN / SWELLING											
A) Shoulder	☐	☐	☐	D) Fingers / Toes	☐	☐	☐	G) Ankle / Foot	☐	☐	☐
B) Elbow	☐	☐	☐	E) Hip	☐	☐	☐		☐	☐	☐
C) Wrist	☐	☐	☐	F) Knee	☐	☐	☐		☐	☐	☐
42. NEUROLOGICAL											
A) Epilepsy	☐	☐	☐	F) Head injury	☐	☐	☐	K) Tremors	☐	☐	☐
B) Convulsion / Seizure	☐	☐	☐	G) Loss of consciousness	☐	☐	☐	L) Meningitis / Encephalitis	☐	☐	☐
C) Fainting spells / Blackouts	☐	☐	☐	H) Frequent / recurrent headaches	☐	☐	☐	M) Numbness of extremities	☐	☐	☐
D) Multiple Sclerosis	☐	☐	☐	I) Migraine / Sinus headaches	☐	☐	☐	N) Other	☐	☐	☐
E) Recurrent dizziness	☐	☐	☐	J) Carpal Tunnel Syndrome	☐	☐	☐		☐	☐	☐
43. MISCELLANEOUS											
A) Diabetes (glucose in urine)	☐	☐	☐	G) Chronic fatigue	☐	☐	☐	M) Sleep apnea	☐	☐	☐
B) Low blood sugar	☐	☐	☐	H) Night sweats	☐	☐	☐	N) Snoring	☐	☐	☐
C) Thyroid trouble	☐	☐	☐	I) Undesired weight loss or gain	☐	☐	☐	O) Sleep problems / disorders	☐	☐	☐
D) Enlarged glands	☐	☐	☐	J) Multiple chemical sensitivity	☐	☐	☐	P) Chronic or frequent cough	☐	☐	☐
E) Cancer / Leukemia	☐	☐	☐	K) Recurrent fever in the last year	☐	☐	☐	Q) Any other problem or illness not listed that may affect job performance	☐	☐	☐
F) Non-healing sores	☐	☐	☐	L) Eczema	☐	☐	☐		☐	☐	☐

Medical Services Agreement Exhibit 1

SECTION 4. MEDICAL CONDITIONS *continued*

44. Explain any medical conditions you marked "yes" or "?." Reference the corresponding item number and letter in your response (36B, 41F, etc.).

ITEM #

EXPLANATION – USE ADDITIONAL SHEETS IF NECESSARY

SECTION 5. CANDIDATE CONSENT

I hereby authorize the performance of a complete medical examination, x-rays, blood testing, and urine testing. I am aware that laboratory testing may be used to detect illegal substances and therapeutic medications, and to verify my answers to the questions contained in this medical questionnaire. I also authorize the medical examiner to obtain current or past medical records and to discuss my medical status and history with my treating physician or other medical consultants as necessary. I declare that my answers are true to the best of my knowledge and belief. I am aware that any willful inaccuracy may be regarded as cause for disqualification for employment.

SIGNATURE IN FULL

DATE

**SECTION 6. EXAMINING PHYSICIAN'S COMMENTS / NOTES**

ITEM #

COMMENTS / NOTES

MEDICAL EXAMINATION REPORT – Public Safety Dispatcher

POST 2-265 (Rev 12/2012)

Commission on
Peace Officer Standards and Training (POST)
860 Stillwater Road, Suite 100
West Sacramento, CA 95605-1630

SECTION 1. EXAMINATION FINDINGS

1. CANDIDATE'S NAME (LAST, FIRST, MI)										2. BIRTH DATE (MM/DD/YYYY)							
3. SOCIAL SECURITY NUMBER Last 4 digits:					4. SEX ☐ M ☐ F		5. HEIGHT Without shoes: FT INCHES				6. WEIGHT Without shoes and coat: LBS						
7. VISION										8. BLOOD PRESSURE				9. HEARING TEST		10. RETEST	
Right	UNCORRECTED		CORRECTED		☐ GLASSES ☐ CONTACTS COLOR VISION: OTHER VISION TESTS:	PERIPHERAL VISION:		Initial test BP after 3–5 min in chair: / Pulse: Repeat if BP>120/80: / Pulse: Third test if 1 st & 2 nd reads differ by >5 mm Hg: / Pulse:				500	Left	Right	500	Left	Right
	Far	Near	Far	Near		Right											
	Left					Left											
	Both																

11. For each of the following conditions, indicate **Normal**, **Abnormal**, or **Not Examined** and include additional findings as needed.

CHECKLIST	NORM	AB	NE	DESCRIBE ANY ABNORMAL FINDINGS AND/OR SUPPLEMENTAL TESTS
A) SKIN	☐	☐	☐	
	☐	☐	☐	
B) HEAD / EYES	☐	☐	☐	
	☐	☐	☐	
C) EARS / NOSE / THROAT / MOUTH	☐	☐	☐	
	☐	☐	☐	
D) CHEST / LUNGS	☐	☐	☐	
	☐	☐	☐	
E) ABDOMEN	☐	☐	☐	
	☐	☐	☐	
F) MUSCULOSKELETAL				
Upper Extremity	☐	☐	☐	
	☐	☐	☐	
Back / Neck	☐	☐	☐	
	☐	☐	☐	
Lower Extremity	☐	☐	☐	
	☐	☐	☐	
G) NERVOUS SYSTEM	☐	☐	☐	
	☐	☐	☐	
H) OTHER	☐	☐	☐	
	☐	☐	☐	
I) LABORATORY FINDINGS				
	☐	☐	☐	
	☐	☐	☐	

Medical Services Agreement Exhibit 1

SECTION 1. EXAMINATION FINDINGS *continued***NOTES:**

SIGNATURE OF LICENSED EXAMINING PHYSICIAN

PRINT PHYSICIAN'S NAME

DATE



ADDRESS OF PRACTICE (Street, City, State, Zip)

PHONE:

()

Instructions to the Physician:

- This section is to be completed and submitted to the hiring department.
- The hiring department will maintain the Medical Evaluation Report page in the individual's background investigation file. **Do not include medical information on this page.**

Candidate's Name _____

Birth Date _____ Last 4 digits of Social Security Number _____

On _____, I completed a pre-employment medical screening evaluation on
[DATE OF EVALUATION]
the above-named public safety dispatcher candidate, in accordance with POST Commission Regulation 1960.

Based on the results and findings of that evaluation:

- ☐ **I certify** that the candidate is medically suitable to perform the public safety dispatcher duties and responsibilities as defined and provided by the hiring department either without any accommodations, or provided that the specified work restrictions, limitations, or reasonable accommodations can be implemented. *(Describe any work restrictions, limitations, or reasonable accommodation requirements on the following page.)*
- ☐ **I cannot certify** that the candidate is medically suitable to perform the public safety dispatcher duties and responsibilities as defined and provided by the hiring department.

Physician's Signature ► _____

Printed Name, Medical License Number,
and Contact Information:[illegible]

Medical Services Agreement Exhibit 1

SECTION 3. SUPPLEMENTAL INFORMATION**Instructions to the Physician:**

Provide any additional information to the hiring department regarding the candidate's job-relevant **functional limitations**, **reasonable accommodation requirements**, **work restrictions**, and/or a description of the **nature and degree of potential risks** posed by the detected medical conditions. Include that information which is necessary and appropriate for the hiring department in making a hiring decision.

To the Hiring Department:

This page should be maintained separate from the candidate's background investigation file. Access to the information on this page should be limited to those who have a need to know (e.g., hiring authorities, supervisors).

Candidate's Name	Birth Date	Last 4 Digits of SSN
Examining Physician's Name (<i>please print</i>)		Report Date

CITY OF MADERA**Administrative Policy****POLICY NO. AP-52****Date: December 7, 2005****Revised Date: N/A****SUBJECT: MODIFIED DUTY/RETURN TO WORK POLICY**

It is the desire of the City of Madera to contain workers' compensation costs. A modified duty/return to work program is an essential part of a cost containment effort. Modified duty/return to work assignments are temporary assignments to assist injured or ill employees to progressively escalate to full duty status.

The City has established this modified duty/return to work program with the following objectives:

1. To return all injured employees to work as soon as possible without danger of re-injury.
2. To reduce the number of employee days lost from work and the cost of workers' compensation temporary disability benefits.
3. To increase communication with injured employees and eliminate any perception of indifference on the part of the employer.
4. To reduce the number and expense of litigated cases.
5. To diminish the feelings of unproductiveness and depression which often accompany an employee's injury and reinstate self-confidence and dignity.
6. To meet the City's obligations under the Labor Code.
7. To perform tasks for the City which can be supplemental, enhance services, or that currently go undone or which would otherwise require extra help, while at the same time providing productive work for a temporarily injured employee.

Modified duty/return to work assignments are only temporary assignments designated for employees who were injured in the course of City employment and who can return to work within the physical restrictions set forth by their doctor. These assignments are established for a period not anticipated to exceed two or three months. Assignments created for modified duty/return to work participants are not permanent assignments and are not funded in the most recently approved budget. Participant's assignments under the modified duty/return to work policy are temporary and it is not the intent of the City to make these modified duty/return to work assignments permanent.

It shall be the policy of the City that all supervisors implement, maintain, and adhere to the modified duty/return to work program guidelines.

Medical Services Agreement Exhibit 1

Program Guidelines:

a. Injured employees will be medically treated as deemed appropriate. The City's designated medical provider will be aware of the City's modified duty/return to work program so they can assist the City in placing the injured employee in an appropriate assignment.

(1) Upon return from the doctor's office, the employee and supervisor will meet to discuss the work restrictions as reported by the doctor on the Physicians First Report of Injury and/or Physicians Supplementary Report. If the work restrictions require modified/light duty work, then such assignment will be evaluated and made available in the work unit if possible.

(2) If any question should arise concerning the injured employee's ability to perform a specific modified/light duty assignment, the doctor who authorized the modified/light duty work must be contacted for clarification.

(3) If no modified duty/return to work assignment is available within the injured employee's regular department, the supervisor will contact the Human Resources division within one working day following the meeting with the employee. If modified/light duty work is not available within the employee's normal work area, oral notification shall be given by the Human Resources division as to the availability and location of modified duty/return to work assignments.

If no assignments can be found, the injured employee will be placed on temporary disability until such time as appropriate work, within the work restrictions, is available, or the restrictions are lifted pursuant to direction from the doctor. The City will make its best efforts to reasonably accommodate an injured employee within their current structure, but City has no duty to create a position specifically for the injured employee.

A letter or memorandum notifying the injured employee of the modified duty/return to work assignment shall follow the oral notification.

If the injured employee refuses the modified/light duty assignment, no temporary disability benefits will be payable.

b. If it appears that the injured employee will not return to their regular job within a reasonable period of time, the Human Resources department will contact the workers' compensation third party administrator to request that an appointment be made with a specialist for consultation and/or treatment and to make a determination on the issue of returning to regular work duties.

Medical Services Agreement Exhibit 1

Types of Modified Duty/Return to Work Assignments:

The following modified duty/return to work assignments may be available to injured employees:

- Microfilm, document, and transfer files
- Prepare a City-wide inventory of property
- Catalog films and books
- Assemble employee packets
- Filing
- Photocopying
- Typing
- Computer data entry
- Police Department dispatching (police department employees only)
- Paperwork (reports, schedules, etc.)
- Light cleaning (windows, bathrooms, railings, dusting)
- Stamping or stuffing envelopes
- Read safety or policy manuals for updates to the data
- Review safety films for viewing by other City employees
- Paint (railings, fire extinguisher, etc.)
- Graffiti cleaning
- Check fire extinguisher
- Engrave property for identification in case of misplacement or theft
- Flag operator for road work
- Messenger
- Inspect Buildings (fire department employees only)
- Receptionist/take telephone messages/public contact
- Proofreading documents
- Code enforcement
- Other special assignments

Any modified duty/return to work assignments, in addition to those listed above, may be made as long as it conforms to the following:

- (1) The assignment is not designed to be punitive.
- (2) The assignment should benefit the employee by giving them an opportunity to return to work and benefit the City by providing supplemental tasks, enhancing services, or having tasks accomplished which may not have otherwise been completed without additional costs.

Medical Services Agreement Exhibit 2



City of Madera, CA ♦ RFP# 201516-01
Medical Services Agreement

3. Cost Outline

Please provide your proposed fee schedule for the following services:

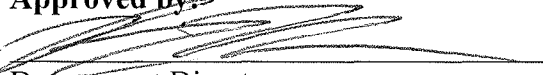
- Pre-Employment Physical
- Pre-Employment POST peace officer physical (includes all tests necessary to complete the Peace Officer pre-employment physical found in Attachment A)
- Pre-Employment POST public safety dispatcher physical (includes all tests necessary to complete the Public Safety Dispatcher pre-employment physical found in Attachment B)
- Back exam with x-ray and interpretation
- Drug screen (urine specimen) with MRO
- DOT Physical
- DOT Drug screen with MRO
- Breath Alcohol Testing
- Fitness for Duty Exam

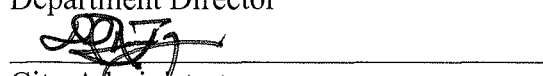
In the following table Concentra provides a detailed fee schedule outlining our proposed cost to perform the above referenced services for the City. The proposed price schedule includes the items noted above.

Concentra Pricing Proposal City of Madera, CA - Medical Services Agreement - RFP# 201516-01		
Required Components	Price/Unit	Comments
Pre-Employment Physical	\$64.50	
POST and Safety Dispatcher Physicals (these exams include the following components):		
Basic Physical	\$64.50	
Urinalysis	\$55.00	
Blood Draw	Included in pricing	
Chem Panel	\$67.00	Chem23
CBC	\$50.50	
Pulmonary Function Test	\$52.00	
Drug Screen	See Comment	Non-regulated UDS without MRO: \$57.00 Non-regulated UDS with MRO: \$49.00 (Rapid test)
Unspecified Serology (HIV Test)	See Comment	Rapid \$71.50; Western Blot \$125.50
DOT Physical	\$61.50	
Back exam with X-ray and interpretation	\$61.00	X ray lumbar spine 1 view
EKG with Interpretation	\$67.00	
Breath Alcohol Testing	\$30.00	
Non-regulated Urine Drug Screen without MRO	\$57.00	Includes collection and analysis, no MRO review
Non-Regulated Drug screen with MRO	\$49.00	Rapid Test: eCup / 5 Panel USD Includes collection, analysis, and MRO review
Urine Drug screen - Collection Only	\$34.50	Price for collection only
Audiogram	\$39.00	
PPD Mantoux	\$37.50	
Industrial Injury Exam, Treatment, and Reporting	See Comment	Per State Fee Schedule
Fitness-for-Duty Exams	Level 2: \$64.50 Level 3: \$77.50 Level 4: \$100.50 Level 5: \$195.00	Level 2 = Basic FFD Exam

REPORT TO CITY COUNCIL

Approved by:


Department Director


City Administrator

Council Meeting of October 7, 2015

Agenda Number: C-1

SUBJECT: Public Hearing and Consideration of a Resolution of the City Council Confirming Special Assessments for Delinquent Administrative Fines

RECOMMENDATION: That the City Council of the City of Madera adopt a resolution confirming delinquent administrative fines for the purpose of recording liens against property to recover such delinquent fines.

SUMMARY: On or about September, 2015, while pursuing collections actions for the City of Madera's Code Enforcement department, it was determined that the citations issued in relation to the several properties located in the City of Madera, and attached as Exhibit A to the Resolution, could be collected through the City's special assessment procedure. As such, the homeowners were notified by first class mail that on October 7, 2015, a public hearing would be held at 6:00 pm in the City Hall Council Chambers to confirm the delinquent assessments.

DISCUSSION: Madera Municipal Code Section 1-9.11 allows the City Council of the City of Madera to confirm the amount of delinquent fines, and authorizes the City Administrator to place liens on the properties, which may then be turned over to the County Tax Assessor for placement on the property tax roll for collection.

A letter was received from Rick Markley in person on September 23, 2015, pertaining to 404 Knox Street. The letter discusses his position on the fee for registration of vacant properties as being unreasonable. Mr. Markley requested that his fines be settled for \$100.00. The City Attorney's Office informed Mr. Markley that it did not have the authority to settle or reduce the amount owed. The City of Madera did accept his payment of \$100.00 however, as payment toward his overall debt of \$660.00 in fines. Mr. Markley's letter is attached for your information and review.

FINANCIAL IMPACT: There is no direct impact to the General Fund from this action.

VISION AND ACTION PLAN: This action is not specifically addressed in the Vision Plan.

RESOLUTION NO.

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA CONFIRMING
SPECIAL ASSESSMENTS FOR DELINQUENT ADMINISTRATIVE FINES.**

WHEREAS, the City of Madera has identified property against which administrative citations have been issued imposing fines which remain unpaid and are now delinquent, which properties are identified in Exhibit "A" which is attached hereto and incorporated by reference; and

WHEREAS, the City of Madera has provided notice of the public hearing to confirm special assessments for the delinquent fine amounts to the property owners in compliance with Section 1-9.09 of the Madera Municipal Code; and

WHEREAS, the City Council of the City of Madera has conducted a public hearing to confirm special assessments for the delinquent citations amounts in the attached Exhibit "A", in accordance with the Madera Municipal Code.

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 amounts of the special assessments for delinquent fines against the properties identified in Exhibit "A" are hereby confirmed.
3. The City Administrator is authorized to cause a Notice of Lien for each of the respective properties to be recorded with the County Recorder and thereafter cause a copy of the Notice of Lien to be provided to the County Tax Assessor for inclusion in the next regular tax bill.
4. This resolution is effective immediately upon adoption.

* * * * *

EXHIBIT "A"

<u>Assessor's Parcel No.</u>	<u>Property Location</u>	<u>Delinquent Amount</u>
011-161-011	800 S. "C" Street	\$110.00
006-270-049	2725 Monocott Drive	\$82.50
011-213-005	404 Knox Avenue	\$560.00
003-150-052	213 Pescara Way	\$302.50

9/22/2015

City of Madera – Neighborhood Revitalization

Madera, CA

428 E. Yosemite Ave Madera, CA 93638

Attention City Clerk

Administrative Appeal Hearing Case # 2012-005620

Copy to: City Attorney, David C Austin, Viola Rodriguez & Steve Montes

Subject "What is Reasonable"

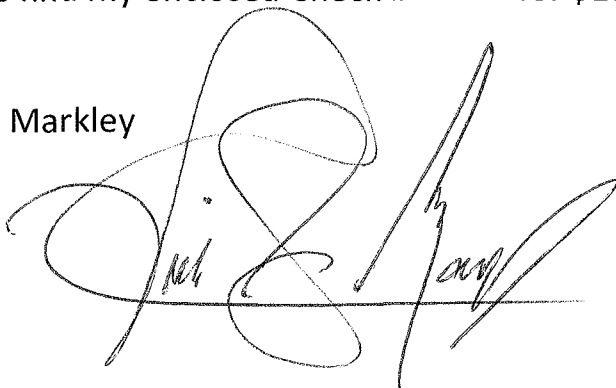
Apparently, you missed the real point I was trying to make. Maybe I didn't express myself correctly. This disagreement was about the \$450.00 to be put on a list, with no benefit, what so ever, to me. That is money for nothing (Extortion). Now, if that fee was \$25.00 or \$50.00, then the Hearing wouldn't have taken place and we would all be about our Business.

The City said it would set a Fee for this. You said it was \$450.00, but the fee has to be "Reasonable", and it is not. I am a reasonable person and believe reasonable is \$25.00. In an effort to strike a deal, that is reasonable also, I am willing to pay (4-times) what I believe to be that. I am requesting the City to drop this whole matter immediately.

I didn't expect or want special treatment under your City Ordinance, (MMC 9-12.05) (Vacant building registration) nor did I ask or it. I wanted a "Reasonable" fee.

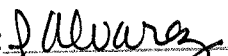
Please find my enclosed Check # for \$100.00

Rick J Markley



RECEIVED

City of Madera City Clerk

By: 

Date: 9/23/15

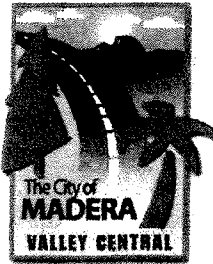
c: City Administrator

City Attorney

Comm. Dev. Dir.

SA Director

Neighborhood Preservation Manager



COPY

September 21, 2015

Ricky Markely & Wayanne Pardini
PO Box 1842
Oakhurst CA 93644

RE: Notice of Hearing to Confirm Lien on Property Located at 404 Knox Avenue, Madera Ca

Dear Mr. Markely & Mrs. Pardini,

Citation(s) have been issued for violations at the above described property. The total amount of fine(s) imposed by these citations is \$660.00. The fine(s) remain unpaid as of the date of this letter. The unpaid fine(s) constitute a debt owed to the City of Madera. The City Administrator is authorized by section 1-9.11 of the Madera Municipal Code to impose a special assessment lien against the property to collect the amount due to the City. This letter will serve as notice that the *City Council of the City of Madera will conduct a hearing on October 7, 2015, in the City Hall Council Chambers at 205 West 4th Street, Madera Ca, at 6:00 pm.,* to confirm the amount due to the City.

Once the City Council of the City of Madera has confirmed the debt, the City Administrator shall cause to be recorded a Notice of Lien in the Office of the County Recorder. Once confirmed and recorded, the above amount shall constitute a lien on the above described property for the amount of the special assessment.

Upon the confirmation of the special assessment and the subsequent recording of the Lien with the County Recorder, a copy of the Notice of Lien may be submitted to the County Tax Assessor and may be added as a special assessment to your next regular property tax statement for the above described property.

Should you have any questions, please feel free to contact our office at (559) 661-5483.

Sincerely,

Shawndee Dix
Paralegal, Office Administrator

COPY

Security features are included. Details on back.

THE STONE MOUNTAIN TRUST

RICK J. MARKLEY
WAYANNE P. MARKLEY
P.O. BOX 1842 (559) 760-4366
OAKHURST, CA 93644

THE GOLDEN 1 CREDIT UNION

11th & O
PO BOX 15966
SACRAMENTO, CA 95852-0966
90-7526/3211

004189

9/22/2015

PAY TO THE ORDER OF City of Madera

\$ **100.00

One Hundred and 00/100*****

DOLLARS

City of Madera

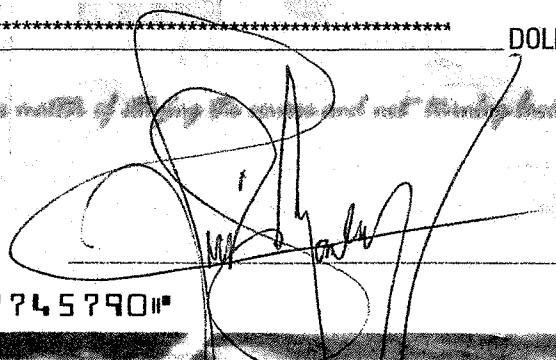
Success is a matter of doing the right and not thinking back.

FOR

Case # 2012-005620 Vacant Building Registration

⑈004189⑈ ⑆321175261⑆

0067745790⑈



City of Madera Finance Dept.
Transaction Receipt

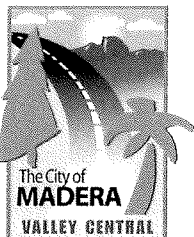
THE STONE MOUNTAIN TRUST
Receipt #: 02-240718 09/23/15 14:48:01

25 Miscellaneous Revenue \$100.00
00 2380-9551
CASE #2012-005620
404 KNOX AVE

Amount Paid by Check: \$100.00
Check #: 004189

SALES/USE TAX #

AMOUNT TENDERED \$100.00
CHANGE DUE \$0.00



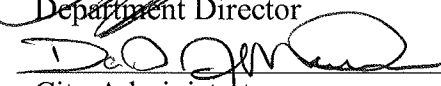
[Return to Agenda](#)

REPORT TO CITY COUNCIL

Approved by:



Department Director



City Administrator

Council Meeting of: October 7, 2015

Agenda Number: C-2

SUBJECT

CONSIDERATION OF A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AUTHORIZING EXECUTION OF A SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT FOR THE WASTEWATER SYSTEM, A THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT FOR THE WATER SYSTEM WITH THE MADERA PUBLIC FINANCING AUTHORITY, IN CONNECTION WITH THE REFUNDING OF THE AUTHORITY'S OUTSTANDING WATER AND WASTEWATER REVENUE BONDS, SERIES 2006

AND

CONSIDERATION OF A RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF MADERA PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO AND WATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO, AND DELEGATING TO THE CHAIRPERSON OF THE AUTHORITY THE POWER TO AUTHORIZE THE SALE OF SAID BONDS AND TO TAKE CERTAIN RELATED ACTIONS IN CONNECTION THEREWITH

RECOMMENDATION Staff recommends the Council and the Public Financing Authority each approve the attached resolutions, authorizing the Director of Finance and any designee thereof to execute the supplemental installment sale agreements and authorizing the execution and delivery of certain documents required in connection therewith.

BACKGROUND

As part of the City's ongoing effort to implement cost reductions, the City has identified an outstanding bond issue that could be refinanced for debt service savings:

Issue	Original Amount	Outstanding Amount	Final Maturity	Average Interest Rate Remaining
2006 Water & Wastewater Revenue Bonds	\$35,995,000	\$30,440,000 ⁽¹⁾	3/1/2036	4.72%

(1) Comprised of \$28,395,000 for the wastewater system and \$2,045,000 for the water system

In 2006, the City approved the issuance by the Madera Public Financing Authority of the Water and Wastewater Revenue Bonds, Series 2006 ("2006 Bonds") in the original aggregate principal amount of \$35.995 million. The 2006 Bonds are secured by net water and wastewater revenues received by the City. Proceeds from the 2006 Bonds were used to finance improvements to the City's water and wastewater systems and refinance prior bonds. The average annual debt service payments (i.e. payment of principal and interest) is \$2.310 million with final maturity on March 1, 2036. The average interest rate is about 4.72% for the remaining term of the 2006 Bonds. The outstanding balance as of September 1, 2015 is \$30.440 million.

On May 6, 2015, the City Council authorized staff to initiate the process of issuing wastewater and water revenue refunding bonds and to engage professional services required to complete the refunding.

DISCUSSION

Staff working with its Financial Advisors and Placement Agents determined that a direct lender would offer the best cost savings and most efficient refunding alternative for the 2006 Bonds. The City approached several lenders but the field was somewhat limited because of the 20-year term remaining on the bonds. The City was presented with a term sheet from TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank ("Western Alliance Bank").

Due to federal tax laws related to the refinancing of tax-exempt bonds, closing of the refinancing must occur on or after December 2, 2015. Based on Western Alliance Bank's term sheet, the current interest rate on the 2015 Bonds is 3.69%. The interest rate offered by Western Alliance Bank is subject to change daily depending on market conditions. The City could lock in an interest rate before December 2, 2015 by executing a rate lock agreement with Western Alliance Bank at an additional cost. The cost of the rate lock depends on how much earlier before December 2, 2015 the City would like to lock in the interest rate. The Bank's term sheet provided for the rate lock to be paid as either an upfront fee equal to the principal amount of the new bonds or as an addition to the interest rate. After further analysis, it is economically better to pay the rate lock fee as an upfront fee. Staff and the financing team recommends locking the rate as soon as possible since a small move in the quoted rate from the bank (from the current 3.69% rate to 3.74% for example) could more than offset the cost of the rate lock. The following

table sets forth an estimate of the rate lock cost and the resulting locked in rate based on an interest rate of 3.69% and the number of days before the closing date of December 2, 2015:

Rate Lock Days before Dec. 2, 2015 ⁽¹⁾	Dollar Cost of Rate Lock	Today's Interest Rate(2)	Additional Rate Cost/ Break-Even⁽³⁾	"All-In" Rate ⁽²⁾
14	\$0	3.69%	NA	3.752%
30	37,626	3.69%	0.014%	3.766%
45	56,466	3.69%	0.021%	3.773%
60	75,336	3.69%	0.027%	3.779%

- (1) The shorter the time prior to closing, the more market risk to moves in the interest rate
- (2) Based on quoted interest rate as of September 24, 2015. The "all-in" rate is the interest cost including all borrowing costs, akin to the APR on a home loan .
- (3) Equal to the annualized cost of the rate lock, which represents the amount that rates would have to increase to reach the "break-even" for the rate lock.

FINANCIAL IMPACT

The 2006 Bonds are currently outstanding in the amount of \$30,440,000, and are scheduled to mature in 2036 with an average interest of 4.72%. Based on today's interest rates, the 2006 Bonds could be refunded to the same term at an "all-in" cost ranging from 3.75% to 3.78%, depending on the number of days the interest rate is locked in before December 2, 2015.

By taking advantage of low interest rates currently available in the market, refinancing the 2006 Bonds is projected to produce annual savings ranging from approximately \$149,000 to \$154,000 per year through 2036, the final term of the new 2015 Bonds. Over the life of the new 2015 Bonds, the City is projected to save from \$3.1 million to over \$3.2 million in total debt payments. In today's dollars, this translates into over \$2.2 million in net present value savings (equal to 7.07% to 7.33% of the refinanced principal amount). Typically, municipal issuers set a minimum present value savings goal equal to 3.0% of the refunded principal amount in determining if a refinancing is worthwhile to pursue.

Rate Lock Days before Dec. 2, 2015 ⁽¹⁾	Estimated Total Savings ⁽²⁾	Estimated Annual Savings ⁽²⁾	Estimated NPV Savings ⁽²⁾	Net Present Value Savings % ⁽²⁾
14	\$3,237,833	\$154,183	\$2,295,732	7.33%
30	\$3,183,258	\$151,584	\$2,258,105	7.20%
45	\$3,159,633	\$150,459	\$2,239,266	7.14%
60	\$3,129,116	\$149,006	\$2,220,396	7.07%

- (1) The shorter the time prior to closing, the more market risk to moves in the interest rate
- (2) Based on quoted interest rate as of September 24, 2015

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.

RESOLUTION NO. _____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA
AUTHORIZING EXECUTION OF A SECOND SUPPLEMENTAL
INSTALLMENT SALE AGREEMENT FOR THE WASTEWATER SYSTEM, A
THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT FOR THE
WATER SYSTEM WITH THE MADERA PUBLIC FINANCING AUTHORITY,
IN CONNECTION WITH THE REFUNDING OF THE AUTHORITY'S
OUTSTANDING WATER AND WASTEWATER REVENUE BONDS, SERIES
2006

WHEREAS, the City Council of the City of Madera (the "City") has determined that significant public benefits, including, but not limited to, savings in the effective interest rate with respect to outstanding indebtedness and significant reductions in effective user charges imposed by the City, will accrue from the refinancing of the City's 2006 Wastewater Project and the refinancing of the City's 2006 Water Project;

WHEREAS, the Madera Public Financing Authority (the "Authority") proposes to assist the City in the refinancing of the City's 2006 Wastewater Project through the issuance of the Authority's Wastewater Revenue Bonds, Series 2015 (the "Wastewater Bonds") and the refinancing of the City's 2006 Water Project through the issuance of the Authority's Water Revenue Bonds, Series 2015 (the "Water Bonds" and, together with the Wastewater Bonds, the "Bonds") each pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act"), Article 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California and, with respect to the Wastewater Bonds, a Trust Agreement (the "Wastewater Trust Agreement"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee") and, with respect to the Water Bonds, a Trust Agreement (the "Water Trust Agreement"), between the Authority and the Trustee;

WHEREAS, the Authority proposes to use a portion of the proceeds of the Wastewater Bonds to refund a portion of the Authority's Water and Wastewater Revenue Bonds, Series 2006 (the "2006 Bonds") pursuant to the Master Installment Sale Agreement for the City of Madera Wastewater Project, dated as of March 1, 2006 (as amended and supplemented, the "Wastewater Master Installment Sale Agreement"), and the Second Supplemental Wastewater Installment Sale Agreement (the "Second Supplemental Wastewater Installment Sale Agreement" and, together with the Wastewater Master Installment Sale Agreement, the "Wastewater Installment Sale Agreement"), each by and between the City and the Authority;

WHEREAS, the Authority proposes to use a portion of the proceeds of the Water Bonds to refund a portion of the 2006 Bonds pursuant to the Master Installment Sale Agreement for the City of Madera Water Project, dated as of March 1, 2006 (as amended and supplemented, the "Water Master Installment Sale Agreement"), and the Third Supplemental Water Installment Sale Agreement (the "Third Supplemental Water Installment Sale Agreement" and, together with

the Water Master Installment Sale Agreement, the “Water Installment Sale Agreement”), each by and between the City and the Authority;

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

Section 1. The Second Supplemental Wastewater Installment Sale Agreement, in substantially the form on file with the City Clerk (the “Clerk”) and presented to this meeting, is hereby approved. The Director of Finance or the City Administrator is hereby authorized and directed to execute and deliver, and the Clerk is hereby authorized and directed to attest, said Second Supplemental Wastewater Installment Sale Agreement in substantially said form with such changes as the Director of Finance or the City Administrator approves in the interest of the City, after consultation with the City Attorney, such approval to be conclusively evidenced by such execution and delivery; provided, however, that the maximum purchase price for the 2015 Wastewater Project under the Second Supplemental Installment Sale Agreement shall not exceed \$32,000,000, the true interest cost to the Authority with respect to the Wastewater Bonds shall not exceed 4.25%, and the term of the Second Supplemental Wastewater Installment Sale Agreement shall not extend beyond March 1, 2036.

Section 2. The Third Supplemental Water Installment Sale Agreement, in substantially the form on file with the Clerk and presented to this meeting, is hereby approved. The Director of Finance or the City Administrator is hereby authorized and directed to execute and deliver, and the Clerk is hereby authorized and directed to attest, said Third Supplemental Water Installment Sale Agreement in substantially said form with such changes as the Director of Finance or the City Administrator approves in the interest of the City, after consultation with the City Attorney, such approval to be conclusively evidenced by such execution and delivery; provided, however, that the maximum purchase price for the 2015 Water Project under the Third Supplemental Installment Sale Agreement shall not exceed \$3,000,000, the true interest cost to the Authority with respect to the Water Bonds shall not exceed 4.25%, and the term of the Third Supplemental Water Installment Sale Agreement shall not extend beyond March 1, 2036.

Section 3. The Mayor, Mayor Pro Tem, City Administrator, Director of Finance or such officer’s designee is hereby authorized, upon a determination by such officer that the procurement of such policy or surety bond is in the best interests of the City, to procure and maintain a municipal bond insurance policy and/or a debt service reserve fund surety bond for the benefit of the registered owners of one or more maturities of the Bonds in such form and on such terms and conditions as such officer shall require or approve, such approval to be conclusively evidenced by the execution and delivery of a commitment letter for and on behalf of the City to the issuer of such municipal bond insurance policy or debt service reserve fund surety bond.

Section 4. The Mayor, Mayor Pro Tem, City Administrator, Director of Finance, City Clerk, City Attorney and all other officers, agents and employees of the City are hereby authorized and directed to take any and all actions and to execute and deliver a tax certificate and any and all other documents, certificates and opinions necessary or convenient to accomplish the issuance, sale and delivery by the Authority of the Bonds and to carry out the purposes of this resolution.

Section 5. Any action authorized or permitted to be taken hereunder by the Director of Finance may be taken by the City Administrator in the absence or incapacity of the Director of Finance. Any action authorized or permitted to be taken hereunder by the City Clerk may be taken by the Deputy City Clerk in the absence or incapacity of the City Clerk.

Section 6. This resolution shall take effect immediately upon its passage.

* * * * *

The foregoing Resolution was introduced at a Meeting of the City Council of the City of Madera, held on the 7th day of October, 2015 by Councilmember _____ who moved its adoption, which motion being duly seconded by Councilmember _____ was upon roll call carried and the Resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

Robert L. Poythress, Mayor

[Seal]

ATTEST:

By: _____
Sonia Alvarez, City Clerk

APPROVED AS TO LEGAL FORM:

By: _____
J. Brent Richardson, City Attorney

CERTIFICATE OF THE CITY CLERK

I, Sonia Alvarez, City Clerk of the City of Madera (the "City"), hereby certify that the foregoing Resolution No. _____ is a full, true and correct copy of a resolution duly adopted at a regular meeting of the City Council of the City duly held in Madera, California on October 7, 2015, of which meeting all of the members of said City Council had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

An agenda of said meeting was posted at least 72 hours before the meeting at City Hall, 205 West Fourth Street, Madera, California 93637, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Dated: _____

City Clerk of the City of Madera

MPFA RESOLUTION NO. _____

RESOLUTION OF THE BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY AUTHORIZING THE ISSUANCE OF MADERA PUBLIC FINANCING AUTHORITY WASTEWATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO AND WATER REVENUE REFUNDING BONDS, SERIES 2015 AND THE EXECUTION AND DELIVERY OF A TRUST AGREEMENT AND A THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT RELATED THERETO, AND DELEGATING TO THE CHAIRPERSON OF THE AUTHORITY THE POWER TO AUTHORIZE THE SALE OF SAID BONDS AND TO TAKE CERTAIN RELATED ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California (the "Act") and the Joint Exercise of Powers Agreement, dated as of July 17, 1989, by and between the City of Madera (the "City") and the Redevelopment Agency of the City of Madera, creating the Madera Public Financing Authority (the "Authority"), the Authority is authorized to issue revenue bonds for the purposes of, among other things, refinancing public capital improvements which provide significant public benefits (as defined in the Act) significant public benefits, including, but not limited to, savings in the effective interest rate with respect to outstanding indebtedness and significant reductions in effective user charges imposed by the City;

WHEREAS, the Authority has determined to issue its Wastewater Revenue Refunding Bonds, Series 2015 (the "Wastewater Bonds"), pursuant to a Trust Agreement (the "Wastewater Trust Agreement"), by and between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee (the "Trustee"), to assist the City in the refunding of the Authority's Water and Wastewater Revenue Bonds, Series 2006 (the "2006 Bonds");

WHEREAS, the Authority has determined to issue its Water Revenue Refunding Bonds, Series 2015 (the "Water Bonds" and, together with the Wastewater Bonds, the "Bonds"), pursuant to a Trust Agreement (the "Water Trust Agreement"), by and between the Authority and Trustee, to assist the City in the refunding of the 2006 Bonds;

WHEREAS, the City and the Authority propose to enter into a Second Supplemental Installment Sale Agreement (the "Second Supplemental Wastewater Installment Sale Agreement"), under which the City will make installment sale payments in connection with the Wastewater Bonds to the Authority;

WHEREAS, the City and the Authority propose to enter into a Third Supplemental Installment Sale Agreement (the "Third Supplemental Water Installment Sale Agreement"),

under which the City will make installment sale payments in connection with the Water Bonds to the Authority;

WHEREAS, the City Council has determined that significant public benefits, including, but not limited to, savings in the effective interest rate with respect to outstanding indebtedness and significant reductions in effective user charges imposed by the City, will accrue from the issuance of the Bonds and the consummation of the other transactions contemplated in this resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE MADERA PUBLIC FINANCING AUTHORITY, AS FOLLOWS:

Section 1. The issuance of not to exceed \$32,000,000 of the Authority's Wastewater Revenue Refunding Bonds, Series 2015 to refund a portion of the 2006 Bonds is hereby approved, provided that the present value of the debt service savings with respect to 2006 Bonds shall be at least 3% of the aggregate outstanding principal amount of such 2006 Bonds to be refunded, the true interest cost to the Authority with respect to the Wastewater Bonds shall not exceed 4.25%, and the maximum maturity for the Wastewater Bonds shall not extend beyond March 1, 2036. The Chairperson of the Authority is hereby authorized and directed to execute and deliver, and the Executive Director or Treasurer are hereby authorized and directed to countersign, the Water Bonds, in either case by manual or facsimile signature.

Section 2. The issuance of not to exceed \$3,000,000 of the Authority's Water Revenue Refunding Bonds, Series 2015 to refund a portion of the 2006 Bonds is hereby approved, provided that the present value of the debt service savings with respect to 2006 Bonds shall be at least 3% of the aggregate outstanding principal amount of such 2006 Bonds to be refunded, the true interest cost to the Authority with respect to the Water Bonds shall not exceed 4.25%, and the maximum maturity for the Water Bonds shall not extend beyond March 1, 2036. The Chairperson of the Authority is hereby authorized and directed to execute and deliver, and the Executive Director or Treasurer are hereby authorized and directed to countersign, the Wastewater Bonds, in either case by manual or facsimile signature.

Section 3. The Wastewater Trust Agreement, the Second Supplemental Wastewater Installment Sale Agreement, the Water Trust Agreement and the Third Supplemental Water Installment Sale Agreement in substantially the forms on file with the Secretary and presented to this meeting, are hereby approved. The Chairperson of the Authority (the "Chairperson"), Executive Director of the Authority (the "Executive Director") or the Treasurer of the Authority (the "Treasurer") is hereby authorized and directed to execute and deliver, and the Secretary of the Authority (the "Secretary") is hereby authorized and directed to attest, the Wastewater Trust Agreement, the Second Supplemental Wastewater Installment Sale Agreement, the Water Trust Agreement and the Third Supplemental Water Installment Sale Agreement in substantially said forms, with such changes as the Chairperson, Executive Director or Treasurer approves in the interest of the Authority after consultation with the Authority's counsel, such approval to be conclusively evidenced by such execution and delivery.

Section 4. The Chairperson, Vice-Chairperson, Executive Director, Secretary, Treasurer and all other officers, agents and employees of the Authority are hereby authorized and

directed to take any and all actions and to execute and deliver, a tax certificate and any and all documents, certificates and opinions necessary to facilitate the issuance, sale and delivery of the Bonds, to obtain a municipal bond insurance policy and/or a reserve fund surety policy securing the Bonds and to carry out the purposes of this resolution.

Section 5. Any action authorized or permitted to be taken hereunder by the Chairperson of the Authority may be taken by the Vice-Chairperson of the Authority in the absence or incapacity of the Chairperson. Any action authorized or permitted to be taken hereunder by the Treasurer of the Authority may be taken by the Executive Director of the Authority in the absence or incapacity of the Treasurer.

Section 6. This resolution shall take effect immediately upon its passage.

* * * * *

The foregoing Resolution was introduced at a Meeting of the Governing Board of the Madera Public Financing Authority, held on the 7th day of October, 2015 by Board member _____ who moved its adoption, which motion being duly seconded by Board member _____ was upon roll call carried and the Resolution adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTENTION:

Robert L. Poythress, Chairperson

[Seal]

ATTEST:

By: _____
Sonia Alvarez, Secretary

APPROVED AS TO LEGAL FORM:

By: _____
Brent Richardson, Authority Counsel

CERTIFICATE OF THE SECRETARY OF THE
MADERA PUBLIC FINANCING AUTHORITY

I, Sonia Alvarez, Secretary of the Madera Public Financing Authority (the "Authority"), hereby certify that the foregoing MPFA Resolution No. _____ is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Authority duly held in Madera, California on October 7, 2015, of which meeting all of the members of said Authority had due notice.

I further certify that I have carefully compared the foregoing copy with the original minutes of said meeting on file and of record in my office; that said copy is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes; and that said resolution has not been amended, modified, rescinded or revoked in any manner since the date of its adoption, and the same is now in full force and effect.

An agenda of said meeting was posted at least 72 hours before the meeting at City Hall, 205 West Fourth Street, Madera, California 93637, a location freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Notice of said meeting was delivered to each member of the Governing Board of the Authority at least 24 hours before said meeting.

Dated: _____

Secretary of the Madera Public Financing
Authority

TRUST AGREEMENT

between the

MADERA PUBLIC FINANCING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

Trustee

Dated as of [As of Date]

**[\$[Principal Amount]
Madera Public Financing Authority
Wastewater Revenue Refunding Bonds,
Series 2015**

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THIS TRUST AGREEMENT made and entered into as of [As of Date] (the “Trust Agreement”) by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Trustee”) and the MADERA PUBLIC FINANCING AUTHORITY (the “Authority”), a joint exercise of powers authority, duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement by and between the City of Madera and the City of Madera Redevelopment Agency,”

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, bonds may be issued by the Authority pursuant to the provisions of this Trust Agreement and Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and the acts amendatory thereof and supplemental thereto (the “Act”), for the purposes set forth in the Act;

WHEREAS, Article 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California authorizes and empowers the Authority to issue bonds to assist local agencies in financing and refunding certain bonds, upon authorization by resolution of such local agency member of the joint powers authority;

WHEREAS, the City has determined to make installment sale payments to the Authority, pursuant to a Master Installment Sale Agreement, dated as of March 1, 2006 (the “Master Installment Sale Agreement”), as supplemented by a Second Supplemental Installment Sale Agreement, dated as of [As of Date] (the “Second Supplemental Installment Sale Agreement”) and, together with the Master Installment Sale Agreement, the “Installment Sale Agreement”), for the refunding of certain bonds of the Authority designated the “Water and Wastewater Revenue Bonds, Series 2006” (the “2006 Bonds”) and the incidental costs and expenses related thereto paid by the Authority;

WHEREAS, in accordance with the Act and pursuant to the provisions of Resolution No MPFA 15-___ adopted by the Authority on October 7, 2015 (the “Resolution”), and this Trust Agreement, the Authority has authorized the issuance of its Wastewater Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”), in an aggregate principal amount of _____ dollars (\$ _____) to assist in the refunding of the 2006 Bonds;

WHEREAS, in order to provide for the authentication and delivery of the Series 2015 Bonds (as hereinafter defined) and to establish and declare the terms and conditions upon which the Series 2015 Bonds are to be issued, the Authority has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, the Authority has determined that all acts and proceedings required by law and this Trust Agreement necessary to make the Series 2015 Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid and binding obligations of the Authority payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set

forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, the parties hereto agree and covenant, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

Act

The term “Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto.

Annual Debt Service

The term “Annual Debt Service” means, for each Fiscal Year, either, (i) the sum of (1) the interest falling due on all Outstanding Bonds in such Fiscal Year, assuming that all payments of principal are paid as scheduled, and (2) the scheduled payments of principal of the Outstanding Bonds, payable in such Fiscal Year, or (ii) for purposes of the Reserve Fund Requirement, the scheduled payments of installment payments under the Installment Sale Agreement, payable in such Fiscal Year.

Authority

The term “Authority” means the Madera Public Financing Authority created pursuant to the Act and its successors and assigns in accordance herewith.

Authority Revenues

The term “Authority Revenues” means all Payments and other payments paid by the City and received by the Authority pursuant to the Second Supplemental Installment Sale Agreement and all interest or other income from any investment of any money in any fund or account (other than the Rebate Fund) pursuant to Section 3.04.

Average Annual Debt Service

The term “Average Annual Debt Service” means the average Fiscal Year Annual Debt Service over all Fiscal Years during which the Bonds are scheduled to remain Outstanding.

Bonds; Series 2015 Bonds; Serial Bonds; Term Bonds

The term “Bonds” means the Series 2015 Bonds. The term “Series 2015 Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and

executed, issued and delivered in accordance with Article II. The term “Serial Bonds” means Bonds for which no sinking fund payments are provided. The term “Term Bonds” means Bonds which are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Business Day

The term “Business Day” means any day (other than a Saturday or a Sunday) on which banks in New York, New York, are open for business and on which the Trustee is open for business at its principal corporate trust office.

Certificate of the Authority

The term “Certificate of the Authority” means an instrument in writing signed by the Chairperson, Vice-Chairperson, Treasurer or Executive Director of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

Certificate of the City

The term “Certificate of the City” means an instrument in writing signed by the Mayor, Mayor Pro Tem, City Administrator or Director of Finance of the City, or by any other officer of the City duly authorized by the City for that purpose.

City

The term “City” means the City of Madera, a municipal corporation, duly organized and existing under and by virtue of the Constitution and laws of the State.

Code

The term “Code” means the Internal Revenue Code of 1986, as amended.

Costs of Issuance Account

The term “Costs of Issuance Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Defeasance Securities

“Defeasance Securities” mean the following:

1. Cash
2. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series — “SLGs”)
3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities

4. Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book entry form are acceptable.
5. Pre-refunded municipal bonds rates “Aaa” by Moody’s and “AAA” by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody’s rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
6. Obligation issued by the following agencies which are backed by the full faith and credit of the U.S.
 - a. U.S. Export-Import Bank (Eximbank)

Direct obligations or fully guaranteed certificates of beneficial ownership
 - b. Farmers Home Administration (FmHA)

Certificates of beneficial ownership
 - c. Federal Financing Bank
 - d. General Services Administration

Participation certificates
 - e. U.S. Maritime Administration

Guaranteed Title XI financing
 - f. U.S. Department of Housing and Urban Development (HUD)

Project Notes

Local Authority Bonds

New Communities Debentures – U.S. government guaranteed debentures

U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

Fiscal Year

The term “Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law.

Holder

The term “Holder” means any person who shall be the registered owner of any Outstanding Bond in accordance with the Trust Agreement, including, but not limited to, the Purchaser.

Independent Certified Public Accountant

The term “Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the Authority, and who, or each of whom —

- (1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the Authority or any of its members;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the Authority or any of its members; and
- (3) is not connected with the Authority as a member, officer or employee of the Authority or any of its members, but who may be regularly retained to audit the accounting records of and make reports thereon to the Authority or any of its members.

Installment Sale Agreement

The term “Installment Sale Agreement” means the Master Installment Sale Agreement and the Second Supplemental Installment Sale Agreement, as originally executed and as they may from time to time be amended or supplemented pursuant to the provisions thereof.

Interest Account

The term “Interest Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Joint Powers Agreement

The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement by and between the City of Madera and the City of Madera Redevelopment Agency, dated July 17, 1989, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

Master Installment Sale Agreement

The term “Master Installment Sale Agreement” means the Master Installment Sale Agreement for the City of Madera Wastewater Project dated as of March 1, 2006, by and between the City and the Authority.

Maximum Annual Debt Service

The term “Maximum Annual Debt Service” shall mean the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any Outstanding Bonds.

Net Proceeds

The term “Net Proceeds” shall have the meaning ascribed to such term in the Installment Sale Agreement.

Office of the Trustee

The term “Office of the Trustee” means the principal corporate trust office of the Trustee in San Francisco or Los Angeles, California except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

Opinion of Counsel

The term “Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the Authority and satisfactory to and approved by the Trustee (who shall be under no liability by reason of such approval).

Outstanding

The term “Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 6.02) all Bonds except

- (1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and
- (3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the Authority pursuant hereto.

Payments; 2015 Payments; 2006 Payments

The term “Payments” shall have the meaning ascribed to such term in the Installment Sale Agreement. “2015 Payments” and “2006 Payments” shall have the meaning ascribed to such terms in the respective Installment Sale Agreement.

Permitted Investments

“Permitted Investments” mean any of the following obligations if and to the extent that they are permissible investments of funds of the City as stated in its current investment policy and to the extent then permitted by law (provided that the Trustee shall be entitled to rely upon any investment directions from the Authority as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California and comply with the current investment policy of the City):

A. Direct obligations of the United States (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States (stripped securities are only permitted if they have been stripped by the agency itself):

1. United States Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership
2. Farmers Home Administration
Certificates of beneficial ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures
5. General Services Administration
Participation certificates
6. Government National Mortgage Association (“GNMA”)
GNMA – guaranteed mortgage-backed bonds
GNMA – guaranteed pass-through obligations
7. United States Maritime Administration
Guaranteed Title XI financing
8. United States Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures

United States Public Housing Notes and Bonds - United States government
guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations
2. Federal Home Loan Mortgage Corporation (“FHLMC”)
Participation Certificates
Senior debt obligations
3. Federal National Mortgage Association (“FNMA”)
Mortgage-backed securities and senior debt obligations
4. Resolution Funding Corporation (“REFCORP”) obligations
5. Form Credit System
Consolidated systemwide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s, rated “Aaa,” “Aa1” or “Aa2,” including funds for which the Trustee or any of its affiliates (including any holding company, subsidiaries, or other affiliates) provides investment advisory or other management services.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks (including affiliates of the Trustee), savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by FDIC, including BIF and SAIF.

G. Investment Agreements, including Guaranteed Investment Contracts, Forward Purchase Agreements and Reserve Fund Put Agreements.

H. Commercial paper rated, at the time of purchase, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase.

I. Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime – 1” or “A3” or better by Moody’s and “A-1+” or “A” or better by S&P.

K. Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

a. Repos must be between the municipal entity and a dealer bank or securities firm

(1) Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by Standard & Poor’s Ratings Group and Moody’s, or

(2) Banks rated “A” or above by Standard & Poor’s Ratings Group and Moody’s Investor Services.

b. The written repo contract must include the following:

(1) Securities which are acceptable for transfer are:

(a) Direct U.S. governments

(b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(2) The term of the repo may be up to 30 days

(3) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(4) The trustee has a perfected first priority security interest in the collateral.

(5) Valuation of Collateral

(a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest

(b) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

c. Legal opinion which must be delivered to the municipal entity:

Repo meets guidelines under state law for legal investment of public funds.

L. Any state administered pool investment fund in which the City is statutorily permitted or required to invest.

Principal Account

The term “Principal Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Purchaser

The term “Purchaser” means TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, and its successors and assigns.

Rating Agencies

The term “Rating Agencies” shall have the meaning ascribed to such term in the Installment Sale Agreement.

Rebate Fund

The term “Rebate Fund” means the fund by that name established and maintained pursuant to Section 4.03.

Repository

The term “Repository” means the Municipal Securities Rulemaking Board or any other entity designated authorized by the Securities Exchange Commission to receive reports or notices pursuant to Rule 15c2-12. Until otherwise designate by the MSRB or the Securities Exchange Commission, filing with the Repository shall be made through the Electronic Municipal Market Access website, currently located at <http://emma.msrb.org>.

Resolution

The term “Resolution” means Resolution No. MPFA 15-___, adopted by the Authority on October 7, 2015.

Reserve Fund

The term “Reserve Fund” means the fund by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Reserve Fund Requirement

The term “Reserve Fund Requirement” means, as of any date of calculation, with respect to each Reserve Fund, an amount equal to the lesser of (i) Maximum Annual Debt Service

on 2015 Payments under the Installment Sale Agreement, (ii) 125% of Average Annual Debt Service on related 2015 Payments under the Installment Sale Agreement, or (iii) 10% of the amount (within the meaning of Section 148 of the Code) of the 2015 Payments under the Installment Sale Agreement.

Revenue Fund

The term “Revenue Fund” means the Series 2015 Wastewater Bond Revenue Fund established and maintained pursuant to Section 3.02.

Securities Depositories

The term “Securities Depositories” means: The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Fax (212) 855-7232; or such other addresses and/or such other securities depositories as the Authority may designate.

State

The term “State” means the State of California.

Surplus Account

The term “Surplus Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Second Supplemental Installment Sale Agreement

The term “Second Supplemental Installment Sale Agreement” means the Second Supplemental Installment Sale Agreement, dated as of [As of Date], by and between the City and the Authority, supplemental to the Master Installment Sale Agreement.

Trust Agreement

The term “Trust Agreement” means this Trust Agreement, dated as of [As of Date], between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

Trustee

The term “Trustee” means The Bank of New York Mellon Trust Company, N.A., or any successor thereto action pursuant to this Trust Agreement.

2006 Bonds

The term “2006 Bonds” means the Authority’s Water and Wastewater Revenue Bonds, Series 2006.

2006 Trustee

The term “2006 Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee pursuant to the Trust Agreement dated as of March 1, 2006 between the Authority and The Bank of New York Mellon Trust Company, N.A. relating to the 2006 Bonds.

2015 Tax Certificate

“2015 Tax Certificate” means the 2015 Tax Certificate dated the date of initial delivery of the Authority’s Series 2015 Bonds and executed and delivered by the Authority and the City.

Wastewater System

The term “Wastewater System” has the meaning ascribed to such term in the Installment Sale Agreement.

Written Request of the Authority

The term “Written Request of the Authority” means an instrument in writing signed by the Chairperson, Vice-Chairperson, Treasurer or Executive Director of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

SECTION 1.02. Equal Security. In consideration of the acceptance of the Bonds by the Holders thereof, the Trust Agreement shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of all Holders of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF SERIES 2015 BONDS

SECTION 2.01. Authorization and Purpose of Series 2015 Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2015 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law and by the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2015 Bonds do exist, have happened and have been performed in due time, form and manner as required by law and the Trust Agreement, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2015 Bonds in the form and manner provided herein for the purpose

of providing funds to refund the 2006 Bonds and that the Series 2015 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

SECTION 2.02. Terms of the Series 2015 Bonds. The Series 2015 Bonds shall be designated “Madera Public Financing Authority Wastewater Revenue Refunding Bonds, Series 2015” and shall be in the aggregate principal amount of _____ dollars (\$[Principal Amount]). The Series 2015 Bonds shall be dated as of [Closing Date], shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Series 2015 Bonds maturing at any one time), and shall mature on [March 1, 2026] and bear interest at the rate of ____% per annum.

The principal of the Series 2015 Bonds shall be payable in lawful money of the United States of America by check upon presentation thereof at maturity or on redemption prior to maturity at the Office of the Trustee; provided, however, that so long as the Series 2015 Bonds are owned by the Purchaser, the following shall apply: (a) the Series 2015 Bonds are not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof; and (b) the Trustee shall pay the principal of and interest on the Series 2015 Bonds by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Purchaser to the Trustee from time to time; provided that principal on the Series 2015 Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Trustee.

The Series 2015 Bonds shall bear interest at the rate set forth above, payable on March 1, 2016, and semiannually thereafter on March 1 and September 1 in each year. The Series 2015 Bonds shall bear interest from the interest payment date next preceding the date of registration thereof, unless such date of registration is an interest payment date, in which event they shall bear interest from such date, or unless such date of registration is prior to the first interest payment date, in which event they shall bear interest from [Closing Date]; provided, however, that if at the time of registration of any Series 2015 Bond interest is then in default on the outstanding Series 2015 Bonds, such Series 2015 Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the Outstanding Series 2015 Bonds. Payment of interest on the Series 2015 Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the Series 2015 Bonds registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the fifteenth day of the month immediately preceding an interest payment date, whether or not such day is a Business Day, such interest to be paid by check mailed on such interest payment date to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose.

SECTION 2.03. Redemption of Series 2015 Bonds.

(a) Optional Redemption. The Series 2015 Bonds are subject to redemption prior to their respective stated maturities at the direction of the Authority, from moneys deposited by the Authority or the City from any source of available funds, as a whole on any date, or in part (in such maturities as are designated by the Authority at the direction of the City or, if the Authority fails to designate such maturities, in inverse order of maturity and by lot within a

maturity) on any date on or after [March 1, 2026], at a redemption price equal to the principal amount of Series 2015 Bonds called for redemption, together with accrued interest thereon to the date fixed for redemption, without premium.

(b) Mandatory Sinking Fund Redemption. The Series 2015 Bonds maturing on March 1, 20__ are also subject to redemption prior to their respective stated maturities, on any March 1 on or after March 1, 20__, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof and interest accrued thereon to the date fixed for redemption date, without premium, as set forth below.

Sinking Fund Redemption Date (March 1)	Principal Amount
2016	\$
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

*Final Maturity

In the event of an optional redemption pursuant to Section 2.03(a) the Authority shall provide the Trustee with a revised sinking fund schedule giving effect to the optional redemption so completed.

(c) Notice. Notice of redemption shall be mailed by the Trustee upon receipt of a Written Request of the Authority, at least forty-five (45) days prior to the date of prepayment (unless a shorter time shall be acceptable to the Trustee for its convenience), not less than thirty (30) nor more than sixty (60) days prior to the redemption date to (i) the respective Holders of the Series 2015 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Securities Depositories, and (iii) the Repository. Notice of redemption to the Securities Depositories shall be given by registered mail or by other approved means. Notice of redemption to the Repository shall be given by electronic means or by other

approved means. Each notice of redemption shall state the date of such notice, the redemption price, if any, (including the name and appropriate address of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity is to be redeemed, the distinctive certificate numbers of the Series 2015 Bonds of such maturity, to be redeemed and, in the case of Series 2015 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Series 2015 Bonds the redemption price, if any, thereof and in the case of a Series 2015 Bond to be redeemed in part only, the specified portion of the principal amount thereof to be redeemed, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2015 Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Failure to receive such notice shall not invalidate any of the proceedings taken in connection with such redemption.

The Authority shall have the right to rescind any optional redemption by written notice of rescission delivered to the Trustee prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee shall mail notice of rescission of such redemption or cancellation in the same manner as the original notice of redemption was sent.

If notice of redemption has been duly given as aforesaid and not rescinded or cancelled and money for the payment of the redemption price of the Series 2015 Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Series 2015 Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Series 2015 Bonds shall cease to accrue, and the Holders of such Series 2015 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Series 2015 Bonds redeemed pursuant to the provisions of this section shall be canceled by the Trustee and shall be surrendered to the Authority and shall not be reissued.

SECTION 2.04. Form of Series 2015 Bonds. The Series 2015 Bonds and the authentication and registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit A hereto attached and by this reference herein incorporated.

SECTION 2.05. Execution of Series 2015 Bonds. The Chairperson of the Authority is hereby authorized and directed to execute each of the Series 2015 Bonds on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to countersign each of the Series 2015 Bonds on behalf of the Authority. The signatures of such Chairperson and Secretary may be by printed, lithographed or engraved by facsimile reproduction. In case any officer whose signature appears on the Series 2015 Bonds shall cease to be such officer before the delivery of the Series 2015 Bonds to the Purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Series 2015 Bonds.

Only those Series 2015 Bonds bearing thereon a certificate of authentication and registration in the form hereinbefore recited, executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Series 2015 Bonds so authenticated and registered have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

SECTION 2.06. Transfer and Payment of Series 2015 Bonds. [Any Series 2015 Bonds may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2015 Bonds for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. Whenever any Series 2015 Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may deem and treat the registered owner of any Series 2015 Bonds as the absolute owner of such Series 2015 Bonds for the purpose of receiving payment thereof and for all other purposes, whether such Series 2015 Bonds shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of and redemption premium, if any, on such Series 2015 Bonds shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Series 2015 Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to issue, register the transfer of or exchange any Series 2015 Bonds during the fifteen (15) days preceding each interest payment date or the date of selection by the Trustee of Bonds for redemption, or to register the transfer of or exchange any Series 2015 Bonds which have been selected for redemption in whole or in part.][Confirm]

SECTION 2.07. Exchange of Series 2015 Bonds. Series 2015 Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Series 2015 Bonds of the same series and maturity of other authorized denominations. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

SECTION 2.08. Series 2015 Bond Registration Books. The Trustee will keep at its office sufficient books for the registration and transfer of the Series 2015 Bonds which shall at all times be open to inspection by the Authority on reasonable notice during regular business hours on any Business Day, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Series 2015 Bonds in such books as hereinabove provided.

SECTION 2.09. Mutilated, Destroyed, Stolen or Lost Series 2015 Bonds. If any Series 2015 Bond shall become mutilated the Trustee at the expense of the Holder shall thereupon authenticate and deliver, a new Series 2015 Bond of like tenor and number in exchange and

substitution for the Series 2015 Bond so mutilated, but only upon surrender to the Trustee of the Series 2015 Bond so mutilated. Every mutilated Series 2015 Bond so surrendered to the Trustee shall be canceled.

If any Series 2015 Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Holder, shall thereupon authenticate and deliver, a new Series 2015 Bond of like tenor and number in lieu of and in substitution for the Series 2015 Bond so lost, destroyed or stolen.

The Trustee may require payment of a reasonable sum for each new Series 2015 Bond issued under this Section 2.09 and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Series 2015 Bond issued under the provisions of this Section in lieu of any Series 2015 Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the Authority nor the Trustee shall be required to treat both the original Series 2015 Bond and any duplicate Series 2015 Bond as being Outstanding for the purpose of determining the principal amount of Series 2015 Bonds which may be issued hereunder or for the purpose of determining any percentage of Series 2015 Bonds Outstanding hereunder, but both the original and duplicate Series 2015 Bond shall be treated as one and the same.

SECTION 2.10. Temporary Series 2015 Bonds. The Series 2015 Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Series 2015 Bonds when ready for delivery. The temporary Series 2015 Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Series 2015 Bond shall be executed and authenticated as authorized by the Authority, in accordance with the terms of the Act. If the Authority issues temporary Series 2015 Bonds it will execute and furnish definitive Series 2015 Bonds without delay and thereupon the temporary Series 2015 Bonds may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Series 2015 Bonds an equal aggregate principal amount of definitive Series 2015 Bonds of authorized denominations. Until so exchanged, the temporary Series 2015 Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Series 2015 Bonds delivered hereunder.

SECTION 2.11. Procedure for the Issuance of Series 2015 Bonds; Deposit of Proceeds. At any time after the sale of the Series 2015 Bonds in accordance with the Act, the Authority shall execute the Series 2015 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Series 2015 Bonds shall be delivered by the Trustee to the Purchaser thereof upon the Written Request of the Authority and upon receipt of payment therefor from the Purchaser thereof. Upon receipt of payment for the Series 2015 Bonds from the Purchaser thereof, the Trustee shall set aside and deposit the proceeds received from such sale in the following respective accounts or funds or with the following respective persons, in the following order of priority:

(a) The Trustee shall transfer to the 2006 Trustee an amount equal to \$_____ for the purpose of refunding the 2006 Bonds as provided in the 2006 Trust Agreement.

(b) The Trustee shall deposit in the Costs of Issuance Account (established pursuant to Section 3.03 hereof) the sum of \$_____, being the amount of proceeds estimated by the Authority to be used to pay Costs of Issuance with respect to the Series 2015 Bonds.

(c) The Trustee shall deposit in the Reserve Fund (established pursuant to Section 3.03 hereof) the sum of \$_____, which is equal to the Reserve Fund Requirement.

The Trustee may, in its discretion, establish a temporary fund or account to facilitate or account for the foregoing deposits and transfers.

SECTION 2.12. Validity of Series 2015 Bonds. The validity of the issuance of the Series 2015 Bonds shall not be dependent on or affected in any way by the proceedings taken by the Authority for the refunding of the 2006 Bonds or by any contracts made by the Authority or its agents in connection therewith. The recital contained in the Series 2015 Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Series 2015 Bonds shall be incontestable from and after their issuance. The Series 2015 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Series 2015 Bonds (or any temporary Series 2015 Bonds exchangeable therefor) shall have been delivered to the Purchaser thereof and the proceeds of sale thereof received.

SECTION 2.13. Reserved.

ARTICLE III

AUTHORITY REVENUES

SECTION 3.01. Pledge of Authority Revenues. All Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held by the Trustee in any fund or account established hereunder (other than amounts on deposit in the Rebate Fund created pursuant to Section 4.03) are hereby irrevocably pledged to the payment of the interest and premium, if any, on and principal of the Bonds as provided herein, and the Authority Revenues shall not be used for any other purpose while any of the Bonds remain Outstanding; provided, however, that out of the Authority Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a first pledge of and charge and lien upon the Authority Revenues and all other moneys on deposit in the funds and accounts established hereunder (other than amounts on deposit in the Rebate Fund created pursuant to Section 4.03) for the payment of the interest on and principal of the Bonds in accordance with the terms hereof and thereof. The Authority hereby assigns to the Trustee all of the Authority's rights and remedies under the Installment Sale Agreement.

SECTION 3.02. Receipt and Deposit of Authority Revenues in the Revenue Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority

agrees and covenants that all Authority Revenues when and as received shall be received by the Authority in trust hereunder for the benefit of the Holders and shall be deposited when and as received by the Authority in a revenue account and sinking account in the Revenue Fund which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain with the Trustee so long as any Bonds shall be Outstanding hereunder. All Authority Revenues shall be accounted for through and held in trust in the Revenue Fund, and the Authority shall have no beneficial right or interest in any of the Authority Revenues except only as herein provided. All Authority Revenues, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely to the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority.

SECTION 3.03. Establishment and Maintenance of Accounts for Use of Money in the Revenue Fund. Subject to Section 4.03, all money in the Revenue Fund shall be set aside by the Trustee in the following respective special accounts within the Revenue Fund (each of which is hereby created and each of which the Authority hereby covenants and agrees to cause to be maintained) in the following order of priority:

- (a) Interest Account,
- (b) Principal Account,
- (c) Reserve Fund,
- (d) Surplus Account, and
- (e) Costs of Issuance Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section.

(a) Interest Account. On or before the last Business Day of each month, the Trustee shall set aside from the Revenue Fund and deposit in the Interest Account that amount of money which is equal to one-sixth (1/6) of the aggregate amount of interest becoming due and payable on all Outstanding Bonds on the next succeeding March 1 or September 1, as the case may be; provided that from the date of delivery of the Series 2015 Bonds until the first interest payment date, transfers to the Interest Account shall be sufficient on a monthly *pro rata* basis to pay the interest coming due on such date.

No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such interest payment date.

All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity); *provided* that any earnings on deposit in the Interest Account after payment of interest on Bonds on an Interest Payment Date shall be transferred to the Revenue Fund.

(b) Principal Account. On or before the last Business Day of each month, the Trustee shall set aside from the Revenue Fund and deposit in the Principal Account an amount of money equal to one-twelfth (1/12) of the aggregate amount of all sinking fund payments required to be made on the next succeeding March 1 into the respective sinking fund accounts for all Outstanding Term Bonds and the aggregate principal amount of all Outstanding Serial Bonds maturing on the next succeeding March 1; provided that from the date of delivery of the Series 2015 Bonds until the first principal payment date, transfers to the Principal Account shall be sufficient on a monthly *pro rata* basis to pay the principal coming due on such date.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such March 1 plus the aggregate amount of all sinking fund payments required to be made on such March 1 for all Outstanding Term Bonds.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such sinking fund account was created; *provided* that any earnings on deposit in the Principal Account after payment of principal of the Bonds on a Principal Payment Date shall be transferred to the Revenue Fund.

(c) Reserve Fund.

(1) In the event of a withdrawal of amounts from the Reserve Fund to make payments to the Interest Account or the Principal Account, the Trustee shall deposit in the Revenue Fund moneys necessary to restore the amount in the Reserve Fund to the Reserve Fund Requirement but only from the Payments made for such purpose by the City when obligated under the Installment Sale Agreement to restore said amounts; provided, that if there has been a draw upon any Financial Guaranty (as defined in the Installment Sale Agreement) used to provide all or a portion of a Reserve Fund Requirement, said Payments shall be applied to reimburse the provider of such instrument for payments made under such draw plus its expenses in connection therewith.

(2) All money in (or available to) the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of replenishing the Interest Account or the Principal Account (in such order) in the event of any deficiency at any time in any of the Payments.

(3) On March 2 and September 2 of each year, commencing March 2, 2016, all investments in the Reserve Fund shall be valued at the face value thereof if such investments mature within twelve (12) months from the date of valuation, or if such investments mature more than twelve (12) months after the date of valuation, at the price at which such investments are redeemable by the holder, at his option, if so redeemable, or if not so redeemable, at the market value of such investments; and on each such March 2 and September 2, all amounts on deposit in the Reserve Fund in excess of the Reserve Fund Requirement shall be transferred to the Revenue Fund.

(d) Surplus Account. The Trustee, on or before March 1 of each year, beginning on March 1, 2016, shall deposit in the Surplus Account all money remaining in the Revenue Fund after the deposits required by Section 4.03 and subsections (a), (b), (c) and (e) of this section have been made. On June 30 of each year, beginning on June 30, 2016, the Trustee, if the Authority is not then in default hereunder, shall disburse the money in the Surplus Account to the City unless the Trustee, in its discretion, shall determine that any money in the Surplus Account is or will be required for the payment of the principal of or interest on the Bonds on the next succeeding interest payment date (assuming for the purpose of such determination that the City shall pay when due all payments of 2015 Payments required by the Installment Sale Agreement) or any restoration of a Reserve Fund, in which event such money shall be held in the Surplus Account for such purpose.

(e) Costs of Issuance Account. The Trustee shall establish, maintain and hold in trust a separate account within the Revenue Fund (created by Section 3.03) designated as the "Costs of Issuance Account." The moneys in the Costs of Issuance Account shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2015 Bonds.

Before any payment from the Costs of Issuance Account shall be made, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority signed by an authorized officer designated in writing by the Authority and stating (i) the item number of such payment; (ii) the name of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the Costs of Issuance Account and has not been previously paid from said account.

Upon receipt of each such requisition, the Trustee shall pay the amount set forth in such requisition as directed by the terms thereof out of the Costs of Issuance Account. The Trustee need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment. The Trustee shall not incur any liability for any disbursement from the Costs of Issuance Account made in reliance upon any requisition.

The Trustee shall maintain the Costs of Issuance Account until the earlier of (1) a period of 180 days following the date of delivery of the Series 2015 Bonds or (2) receipt by the Trustee of a Request of the City together with a certification that all costs associated with the issuance of the Series 2015 Bonds have been paid, and then the Trustee shall transfer any balance therein to the Interest Account.

SECTION 3.04. Deposit and Investments of Money in Accounts and Funds. Subject to Section 4.03, all money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested and reinvested in Permitted Investments at the Written Request of the Authority received not less than two (2) Business Days prior to the date of making such investment. In the absence of any such Written Request, the Trustee shall invest all such funds and accounts for which such instruction have not been received in investments described in

clause D of the definition of Permitted Investments provided, however, that any such investment shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Authority specifying a specific money market fund and, if no such Written Request of the Authority is so received, the Trustee shall hold such moneys uninvested. All money held in the Reserve Fund shall be invested and reinvested in Permitted Investments with a term to maturity not exceeding five years, provided, that an investment which is subject to redemption at par at any time prior to maturity shall be deemed to have a maturity equal to the redemption date for purposes of this Section 3.04, and all such Permitted Investments shall be valued by the Trustee not less frequently than semi-annually on or before each March 1 and September 1, beginning March 1, 2016 at the lower of the cost or market value thereof. Subject to Section 4.03, all interest or profits received on any money so invested shall be deposited in the Revenue Fund. The Trustee may act as a principal or agent in making or disposing of any investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately. The Trustee shall incur no liability for losses arising from any investments made at the Written Request of the Authority or otherwise made in accordance with this Section.

The Authority (and the City by its execution of the Installment Sale Agreement) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority or the City the right to receive brokerage confirmations of security transactions as they occur, the Authority and the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority and the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

ARTICLE IV

COVENANTS OF THE AUTHORITY

SECTION 4.01. Punctual Payment and Performance. The Authority will punctually pay out of the Authority Revenues the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the Authority contained herein and in the Bonds.

SECTION 4.02. Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Authority Revenues except as provided herein, and will not issue any bonds, notes or obligations payable from the Authority Revenues or secured by a pledge of or charge or lien upon the Authority Revenues except the Bonds.

SECTION 4.03. Tax Covenants; Rebate Fund.

(a) In addition to the accounts created pursuant to Section 3.03, the Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the 2015 Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the 2015 Tax Certificate), for payment to

the United States of America. Notwithstanding the provisions of Sections 4.01, 4.02, 4.04, 8.02 and 9.01 relating to the pledge of Authority Revenues, the allocation of money in the Revenue Fund, the investments of money in any fund or account, the application of funds upon acceleration and the defeasance of Outstanding Bonds, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section 4.03 and by the 2015 Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority, and shall have no liability or responsibility to enforce compliance by the Authority with the terms of the 2015 Tax Certificate.

(b) Any funds remaining in the Rebate Fund after redemption and payment with respect to all of the Series 2015 Bonds or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee and satisfaction of the Rebate Requirement (as defined in the 2015 Tax Certificate), shall be withdrawn by the Trustee and remitted to or upon the written direction of the Authority.

(c) The Authority shall not use or permit the use of any proceeds of the Series 2015 Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause any of the Series 2015 Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code, “private activity bond” within the meaning of Section 141(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code and any such applicable requirements promulgated from time to time thereunder and under Section 93(c) of the Internal Revenue Code of 1954, as amended. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Series 2015 Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section 4.03(c) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Trust Agreement, the Authority shall so instruct the Trustee under this Trust Agreement in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(d) The Authority and the Trustee (as directed by the Authority) specifically covenant to comply with the provisions and procedures of the 2015 Tax Certificate; provided that the Trustee shall not be bound by this covenant if an Event of Default has occurred and is continuing.

(e) The Authority shall not use or permit the use of any proceeds of the Series 2015 Bonds or any funds of the Authority, directly or indirectly, in any manner, and shall not take or omit to take any action that would cause any of the Series 2015 Bonds to be treated as an obligation not described in Section 93(a) of the Code.

(f) Notwithstanding any provisions of this Section 4.03, if the Authority shall provide to the Trustee an Opinion of Counsel that any specified action required under this Section 4.03 or the 2015 Tax Certificate is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2015 Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the

requirements of this Section, and, notwithstanding Article VII hereof, the covenants hereunder shall be deemed to be modified to that extent.

SECTION 4.04. Accounting Records, Reports and Notices.

(a) The Authority will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the Authority Revenues, and such books shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions. Not more than six months after the close of each Fiscal Year, the Authority shall furnish or cause to be furnished to the Trustee a complete financial statement, audit or annual report covering receipts, disbursements, allocation and application of Authority Revenues for such Fiscal Year; provided, however, that in no event shall the Trustee be responsible for reviewing any such financial statements or any of the information contained therein or taking notice of any fact contained therein. The Authority shall also keep or cause to be kept such other information as required under the Rebate Certificate.

(b) The Authority shall furnish or cause to be furnished to the Purchaser a copy of the Authority's financial disclosures in connection with its continuing disclosure undertakings for any outstanding bonds of the Authority.

(c) The Authority shall furnish or cause to be furnished to the Purchaser, at the request of the Purchaser, such additional information that the Purchaser may from time to time reasonably request.

(d) The Authority shall furnish or cause to be furnished to the Purchaser, notice of any material impact to the Authority's financial position.

SECTION 4.05. Prosecution and Defense of Suits. In addition to the indemnity provided herein, the Authority agrees that it shall defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent arising out of the receipt, application or disbursement of any of the Authority Revenues or to the extent involving the failure of the Authority to fulfill its obligations hereunder; *provided* that the Trustee or any affected Holder at its election may appear in and defend any such suit, action or proceeding. The Authority will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the Authority, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the active or passive negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

SECTION 4.06. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Holder, the Authority will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Holders all rights,

interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

ARTICLE V

THE TRUSTEE

SECTION 5.01. The Trustee. The Bank of New York Mellon Trust Company, N.A. shall serve as the Trustee for the Bonds for the purpose of receiving all money which the Authority is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment in Los Angeles, California, with the rights and obligations provided herein. The Authority agrees that it will at all times maintain a Trustee having a principal office in San Francisco or Los Angeles, California.

The Authority may at any time, unless there exists any event of default as defined in Section 7.01, remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; *provided* that any such successor shall be a national banking association, bank or trust company in good standing doing business and having a principal office in San Francisco or Los Angeles, California, duly authorized to exercise trust powers, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such national banking association, bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such national banking association, bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the Authority and by mailing to the Holders notice of such resignation. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing. The Trustee may be removed at any time for any breach of the trust set forth herein. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby. Notwithstanding any other provision of this Trust Agreement, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

The Trustee is hereby authorized to redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the Authority and shall destroy such Bonds and a certificate of destruction shall be delivered to the Authority. The Trustee shall keep accurate records of all Bonds paid and discharged and canceled by it.

The Authority shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation for its services, reimburse the Trustee for all its advances and expenditures including but not limited to advances to and fees and expenses of independent accountants and in-house and other counsel or other experts employed by it and reasonably required in the exercise and performance of its rights and obligations hereunder, and, to the extent permitted by law, indemnify and hold the Trustee and its officers, directors, employees and agents harmless against any claim, loss, liability, damages, expenses (including legal fees and expenses) or advances not arising from the Trustee's own active or passive negligence, willful misconduct or breach of fiduciary duty, which the Trustee may incur in the exercise and performance of its rights and obligations hereunder. The obligations of the Authority under this paragraph to compensate, indemnify, reimburse and hold the Trustee harmless shall constitute additional indebtedness hereunder, and such indebtedness shall have priority over the Bonds in respect of all property and funds held or collected by the Trustee as such, except funds held in trust by the Trustee for the benefit of the holders of particular Bonds, including, without limitation, funds held by the Trustee in trust to redeem all or a portion of Outstanding Bonds prior to their respective maturities for which a notice of redemption has been sent as provided herein.

SECTION 5.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the Authority, and the Trustee assumes no responsibility for the use of any proceeds of the Bonds, the correctness of the same, the collection of the Authority Revenues or makes any representation as to the sufficiency or validity hereof, of the Bonds or any security therefor or any offering material distributed in connection with the Bonds and shall not incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or breach of fiduciary duty.

The Trustee shall not be bound to recognize any person as the Holder of a Bond unless and until such Bond is submitted for inspection, if required, and such Bond is registered in such person's name.

Whenever the Trustee shall deem it necessary or desirable that a factual or legal matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate conforming to the requirements herein or an Opinion of Counsel, which certificate or opinion shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Holders and not in its individual capacity and all persons, including without limitation the Holders, the Authority, and the City, having any claim against the Trustee arising from this Trust Agreement not attributable to the Trustee's negligence or willful misconduct shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. The duties and obligations of the Trustee shall be determined solely by the express

provisions of this Trust Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Agreement, and no implied covenants or obligations (fiduciary or otherwise) shall be read into this Trust Agreement against the Trustee. The Trustee shall not be liable with respect to any action taken or not taken hereunder in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents and such immunities and exceptions and its right to payment of its fees and expenses shall survive its resignation or removal and the final payment and defeasance of the Bonds. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds. The Trustee, in its individual or any other capacity, may become the owner of any Bonds or other obligations of any party hereto with the same rights which it would have if not the Trustee. The Trustee shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises. Before taking or refraining from any action hereunder at the request or direction of the Holders, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished to it and be in full force and effect.

None of the provisions contained herein or in the Installment Sale Agreement shall require the Trustee to expend for risk its own funds or continue to do so or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. The Trustee may rely and shall be protected in acting or failing to act upon any certificate, request, requisition, facsimile transmission, electronic mail, paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Authority to make any payment or principal or interest hereunder when due, unless the Trustee shall be specifically notified in writing at its principal corporate trust office of such default by the Authority, the City or the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds then outstanding. Notwithstanding any other provision hereof, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or official action or evidence thereof, in addition so that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the rights of the Trustee with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions,

strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (E) of Section 7.01 shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Whenever in the administration of the trusts imposed upon it by this Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Request of the Authority, and such Written Request shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Trust Agreement in reliance upon such Written Request, but in its discretion the Trustee may, in lieu

thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may consult with counsel, who may be counsel of or to the Authority or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

ARTICLE VI

AMENDMENT OF THE TRUST AGREEMENT

SECTION 6.01. Amendment of the Trust Agreement. The Trust Agreement and the rights and obligations of the Authority, the Trustee and the Holders may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 6.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, on any Bond without the express written consent of the Holder of such Bond, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Authority Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the Bonds, or (3) reduce the percentage of Bonds required for the written consent to any such amendment, or (4) modify any rights or obligations of the Trustee, the Authority or the City without their prior written assent thereto, respectively.

The Trust Agreement and the rights and obligations of the Authority and of the Holders may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of any Holders, but only to the extent permitted by law and after receipt of an approving Opinion of Counsel for any purpose that will not in the judgment of the Trustee materially adversely affect the interests of the Holders, including (without limitation) for any one or more of the following purposes

(a) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority, or to surrender any right or power reserved herein to or conferred herein on the Authority;

(b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority may deem desirable or necessary and not inconsistent herewith; or

(c) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Trust Agreement under the Trust Indenture Act of 1939.

Copies of any amendments herein shall be sent to Standard & Poor's.

SECTION 6.02. Disqualified Bonds. Bonds owned or held by or for the account of the Authority or the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the Authority and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 6.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Holder of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Holder for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

SECTION 6.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment as to the particular Bonds held by him, *provided* that due notation thereof is made on such Bonds.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

SECTION 7.01. Events of Default and Acceleration of Maturities. If one or more of the following events (herein called "events of default") shall happen, that is to say:

- (a) if default shall be made by the Authority in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;
- (b) if default shall be made by the Authority in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;
- (c) if default shall be made by the Authority in the performance of any of the other agreements or covenants required herein to be performed by the Authority, and such default shall have continued for a period of thirty (30) days after the Authority shall have been given notice in writing of such default by the Trustee; or
- (d) if the Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or

reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such event of default the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall, by notice in writing to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon to be due and payable immediately, and upon any such declaration the same shall become due and payable, anything contained herein or in the Bonds to the contrary notwithstanding. The Trustee shall promptly notify all Holders of any such event of default which is continuing. Such notice shall include a reference to or a summary of the rights and remedies available to the Holders as set forth herein.

This provision, however, is subject to the condition that if at any time after the principal of the Bonds then Outstanding shall have been so declared due and payable and before any judgment or decree for the payment of the money due shall have been obtained or entered the Authority shall deposit with the Trustee a sum sufficient to pay all matured interest on all the Bonds and all principal of the Bonds matured prior to such declaration, with interest at the rate borne by such Bonds on such overdue interest and principal, and the reasonable expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of interest on and principal of the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then and in every such case the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding, by written notice to the Authority and to the Trustee, may on behalf of the Holders of all the Bonds then Outstanding rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

SECTION 7.02. Application of Funds Upon Acceleration. All moneys in the accounts and funds provided in Sections 2.11, 4.02, 4.03 and 4.04 upon the date of the declaration of acceleration by the Trustee as provided in Section 7.01 and all Authority Revenues (other than Authority Revenues on deposit in the Rebate Fund) thereafter received by the Authority hereunder shall be transmitted to the Trustee and shall be applied by the Trustee in the following order.

First, to the payment of the fees, costs and expenses of the Trustee (including any predecessor trustee), if any, in carrying out the provisions of this Trust Agreement, including reasonable compensation to its accountants and counsel (in each case with interest thereon at the highest rate of interest then applicable to the Bonds), and then to the payment of the costs and expenses of the Holders in providing for the declaration of such event of default, including reasonable compensation to their accountants and counsel; and

Second, upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid or upon the surrender thereof if fully paid, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with (to the extent permitted by law) interest on the overdue interest and principal at the rate borne by such Bonds, and in case such money shall be insufficient to pay in full the whole amount so

owing and unpaid upon the Bonds, then to the payment of such interest, principal and (to the extent permitted by law) interest on overdue interest and principal without preference or priority among such interest, principal and interest on overdue interest and principal ratably to the aggregate of such interest, principal and interest on overdue interest and principal.

SECTION 7.03. Institution of Legal Proceedings by Trustee. If one or more of the events of default shall happen and be continuing, the Trustee may, and upon the written request of the Holders of a majority in principal amount of the Bonds then Outstanding so long as the Trustee is indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Holders of Bonds under this Trust Agreement and under Article VI of the Installment Sale Agreement by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties hereunder.

SECTION 7.04. Non-Waiver. Nothing in this article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Holders of the Bonds at the respective dates of maturity or upon prior redemption as provided herein from the Authority Revenues as provided herein pledged for such payment, or shall affect or impair the right of such Holders, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds.

A waiver of any default or breach of duty or contract by any Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by any Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Holders by the Act or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Holders.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the Authority and any Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

SECTION 7.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Holder shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Holders, whether or not the Trustee is a Holder, and the Trustee is hereby appointed (and the successive Holders, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Holders for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Holders as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

SECTION 7.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy, and each such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law. If any remedial action hereunder is discontinued or abandoned, the Trustee and the Bondholders shall be restored to their former positions.

SECTION 7.07. Limitation on Bondholders' Right to Sue. No Holder of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01 hereunder; (b) the Holders of at least a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Holders shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request and consent shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, consent, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Bonds.

SECTION 7.08. Control of Remedies by the Purchaser. [Notwithstanding the foregoing or any other provision of this Trust Agreement, for so long as a majority in aggregate principal amount of the Outstanding Bonds are owned by the Purchaser, the Purchaser shall be entitled to exercise all of the powers, consents, rights and remedies to which the Holders of not less than twenty-five percent, or of a majority, as applicable, in aggregate principal amount of Bonds then Outstanding are entitled hereunder, including the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings on behalf of the Holders available to the Trustee under this Trust Agreement to be taken in connection with the enforcement of the terms of this Trust Agreement or exercising any trust or power conferred on the Trustee by this Trust Agreement.]

SECTION 7.09. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. [To the fullest extent permitted by law, the Authority hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Series 2015 Bonds, this Trust Agreement or any documents relating to the Series 2015 Bonds or this Trust Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the Authority hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be

empowered to hear and determine any and all issues in such Reference whether fact or law. The Authority hereby represents that it does not possess and will not invoke a claim of sovereign immunity for disputes arising out of contractual claims relating to the Series 2015 Bonds or this Trust Agreement.]

ARTICLE VIII

DEFEASANCE

SECTION 8.01. Discharge of Bonds.

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, then the Holders of such Bonds shall cease to be entitled to the pledge of and charge and lien upon the Authority Revenues as provided herein, and all agreements, covenants and other obligations of the Authority to the Holders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of and redemption premiums, if any, on such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities, in each case the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Holders of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds and (4) an Opinion of Counsel that the Series 2015 Bonds have been legally defeased.

SECTION 8.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds which remains unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of

deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the Authority as its absolute property free from trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Holders shall not look to the Trustee for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority, the Trustee may, and at the request of the Authority shall, at the expense of the Authority, cause to be published once a week for two (2) successive weeks in a financial newspaper of general circulation in San Francisco and in Los Angeles, California and in the same or a similar financial newspaper of general circulation in New York, New York a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of each such notice, the balance of such money then unclaimed will be returned to the Authority. Any moneys held by the Trustee in trust for the payment and discharge of any Bonds shall not bear interest or be otherwise invested from and after such maturity or redemption date.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Liability of Authority Limited to Authority Revenues. Notwithstanding anything contained herein, the Authority shall not be required to advance any money derived from any source other than the Authority Revenues as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds or for the performance of any agreements or covenants herein contained. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring an indebtedness.

The Bonds are limited obligations of the Authority and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Authority Revenues as provided herein, and the Authority is not obligated to pay them except from the Authority Revenues. All the Bonds are equally secured by a pledge of and charge and lien upon the Authority Revenues, and the Authority Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds as provided herein. The Bonds are not a debt of the Authority, the State of California or any of its political subdivisions, and neither the Authority, said State nor any of its political subdivisions is liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority as provided herein. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

SECTION 9.02. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the Trustee, and the Holders. Any agreement or covenant required herein to be performed by or on behalf of the Authority or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee, the Holders.

SECTION 9.03. Successor Is Deemed Included In All References To Predecessor. Whenever herein either the Authority or any member, officer or employee thereof or of the State of California is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or such member, officer

or employee, and all agreements and covenants required hereby to be performed by or on behalf of the Authority or any member, officer or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9.04. Execution of Documents by Holders. Any declaration, request or other instrument which is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor and may be executed by Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee.

Any declaration, request or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond with respect to anything done or suffered to be done by the Authority in good faith and in accordance therewith.

SECTION 9.05. Waiver of Personal Liability. No member, officer or employee of the Authority, the City of Madera shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

SECTION 9.06. Acquisition of Bonds by Authority. All Bonds acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

SECTION 9.07. Destruction of Canceled Bonds. Whenever provision is made herein for the cancellation of any Bonds, the Trustee shall destroy such Bonds and furnish to the Authority a certificate of such destruction.

SECTION 9.08. Content of Certificates. Every Certificate of the Authority with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the Authority may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Authority, upon a representation by an officer or officers of the Authority unless the counsel executing such opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

SECTION 9.09. Publication for Successive Weeks. Any publication required to be made hereunder for successive weeks in a financial newspaper may be made in each instance upon any Business Day of the first week and need not be made on the same Business Day of any succeeding week or in the same financial newspaper for any subsequent publication, but may be made on different Business Days or in different financial newspapers, as the case may be.

SECTION 9.10. Accounts and Funds: Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the written directions of the Authority delivered pursuant to the 2015 Tax Certificate and sound corporate trust accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Holders. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

SECTION 9.11. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of, contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to “Articles,” “Sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words “hereby,” “herein,” “hereof,” “hereto,” “herewith,” “hereunder” and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

SECTION 9.12. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Holders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the

application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 9.13. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 9.14. Amendments to Installment Sale Agreement. The Authority shall not supplement, amend, modify or terminate any of the terms of the Installment Sale Agreement (other than by the Second Supplemental Installment Sale Agreement), or consent to any such supplement, amendment, modification or termination, without the written consent of the Trustee and the Purchaser (so long as the Purchaser is the registered owner of the Series 2015 Bonds). The Trustee shall give such written consent only if (1) (a) in the opinion of the Trustee (which may be based solely on an Opinion of Counsel), such supplement, amendment, modification or termination will not materially adversely affect the interests of the Holders or result in any material impairment of the security hereby given for the payment of the Bonds (*provided* that such supplement, amendment or modification shall not be deemed to have such adverse effect or to cause such material impairment solely by reason of providing for the execution of additional Obligation as provided for Article III of the Master Installment Sale Agreement), or (b) the Trustee first obtains the written consent of the Holders of a majority in principal amount of the Bonds then Outstanding to such supplement, amendment, modification or termination; provided, that no such supplement, amendment, modification or termination shall reduce the amount of 2015 Payments to be made to the Authority or the Trustee by the City pursuant to the Installment Sale Agreement, or extend the time for making such payments, or permit the creation of any lien prior to or on a parity with the lien created by the Installment Sale Agreement on Wastewater Revenues (as defined in the Installment Sale Agreement) (except as expressly provided in the Installment Sale Agreement), in each case without the written consent of all of the Holders of the Bonds then Outstanding.

SECTION 9.15. Notices. Except as otherwise provided herein, for the purposes hereof, any notice, consent, request, requisition, direction, certificate or demand or other communication may be served or presented, and such notice or demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows:

Authority:

Madera Public Financing Authority
205 West Fourth Street
Madera, CA 93637
FAX: (559) 674-2972
Attention: Executive Director

Trustee:

The Bank of New York Mellon Trust
Company, N.A.
700 South Flower Street, Suite 500
Los Angeles, CA 90017-4104
FAX: (213) 630-6210
Attention: Corporate Trust

Purchaser:

Western Alliance Bank
One E Washington Street, Suite 1400
Phoenix, AZ 85004
ATTN: Municipal Finance

Any such communication may also be sent by telecopy at the telecopy numbers given above. Any party may change its address by notice to each other party.

IN WITNESS WHEREOF, the MADERA PUBLIC FINANCING AUTHORITY has caused this Trust Agreement to be signed in its name by its Executive Director and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by one of the officers thereunder duly authorized, all as of the day and year first above written.

MADERA PUBLIC FINANCING AUTHORITY

By _____
Executive Director

Attest:

Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

EXHIBIT A
[FORM OF SERIES 2015 BOND]

MADERA PUBLIC FINANCING AUTHORITY
WATER REVENUE BOND
SERIES 2015

No. R-_____

\$_____

NEITHER THE FULL FAITH AND CREDIT OF THE AUTHORITY, THE CITY OF MADERA NOR THE SUCCESSOR AGENCY TO THE CITY OF MADERA REDEVELOPMENT AGENCY IS PLEDGED FOR THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF THE BONDS AND NO TAX OR OTHER SOURCE OF FUNDS OTHER THAN THE AUTHORITY REVENUES HEREINAFTER REFERRED TO IS PLEDGED TO PAY THE INTEREST ON OR PRINCIPAL OF THE BONDS. NEITHER THE PAYMENT OF THE PRINCIPAL OF NOR INTEREST ON THE BONDS CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE CITY OF MADERA OR SUCCESSOR AGENCY TO THE CITY OF MADERA REDEVELOPMENT AGENCY.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
	March 1, 20__	_____, 20__	

REGISTERED OWNER: _____

PRINCIPAL SUM: _____ DOLLARS

The MADERA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority, duly organized and validly existing under and pursuant to the laws of the State of California (the "Authority"), for value received hereby, promises to pay (but only out of the Authority Revenues hereinafter referred to) to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the interest payment date next preceding the date of registration of this Bond (unless this Bond is registered as of an interest payment date, in which event it shall bear interest from that date, or unless this Bond is registered prior to March 1, 2016, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable on March 1, 2016, and semiannually thereafter on each March 1 and September 1.

Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed to the registered owner hereof. The principal hereof is payable in lawful money of the United States of America at the principal office of The Bank of New York Mellon Trust Company, N.A. in Los Angeles, California; provided, however, that so long as the Bonds are owned by TPB Investments, Inc., a wholly owned subsidiary of Western Alliance

Bank, an Arizona corporation, or its successors and assigns (the “Original Purchaser”), the following shall apply: (a) the Bonds are not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof; and (b) the Trustee shall pay the principal of and interest on the Bonds by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Trustee from time to time; provided that principal on the Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the authority designated as its “Wastewater Revenue Refunding Bonds, Series 2015” (the “Bonds”) in aggregate principal amount of _____ dollars (\$[Principal Amount]), all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”), Article 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California and under and pursuant to the provisions of a trust agreement, dated as of [As of Date], between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”), (the “Trust Agreement”) (copies of which are on file at the office of Trustee in Los Angeles, California).

The Bonds are issued to provide funds to finance the cost of improvements to the Wastewater System of the City. The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bonds held in certain funds and accounts pursuant to the Trust Agreement and the Authority Revenues (the “Authority Revenues”) derived from the 2015 Payments and other payments made by the City of Madera (the “City”), and all interest or other investment income, pursuant to the Master Installment Sale Agreement, dated as of March 1, 2006, as supplemented by a Second Supplemental Installment Sale Agreement, dated as of [As of Date] (collectively the “Installment Sale Agreement”, by and between the Authority and the City, and the Authority is not obligated to pay interest on and principal of the Bonds except from the Authority Revenues. All Bonds are equally and ratably secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Authority Revenues, and the Authority Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds as provided in the Trust Agreement. The general fund of the Authority is not liable, and the full faith and credit of the Authority, the City of Madera and the Successor Agency to the City of Madera Redevelopment Agency are not pledged, for the payment of the interest on or principal of the Bonds. No tax shall ever be levied or collected to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Authority Revenues, and neither the payment of the interest on nor principal of the Bonds is a debt, liability or general obligation of the Authority. Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Authority Revenues, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the Authority and the registered

owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds are subject to redemption prior to their respective stated maturities at the direction of the Authority, from moneys deposited by the Authority or the City from any source of available funds, as a whole on any date, or in part (in such maturities as are designated by the Authority at the direction of the City or, if the Authority fails to designate such maturities, in inverse order of maturity and by lot within a maturity) on any date on or after March 1, 20__, at a redemption price equal to the principal amount of Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

Notice of redemption of this Bond shall be given by mail not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owner hereof, subject to and in accordance with provisions of the Trust Agreement with respect thereto. If notice of redemption has been duly given as aforesaid and money for the payment of the above-described redemption price is held by the Trustee, then this Bond shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated, interest on this Bond shall cease to accrue and the registered owner of this Bond shall have no rights with respect hereto except to receive payment of the redemption price hereof.

The Authority shall have the right to rescind any optional redemption by written notice of rescission delivered to the Trustee three (3) Business Days prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee is required to mail notice of rescission of such redemption or cancellation in the same manner as the original notice of redemption was sent.

If an event of default, as defined in the Trust Agreement, shall occur, the principal of all Bonds (and any additional bonds authorized by the Trust Agreement) may be declared due and payable upon the conditions, in the manner and with the effect provided in the Trust Agreement; except that the Trust Agreement provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

This Bond is transferable only on a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such

registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Madera Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the facsimile signature of the Chairperson of the Authority and countersigned by the facsimile signature of the Secretary of said Authority, and has caused this Bond to be dated as of the original issue date specified above.

MADERA PUBLIC FINANCING AUTHORITY

By _____
Chairperson

Countersigned:

Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION AND
REGISTRATION TO APPEAR ON SERIES 2015 BONDS]

This is one of the Bonds described in the within mentioned Trust Agreement which has been authenticated and registered on _____.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By _____
Authorized Signatory

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT TO
APPEAR ON SERIES 2015 BONDS]

For value received the undersigned hereby sells, assigns and transfers unto _____ the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Note: The signature to this Assignment must correspond with the name as written on the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature must be guaranteed by a qualified guarantor institution.

TRUST AGREEMENT

between the

MADERA PUBLIC FINANCING AUTHORITY

and

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.,

Trustee

Dated as of [As of Date]

**\$(Principal Amount)
Madera Public Financing Authority
Water Revenue Refunding Bonds,
Series 2015**

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THIS TRUST AGREEMENT made and entered into as of [As of Date] (the “Trust Agreement”) by and between THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “Trustee”) and the MADERA PUBLIC FINANCING AUTHORITY (the “Authority”), a joint exercise of powers authority, duly organized and existing pursuant to an Agreement entitled “Joint Exercise of Powers Agreement by and between the City of Madera and the City of Madera Redevelopment Agency,”

W I T N E S S E T H:

WHEREAS, the Authority is a joint exercise of powers authority duly organized and operating pursuant to Article 1 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California;

WHEREAS, bonds may be issued by the Authority pursuant to the provisions of this Trust Agreement and Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, and the acts amendatory thereof and supplemental thereto (the “Act”), for the purposes set forth in the Act;

WHEREAS, Article 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California authorizes and empowers the Authority to issue bonds to assist local agencies in financing and refunding certain bonds, upon authorization by resolution of such local agency member of the joint powers authority;

WHEREAS, the City has determined to make installment sale payments to the Authority, pursuant to a Master Installment Sale Agreement, dated as of March 1, 2006 (the “Master Installment Sale Agreement”), as supplemented by a Third Supplemental Installment Sale Agreement, dated as of [As of Date] (the “Third Supplemental Installment Sale Agreement” and, together with the Master Installment Sale Agreement, the “Installment Sale Agreement”), for the refunding of certain bonds of the Authority designated the “Water and Wastewater Revenue Bonds, Series 2006” (the “2006 Bonds”) and the incidental costs and expenses related thereto paid by the Authority;

WHEREAS, in accordance with the Act and pursuant to the provisions of Resolution No MPFA 15-__ adopted by the Authority on October 7, 2015 (the “Resolution”), and this Trust Agreement, the Authority has authorized the issuance of its Water Revenue Refunding Bonds, Series 2015 (the “Series 2015 Bonds”), in an aggregate principal amount of _____ dollars (\$_____) to assist in the refunding of the 2006 Bonds;

WHEREAS, in order to provide for the authentication and delivery of the Series 2015 Bonds (as hereinafter defined) and to establish and declare the terms and conditions upon which the Series 2015 Bonds are to be issued, the Authority has authorized the execution and delivery of this Trust Agreement; and

WHEREAS, the Authority has determined that all acts and proceedings required by law and this Trust Agreement necessary to make the Series 2015 Bonds, when executed by the Authority, authenticated and delivered by the Trustee and duly issued, the valid and binding obligations of the Authority payable in accordance with their terms, and to constitute this Trust Agreement a valid and binding agreement of the parties hereto for the uses and purposes herein set

forth in accordance with its terms, have been done and taken, and the execution and delivery of this Trust Agreement have been in all respects duly authorized;

NOW, THEREFORE, the parties hereto agree and covenant, as follows:

ARTICLE I

DEFINITIONS; EQUAL SECURITY

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof and of any certificate, opinion, request or other document herein or therein mentioned have the meanings herein specified:

Act

The term “Act” means the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto.

Annual Debt Service

The term “Annual Debt Service” means, for each Fiscal Year, either, (i) the sum of (1) the interest falling due on all Outstanding Bonds in such Fiscal Year, assuming that all payments of principal are paid as scheduled, and (2) the scheduled payments of principal of the Outstanding Bonds, payable in such Fiscal Year, or (ii) for purposes of the Reserve Fund Requirement, the scheduled payments of installment payments under the Installment Sale Agreement, payable in such Fiscal Year.

Authority

The term “Authority” means the Madera Public Financing Authority created pursuant to the Act and its successors and assigns in accordance herewith.

Authority Revenues

The term “Authority Revenues” means all Payments and other payments paid by the City and received by the Authority pursuant to the Third Supplemental Installment Sale Agreement and all interest or other income from any investment of any money in any fund or account (other than the Rebate Fund) pursuant to Section 3.04.

Average Annual Debt Service

The term “Average Annual Debt Service” means the average Fiscal Year Annual Debt Service over all Fiscal Years during which the Bonds are scheduled to remain Outstanding.

Bonds; Series 2015 Bonds; Serial Bonds; Term Bonds

The term “Bonds” means the Series 2015 Bonds. The term “Series 2015 Bonds” means all bonds of the Authority authorized by and at any time Outstanding pursuant hereto and

executed, issued and delivered in accordance with Article II. The term “Serial Bonds” means Bonds for which no sinking fund payments are provided. The term “Term Bonds” means Bonds which are payable on or before their specified maturing dates from sinking fund payments established for that purpose and calculated to retire such Bonds on or before their specified maturity dates.

Business Day

The term “Business Day” means any day (other than a Saturday or a Sunday) on which banks in New York, New York, are open for business and on which the Trustee is open for business at its principal corporate trust office.

Certificate of the Authority

The term “Certificate of the Authority” means an instrument in writing signed by the Chairperson, Vice-Chairperson, Treasurer or Executive Director of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

Certificate of the City

The term “Certificate of the City” means an instrument in writing signed by the Mayor, Mayor Pro Tem, City Administrator or Director of Finance of the City, or by any other officer of the City duly authorized by the City for that purpose.

City

The term “City” means the City of Madera, a municipal corporation, duly organized and existing under and by virtue of the Constitution and laws of the State.

Code

The term “Code” means the Internal Revenue Code of 1986, as amended.

Costs of Issuance Account

The term “Costs of Issuance Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Defeasance Securities

“Defeasance Securities” mean the following:

1. Cash
2. U.S. Treasury Certificates, Notes and Bonds (including State and Local Government Series — “SLGs”)
3. Direct obligations of the Treasury which have been stripped by the Treasury itself, CATS, TIGRS and similar securities

4. Resolution Funding Corp. (REFCORP) Only the interest component of REFCORP strips which have been stripped by request of the Federal Reserve Bank of New York in book entry form are acceptable.
5. Pre-refunded municipal bonds rates “Aaa” by Moody’s and “AAA” by S&P. If however, the issue is only rated by S&P (i.e., there is no Moody’s rating), then the pre-refunded bonds must have been pre-refunded with cash, direct U.S. or U.S. guaranteed obligations, or AAA rated pre-refunded municipals to satisfy this condition.
6. Obligation issued by the following agencies which are backed by the full faith and credit of the U.S.
 - a. U.S. Export-Import Bank (Eximbank)
Direct obligations or fully guaranteed certificates of beneficial ownership
 - b. Farmers Home Administration (FmHA)
Certificates of beneficial ownership
 - c. Federal Financing Bank
 - d. General Services Administration
Participation certificates
 - e. U.S. Maritime Administration
Guaranteed Title XI financing
 - f. U.S. Department of Housing and Urban Development (HUD)
Project Notes
Local Authority Bonds
New Communities Debentures – U.S. government guaranteed debentures
U.S. Public Housing Notes and Bonds – U.S. government guaranteed public housing notes and bonds

Fiscal Year

The term “Fiscal Year” means the twelve-month period terminating on June 30 of each year, or any other annual accounting period hereafter selected and designated by the Authority as its Fiscal Year in accordance with applicable law.

Holder

The term “Holder” means any person who shall be the registered owner of any Outstanding Bond in accordance with the Trust Agreement, including, but not limited to, the Purchaser.

Independent Certified Public Accountant

The term “Independent Certified Public Accountant” means any certified public accountant or firm of such accountants duly licensed and entitled to practice and practicing as such under the laws of the State or a comparable successor, appointed and paid by the Authority, and who, or each of whom —

- (1) is in fact independent according to the Statement of Auditing Standards No. 1 and not under the domination of the Authority or any of its members;
- (2) does not have a substantial financial interest, direct or indirect, in the operations of the Authority or any of its members; and
- (3) is not connected with the Authority as a member, officer or employee of the Authority or any of its members, but who may be regularly retained to audit the accounting records of and make reports thereon to the Authority or any of its members.

Installment Sale Agreement

The term “Installment Sale Agreement” means the Master Installment Sale Agreement and the Third Supplemental Installment Sale Agreement, as originally executed and as they may from time to time be amended or supplemented pursuant to the provisions thereof.

Interest Account

The term “Interest Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Joint Powers Agreement

The term “Joint Powers Agreement” means the Joint Exercise of Powers Agreement by and between the City of Madera and the City of Madera Redevelopment Agency, dated July 17, 1989, as originally executed and as it may from time to time be amended or supplemented pursuant to the provisions hereof and thereof.

Master Installment Sale Agreement

The term “Master Installment Sale Agreement” means the Master Installment Sale Agreement for the City of Madera Water Project dated as of March 1, 2006, by and between the City and the Authority.

Maximum Annual Debt Service

The term “Maximum Annual Debt Service” shall mean the largest Annual Debt Service during the period from the date of such determination through the final maturity date of any Outstanding Bonds.

Net Proceeds

The term “Net Proceeds” shall have the meaning ascribed to such term in the Installment Sale Agreement.

Office of the Trustee

The term “Office of the Trustee” means the principal corporate trust office of the Trustee in San Francisco or Los Angeles, California except that with respect to presentation of Bonds for payment or for registration of transfer and exchange such term shall mean the office or agency of the Trustee at which, at any particular time, its corporate trust agency business shall be conducted.

Opinion of Counsel

The term “Opinion of Counsel” means a written opinion of counsel of recognized national standing in the field of law relating to municipal bonds, appointed and paid by the Authority and satisfactory to and approved by the Trustee (who shall be under no liability by reason of such approval).

Outstanding

The term “Outstanding,” when used as of any particular time with reference to Bonds, means (subject to the provisions of Section 6.02) all Bonds except

- (1) Bonds theretofore canceled by the Trustee or surrendered to the Trustee for cancellation;
- (2) Bonds paid or deemed to have been paid within the meaning of Section 8.01; and
- (3) Bonds in lieu of or in substitution for which other Bonds shall have been executed, issued and delivered by the Authority pursuant hereto.

Payments; 2015 Payments; 2010 Payments; 2006 Payments

The term “Payments” shall have the meaning ascribed to such term in the Installment Sale Agreement. “2015 Payments”, “2010 Payments” and “2006 Payments” shall have the meaning ascribed to such terms in the respective Installment Sale Agreement.

Permitted Investments

“Permitted Investments” mean any of the following obligations if and to the extent that they are permissible investments of funds of the City as stated in its current investment policy and to the extent then permitted by law (provided that the Trustee shall be entitled to rely upon any investment directions from the Authority as conclusive certification to the Trustee that the investments described therein are so authorized under the laws of the State of California and comply with the current investment policy of the City):

A. Direct obligations of the United States (including obligations issued or held in book-entry form on the books of the Department of the Treasury, and CATS and TIGRS) or obligations the principal of and interest on which are unconditionally guaranteed by the United States.

B. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies and provided such obligations are backed by the full faith and credit of the United States (stripped securities are only permitted if they have been stripped by the agency itself):

1. United States Export-Import Bank
Direct obligations or fully guaranteed certificates of beneficial ownership
2. Farmers Home Administration
Certificates of beneficial ownership
3. Federal Financing Bank
4. Federal Housing Administration Debentures
5. General Services Administration
Participation certificates
6. Government National Mortgage Association (“GNMA”)
GNMA – guaranteed mortgage-backed bonds
GNMA – guaranteed pass-through obligations
7. United States Maritime Administration
Guaranteed Title XI financing
8. United States Department of Housing and Urban Development
Project Notes
Local Authority Bonds
New Communities Debentures - United States government guaranteed debentures

United States Public Housing Notes and Bonds - United States government
guaranteed public housing notes and bonds

C. Bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following non-full faith and credit United States government agencies (stripped securities are only permitted if they have been stripped by the agency itself):

1. Federal Home Loan Bank System
Senior debt obligations

2. Federal Home Loan Mortgage Corporation (“FHLMC”)
Participation Certificates
Senior debt obligations

3. Federal National Mortgage Association (“FNMA”)
Mortgage-backed securities and senior debt obligations

4. Resolution Funding Corporation (“REFCORP”) obligations

5. Form Credit System
Consolidated systemwide bonds and notes

D. Money market funds registered under the Federal Investment Company Act of 1940, whose shares are registered under the Federal Securities Act of 1933, and having a rating by S&P of “AAAm-G,” “AAA-m,” or “AA-m” and if rated by Moody’s, rated “Aaa,” “Aa1” or “Aa2,” including funds for which the Trustee or any of its affiliates (including any holding company, subsidiaries, or other affiliates) provides investment advisory or other management services.

E. Certificates of deposit secured at all times by collateral described in (A) and/or (B) above. Such certificates must be issued by commercial banks (including affiliates of the Trustee), savings and loan associations or mutual savings banks. The collateral must be held by a third party and the Trustee must have a perfected first security interest in the collateral.

F. Certificates of deposit, savings accounts, deposit accounts or money market deposits (including those of the Trustee and its affiliates) which are fully insured by FDIC, including BIF and SAIF.

G. Investment Agreements, including Guaranteed Investment Contracts, Forward Purchase Agreements and Reserve Fund Put Agreements.

H. Commercial paper rated, at the time of purchase, “P-1” by Moody’s and “A-1+” by S&P and which matures not more than 270 calendar days after the date of purchase.

I. Bonds or notes issued by any state or municipality which are rated by Moody’s and S&P in one of the two highest rating categories assigned by such agencies.

J. Federal funds or bankers acceptances with a maximum term of one year of any bank which has an unsecured, uninsured and unguaranteed obligation rating of “Prime – 1” or “A3” or better by Moody’s and “A-1+” or “A” or better by S&P.

K. Repurchase agreements that provide for the transfer of securities from a dealer bank or securities firm (seller/borrower) to the Trustee (buyer/lender), and the transfer of cash from the Trustee to the dealer bank or securities firm with an agreement that the dealer bank or securities firm will repay the cash plus a yield to the Trustee in exchange for the securities at a specified date.

Repurchase Agreements must satisfy the following criteria:

a. Repos must be between the municipal entity and a dealer bank or securities firm

(1) Primary dealers on the Federal Reserve reporting dealer list which are rated A or better by Standard & Poor’s Ratings Group and Moody’s, or

(2) Banks rated “A” or above by Standard & Poor’s Ratings Group and Moody’s Investor Services.

b. The written repo contract must include the following:

(1) Securities which are acceptable for transfer are:

(a) Direct U.S. governments

(b) Federal agencies backed by the full faith and credit of the U.S. government (and FNMA & FHLMC)

(2) The term of the repo may be up to 30 days

(3) The collateral must be delivered to the municipal entity, trustee (if trustee is not supplying the collateral) or third party acting as agent for the trustee (if the trustee is supplying the collateral) before/simultaneous with payment (perfection by possession of certificated securities).

(4) The trustee has a perfected first priority security interest in the collateral.

(5) Valuation of Collateral

(a) The securities must be valued weekly, marked-to-market at current market price plus accrued interest

(b) The value of collateral must be equal to 104% of the amount of cash transferred by the municipal entity to the dealer bank or security firm under the repo plus accrued interest. If the value of securities held as collateral slips below 104% of the value of the cash transferred by municipality, then additional cash and/or acceptable securities must be transferred. If, however, the securities used as collateral are FNMA or FHLMC, then the value of collateral must equal 105%.

c. Legal opinion which must be delivered to the municipal entity:

Repo meets guidelines under state law for legal investment of public funds.

L. Any state administered pool investment fund in which the City is statutorily permitted or required to invest.

Principal Account

The term “Principal Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Purchaser

The term “Purchaser” means TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, and its successors and assigns.

Rating Agencies

The term “Rating Agencies” shall have the meaning ascribed to such term in the Installment Sale Agreement.

Rebate Fund

The term “Rebate Fund” means the fund by that name established and maintained pursuant to Section 4.03.

Repository

The term “Repository” means the Municipal Securities Rulemaking Board or any other entity designated authorized by the Securities Exchange Commission to receive reports or notices pursuant to Rule 15c2-12. Until otherwise designate by the MSRB or the Securities Exchange Commission, filing with the Repository shall be made through the Electronic Municipal Market Access website, currently located at <http://emma.msrb.org>.

Resolution

The term “Resolution” means Resolution No. MPFA 15-__, adopted by the Authority on October 7, 2015.

Reserve Fund

The term “Reserve Fund” means the fund by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Reserve Fund Requirement

The term “Reserve Fund Requirement” means, as of any date of calculation, with respect to each Reserve Fund, an amount equal to the lesser of (i) Maximum Annual Debt Service

on 2015 Payments under the Installment Sale Agreement, (ii) 125% of Average Annual Debt Service on related 2015 Payments under the Installment Sale Agreement, or (iii) 10% of the amount (within the meaning of Section 148 of the Code) of the 2015 Payments under the Installment Sale Agreement.

Revenue Fund

The term “Revenue Fund” means the Series 2015 Water Bond Revenue Fund established and maintained pursuant to Section 3.02.

Securities Depositories

The term “Securities Depositories” means: The Depository Trust Company, 55 Water Street, 50th Floor, New York, New York 10041-0099, Fax (212) 855-7232; or such other addresses and/or such other securities depositories as the Authority may designate.

State

The term “State” means the State of California.

Surplus Account

The term “Surplus Account” means the account by that name in the Revenue Fund established and maintained pursuant to Section 3.02.

Third Supplemental Installment Sale Agreement

The term “Third Supplemental Installment Sale Agreement” means the Third Supplemental Installment Sale Agreement, dated as of [As of Date], by and between the City and the Authority, supplemental to the Master Installment Sale Agreement.

Trust Agreement

The term “Trust Agreement” means this Trust Agreement, dated as of [As of Date], between the Authority and the Trustee, as originally executed and as it may from time to time be amended or supplemented by all Supplemental Trust Agreements executed pursuant to the provisions hereof.

Trustee

The term “Trustee” means The Bank of New York Mellon Trust Company, N.A., or any successor thereto action pursuant to this Trust Agreement.

2006 Bonds

The term “2006 Bonds” means the Authority’s Water and Wastewater Revenue Bonds, Series 2006.

2006 Trustee

The term “2006 Trustee” means The Bank of New York Mellon Trust Company, N.A., as trustee pursuant to the Trust Agreement dated as of March 1, 2006 between the Authority and The Bank of New York Mellon Trust Company, N.A. relating to the 2006 Bonds.

2015 Tax Certificate

“2015 Tax Certificate” means the 2015 Tax Certificate dated the date of initial delivery of the Authority’s Series 2015 Bonds and executed and delivered by the Authority and the City.

Water System

The term “Water System” has the meaning ascribed to such term in the Installment Sale Agreement.

Written Request of the Authority

The term “Written Request of the Authority” means an instrument in writing signed by the Chairperson, Vice-Chairperson, Treasurer or Executive Director of the Authority, or by any other officer of the Authority duly authorized by the Authority for that purpose.

SECTION 1.02. Equal Security. In consideration of the acceptance of the Bonds by the Holders thereof, the Trust Agreement shall be deemed to be and shall constitute a contract between the Authority and the Holders from time to time of all Bonds authorized, executed, issued and delivered hereunder and then Outstanding to secure the full and final payment of the interest on and principal of and redemption premiums, if any, on all Bonds which may from time to time be authorized, executed, issued and delivered hereunder, subject to the agreements, conditions, covenants and provisions contained herein; and all agreements and covenants set forth herein to be performed by or on behalf of the Authority shall be for the equal and proportionate benefit, protection and security of all Holders of the Bonds without distinction, preference or priority as to security or otherwise of any Bonds over any other Bonds by reason of the number or date thereof or the time of authorization, sale, execution, issuance or delivery thereof or for any cause whatsoever, except as expressly provided herein or therein.

ARTICLE II

ISSUANCE OF SERIES 2015 BONDS

SECTION 2.01. Authorization and Purpose of Series 2015 Bonds. The Authority has reviewed all proceedings heretofore taken relative to the authorization of the Series 2015 Bonds and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law and by the Trust Agreement to exist, to have happened and to have been performed precedent to and in the issuance of the Series 2015 Bonds do exist, have happened and have been performed in due time, form and manner as required by law and the Trust Agreement, and that the Authority is now duly authorized, pursuant to each and every requirement of the Act, to issue the Series 2015 Bonds in the form and manner provided herein for the purpose

of providing funds to refund the 2006 Bonds and that the Series 2015 Bonds shall be entitled to the benefit, protection and security of the provisions hereof.

SECTION 2.02. Terms of the Series 2015 Bonds. The Series 2015 Bonds shall be designated “Madera Public Financing Authority Water Revenue Refunding Bonds, Series 2015” and shall be in the aggregate principal amount of _____ dollars (\$[Principal Amount]). The Series 2015 Bonds shall be dated as of [Closing Date], shall be issued only in fully registered form in denominations of five thousand dollars (\$5,000) or any integral multiple of five thousand dollars (\$5,000) (not exceeding the principal amount of Series 2015 Bonds maturing at any one time), and shall mature on [March 1, 2026] and bear interest at the rate of ____% per annum.

The principal of the Series 2015 Bonds shall be payable in lawful money of the United States of America by check upon presentation thereof at maturity or on redemption prior to maturity at the Office of the Trustee; provided, however, that so long as the Series 2015 Bonds are owned by the Purchaser, the following shall apply: (a) the Series 2015 Bonds are not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof; and (b) the Trustee shall pay the principal of and interest on the Series 2015 Bonds by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Purchaser to the Trustee from time to time; provided that principal on the Series 2015 Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Trustee.

The Series 2015 Bonds shall bear interest at the rate set forth above, payable on March 1, 2016, and semiannually thereafter on March 1 and September 1 in each year. The Series 2015 Bonds shall bear interest from the interest payment date next preceding the date of registration thereof, unless such date of registration is an interest payment date, in which event they shall bear interest from such date, or unless such date of registration is prior to the first interest payment date, in which event they shall bear interest from [Closing Date]; provided, however, that if at the time of registration of any Series 2015 Bond interest is then in default on the outstanding Series 2015 Bonds, such Series 2015 Bond shall bear interest from the interest payment date to which interest has previously been paid or made available for payment on the Outstanding Series 2015 Bonds. Payment of interest on the Series 2015 Bonds due on or before the maturity or prior redemption thereof shall be made to the person whose name appears in the Series 2015 Bonds registration books kept by the Trustee pursuant to Section 2.08 as the registered owner thereof as of the close of business on the fifteenth day of the month immediately preceding an interest payment date, whether or not such day is a Business Day, such interest to be paid by check mailed on such interest payment date to such registered owner at the address as it appears in such books or at such other address as may have been filed with the Trustee for that purpose.

SECTION 2.03. Redemption of Series 2015 Bonds.

(a) Optional Redemption. The Series 2015 Bonds are subject to redemption prior to their respective stated maturities at the direction of the Authority, from moneys deposited by the Authority or the City from any source of available funds, as a whole on any date, or in part (in such maturities as are designated by the Authority at the direction of the City or, if the Authority fails to designate such maturities, in inverse order of maturity and by lot within a maturity) on any date on or after [March 1, 2026], at a redemption price equal to the principal

amount of Series 2015 Bonds called for redemption, together with accrued interest thereon to the date fixed for redemption, without premium.

(b) Mandatory Sinking Fund Redemption. The Series 2015 Bonds maturing on March 1, 20__ are also subject to redemption prior to their respective stated maturities, on any March 1 on or after March 1, 20__, in part by lot, from mandatory sinking account payments at a redemption price equal to the principal amount thereof and interest accrued thereon to the date fixed for redemption date, without premium, as set forth below.

Sinking Fund Redemption Date (March 1)	Principal Amount
2016	\$
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036*	

*Final Maturity

In the event of an optional redemption pursuant to Section 2.03(a) the Authority shall provide the Trustee with a revised sinking fund schedule giving effect to the optional redemption so completed.

(c) Notice. Notice of redemption shall be mailed by the Trustee upon receipt of a Written Request of the Authority, at least forty-five (45) days prior to the date of prepayment (unless a shorter time shall be acceptable to the Trustee for its convenience), not less than thirty (30) nor more than sixty (60) days prior to the redemption date to (i) the respective Holders of the Series 2015 Bonds designated for redemption at their addresses appearing on the registration books of the Trustee, (ii) the Securities Depositories, and (iii) the Repository. Notice of redemption to the Securities Depositories shall be given by registered mail or by other approved means. Notice of redemption to the Repository shall be given by electronic means or by other approved means. Each notice of redemption shall state the date of such notice, the redemption

price, if any, (including the name and appropriate address of the Trustee), the CUSIP number (if any) of the maturity or maturities, and, if less than all of any such maturity is to be redeemed, the distinctive certificate numbers of the Series 2015 Bonds of such maturity, to be redeemed and, in the case of Series 2015 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that on said date there will become due and payable on each of said Series 2015 Bonds the redemption price, if any, thereof and in the case of a Series 2015 Bond to be redeemed in part only, the specified portion of the principal amount thereof to be redeemed, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2015 Bonds be then surrendered at the address of the Trustee specified in the redemption notice. Failure to receive such notice shall not invalidate any of the proceedings taken in connection with such redemption.

The Authority shall have the right to rescind any optional redemption by written notice of rescission delivered to the Trustee prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee shall mail notice of rescission of such redemption or cancellation in the same manner as the original notice of redemption was sent.

If notice of redemption has been duly given as aforesaid and not rescinded or cancelled and money for the payment of the redemption price of the Series 2015 Bonds called for redemption is held by the Trustee, then on the redemption date designated in such notice Series 2015 Bonds so called for redemption shall become due and payable, and from and after the date so designated interest on such Series 2015 Bonds shall cease to accrue, and the Holders of such Series 2015 Bonds shall have no rights in respect thereof except to receive payment of the redemption price thereof.

All Series 2015 Bonds redeemed pursuant to the provisions of this section shall be canceled by the Trustee and shall be surrendered to the Authority and shall not be reissued.

SECTION 2.04. Form of Series 2015 Bonds. The Series 2015 Bonds and the authentication and registration endorsement and assignment to appear thereon shall be substantially in the forms set forth in Exhibit A hereto attached and by this reference herein incorporated.

SECTION 2.05. Execution of Series 2015 Bonds. The Chairperson of the Authority is hereby authorized and directed to execute each of the Series 2015 Bonds on behalf of the Authority and the Secretary of the Authority is hereby authorized and directed to countersign each of the Series 2015 Bonds on behalf of the Authority. The signatures of such Chairperson and Secretary may be by printed, lithographed or engraved by facsimile reproduction. In case any officer whose signature appears on the Series 2015 Bonds shall cease to be such officer before the delivery of the Series 2015 Bonds to the Purchaser thereof, such signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in office until such delivery of the Series 2015 Bonds.

Only those Series 2015 Bonds bearing thereon a certificate of authentication and registration in the form hereinbefore recited, executed manually and dated by the Trustee, shall be entitled to any benefit, protection or security hereunder or be valid or obligatory for any purpose, and such certificate of the Trustee shall be conclusive evidence that the Series 2015 Bonds so authenticated and registered have been duly authorized, executed, issued and delivered hereunder and are entitled to the benefit, protection and security hereof.

SECTION 2.06. Transfer and Payment of Series 2015 Bonds. [Any Series 2015 Bonds may, in accordance with its terms, be transferred in the books required to be kept pursuant to the provisions of Section 2.08 by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series 2015 Bonds for cancellation accompanied by delivery of a duly executed written instrument of transfer in a form approved by the Trustee. Whenever any Series 2015 Bonds shall be surrendered for transfer, the Authority shall execute and the Trustee shall authenticate and deliver to the transferee a new Bond or Bonds of the same series and maturity for a like aggregate principal amount. The Trustee shall require the payment by the Holder requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer as a condition precedent to the exercise of such privilege.

The Authority and the Trustee may deem and treat the registered owner of any Series 2015 Bonds as the absolute owner of such Series 2015 Bonds for the purpose of receiving payment thereof and for all other purposes, whether such Series 2015 Bonds shall be overdue or not, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of and redemption premium, if any, on such Series 2015 Bonds shall be made only to such registered owner, which payments shall be valid and effectual to satisfy and discharge liability on such Series 2015 Bonds to the extent of the sum or sums so paid.

The Trustee shall not be required to issue, register the transfer of or exchange any Series 2015 Bonds during the fifteen (15) days preceding each interest payment date or the date of selection by the Trustee of Bonds for redemption, or to register the transfer of or exchange any Series 2015 Bonds which have been selected for redemption in whole or in part.][Confirm]

SECTION 2.07. Exchange of Series 2015 Bonds. Series 2015 Bonds may be exchanged at the office of the Trustee for a like aggregate principal amount of Series 2015 Bonds of the same series and maturity of other authorized denominations. The Trustee shall require the payment by the Holder requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange as a condition precedent to the exercise of such privilege.

SECTION 2.08. Series 2015 Bond Registration Books. The Trustee will keep at its office sufficient books for the registration and transfer of the Series 2015 Bonds which shall at all times be open to inspection by the Authority on reasonable notice during regular business hours on any Business Day, and upon presentation for such purpose the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer the Series 2015 Bonds in such books as hereinabove provided.

SECTION 2.09. Mutilated, Destroyed, Stolen or Lost Series 2015 Bonds. If any Series 2015 Bond shall become mutilated the Trustee at the expense of the Holder shall thereupon authenticate and deliver, a new Series 2015 Bond of like tenor and number in exchange and

substitution for the Series 2015 Bond so mutilated, but only upon surrender to the Trustee of the Series 2015 Bond so mutilated. Every mutilated Series 2015 Bond so surrendered to the Trustee shall be canceled.

If any Series 2015 Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence be satisfactory to the Trustee and indemnity satisfactory to the Trustee shall be given, the Trustee, at the expense of the Holder, shall thereupon authenticate and deliver, a new Series 2015 Bond of like tenor and number in lieu of and in substitution for the Series 2015 Bond so lost, destroyed or stolen.

The Trustee may require payment of a reasonable sum for each new Series 2015 Bond issued under this Section 2.09 and of the expenses which may be incurred by the Authority and the Trustee in the premises. Any Series 2015 Bond issued under the provisions of this Section in lieu of any Series 2015 Bond alleged to be lost, destroyed or stolen shall be equally and proportionately entitled to the benefits of this Trust Agreement with all other Bonds of the same series secured by this Trust Agreement. Neither the Authority nor the Trustee shall be required to treat both the original Series 2015 Bond and any duplicate Series 2015 Bond as being Outstanding for the purpose of determining the principal amount of Series 2015 Bonds which may be issued hereunder or for the purpose of determining any percentage of Series 2015 Bonds Outstanding hereunder, but both the original and duplicate Series 2015 Bond shall be treated as one and the same.

SECTION 2.10. Temporary Series 2015 Bonds. The Series 2015 Bonds issued under this Trust Agreement may be initially issued in temporary form exchangeable for definitive Series 2015 Bonds when ready for delivery. The temporary Series 2015 Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the Authority, shall be in fully registered form and may contain such reference to any of the provisions of this Trust Agreement as may be appropriate. Every temporary Series 2015 Bond shall be executed and authenticated as authorized by the Authority, in accordance with the terms of the Act. If the Authority issues temporary Series 2015 Bonds it will execute and furnish definitive Series 2015 Bonds without delay and thereupon the temporary Series 2015 Bonds may be surrendered, for cancellation, in exchange therefor at the Office of the Trustee, and the Trustee shall deliver in exchange for such temporary Series 2015 Bonds an equal aggregate principal amount of definitive Series 2015 Bonds of authorized denominations. Until so exchanged, the temporary Series 2015 Bonds shall be entitled to the same benefits under this Trust Agreement as definitive Series 2015 Bonds delivered hereunder.

SECTION 2.11. Procedure for the Issuance of Series 2015 Bonds; Deposit of Proceeds. At any time after the sale of the Series 2015 Bonds in accordance with the Act, the Authority shall execute the Series 2015 Bonds for issuance hereunder and shall deliver them to the Trustee, and thereupon the Series 2015 Bonds shall be delivered by the Trustee to the Purchaser thereof upon the Written Request of the Authority and upon receipt of payment therefor from the Purchaser thereof. Upon receipt of payment for the Series 2015 Bonds from the Purchaser thereof, the Trustee shall set aside and deposit the proceeds received from such sale in the following respective accounts or funds or with the following respective persons, in the following order of priority:

(a) The Trustee shall transfer to the 2006 Trustee an amount equal to \$_____ for the purpose of refunding the 2006 Bonds as provided in the 2006 Trust Agreement.

(b) The Trustee shall deposit in the Costs of Issuance Account (established pursuant to Section 3.03 hereof) the sum of \$_____, being the amount of proceeds estimated by the Authority to be used to pay Costs of Issuance with respect to the Series 2015 Bonds.

(c) The Trustee shall deposit in the Reserve Fund (established pursuant to Section 3.03 hereof) the sum of \$_____, which is equal to the Reserve Fund Requirement.

The Trustee may, in its discretion, establish a temporary fund or account to facilitate or account for the foregoing deposits and transfers.

SECTION 2.12. Validity of Series 2015 Bonds. The validity of the issuance of the Series 2015 Bonds shall not be dependent on or affected in any way by the proceedings taken by the Authority for the refunding of the 2006 Bonds or by any contracts made by the Authority or its agents in connection therewith. The recital contained in the Series 2015 Bonds that the same are issued pursuant to the Act and pursuant hereto shall be conclusive evidence of their validity and of the regularity of their issuance, and all Series 2015 Bonds shall be incontestable from and after their issuance. The Series 2015 Bonds shall be deemed to be issued, within the meaning hereof, whenever the definitive Series 2015 Bonds (or any temporary Series 2015 Bonds exchangeable therefor) shall have been delivered to the Purchaser thereof and the proceeds of sale thereof received.

SECTION 2.13. Reserved.

ARTICLE III

AUTHORITY REVENUES

SECTION 3.01. Pledge of Authority Revenues. All Authority Revenues and any other amounts (including proceeds of the sale of the Bonds) held by the Trustee in any fund or account established hereunder (other than amounts on deposit in the Rebate Fund created pursuant to Section 4.03) are hereby irrevocably pledged to the payment of the interest and premium, if any, on and principal of the Bonds as provided herein, and the Authority Revenues shall not be used for any other purpose while any of the Bonds remain Outstanding; provided, however, that out of the Authority Revenues and other moneys there may be applied such sums for such purposes as are permitted hereunder. This pledge shall constitute a first pledge of and charge and lien upon the Authority Revenues and all other moneys on deposit in the funds and accounts established hereunder (other than amounts on deposit in the Rebate Fund created pursuant to Section 4.03) for the payment of the interest on and principal of the Bonds in accordance with the terms hereof and thereof. The Authority hereby assigns to the Trustee all of the Authority's rights and remedies under the Installment Sale Agreement.

SECTION 3.02. Receipt and Deposit of Authority Revenues in the Revenue Fund. In order to carry out and effectuate the pledge, charge and lien contained herein, the Authority

agrees and covenants that all Authority Revenues when and as received shall be received by the Authority in trust hereunder for the benefit of the Holders and shall be deposited when and as received by the Authority in a revenue account and sinking account in the Revenue Fund which fund is hereby created and which fund the Authority hereby agrees and covenants to maintain with the Trustee so long as any Bonds shall be Outstanding hereunder. All Authority Revenues shall be accounted for through and held in trust in the Revenue Fund, and the Authority shall have no beneficial right or interest in any of the Authority Revenues except only as herein provided. All Authority Revenues, whether received by the Authority in trust or deposited with the Trustee as herein provided, shall nevertheless be allocated, applied and disbursed solely to the purposes and uses hereinafter in this Article set forth, and shall be accounted for separately and apart from all other accounts, funds, money or other resources of the Authority.

SECTION 3.03. Establishment and Maintenance of Accounts for Use of Money in the Revenue Fund. Subject to Section 4.03, all money in the Revenue Fund shall be set aside by the Trustee in the following respective special accounts within the Revenue Fund (each of which is hereby created and each of which the Authority hereby covenants and agrees to cause to be maintained) in the following order of priority:

- (a) Interest Account,
- (b) Principal Account,
- (c) Reserve Fund,
- (d) Surplus Account, and
- (e) Costs of Issuance Account.

All money in each of such accounts shall be held in trust by the Trustee and shall be applied, used and withdrawn only for the purposes hereinafter authorized in this section.

(a) Interest Account. On or before the last Business Day of each month, the Trustee shall set aside from the Revenue Fund and deposit in the Interest Account that amount of money which is equal to one-sixth (1/6) of the aggregate amount of interest becoming due and payable on all Outstanding Bonds on the next succeeding March 1 or September 1, as the case may be; provided that from the date of delivery of the Series 2015 Bonds until the first interest payment date, transfers to the Interest Account shall be sufficient on a monthly *pro rata* basis to pay the interest coming due on such date.

No deposit need be made in the Interest Account if the amount contained therein is at least equal to the aggregate amount of interest becoming due and payable on all Outstanding Bonds on such interest payment date.

All money in the Interest Account shall be used and withdrawn by the Trustee solely for the purpose of paying the interest on the Bonds as it shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity); *provided* that any earnings on deposit in the Interest Account after payment of interest on Bonds on an Interest Payment Date shall be transferred to the Revenue Fund.

(b) Principal Account. On or before the last Business Day of each month, the Trustee shall set aside from the Revenue Fund and deposit in the Principal Account an amount of money equal to one-twelfth (1/12) of the aggregate amount of all sinking fund payments required to be made on the next succeeding March 1 into the respective sinking fund accounts for all Outstanding Term Bonds and the aggregate principal amount of all Outstanding Serial Bonds maturing on the next succeeding March 1; provided that from the date of delivery of the Series 2015 Bonds until the first principal payment date, transfers to the Principal Account shall be sufficient on a monthly *pro rata* basis to pay the principal coming due on such date.

No deposit need be made in the Principal Account if the amount contained therein is at least equal to the aggregate amount of the principal of all Outstanding Serial Bonds maturing by their terms on such March 1 plus the aggregate amount of all sinking fund payments required to be made on such March 1 for all Outstanding Term Bonds.

All money in the Principal Account shall be used and withdrawn by the Trustee solely for the purpose of paying the principal of the Bonds as they shall become due and payable, whether at maturity or redemption, except that any money in any sinking fund account shall be used and withdrawn by the Trustee only to purchase or to redeem or to pay Term Bonds for which such sinking fund account was created; *provided* that any earnings on deposit in the Principal Account after payment of principal of the Bonds on a Principal Payment Date shall be transferred to the Revenue Fund.

(c) Reserve Fund.

(1) In the event of a withdrawal of amounts from the Reserve Fund to make payments to the Interest Account or the Principal Account, the Trustee shall deposit in the Revenue Fund moneys necessary to restore the amount in the Reserve Fund to the Reserve Fund Requirement but only from the Payments made for such purpose by the City when obligated under the Installment Sale Agreement to restore said amounts; provided, that if there has been a draw upon any Financial Guaranty (as defined in the Installment Sale Agreement) used to provide all or a portion of a Reserve Fund Requirement, said Payments shall be applied to reimburse the provider of such instrument for payments made under such draw plus its expenses in connection therewith.

(2) All money in (or available to) the Reserve Fund shall be used and withdrawn by the Trustee solely for the purpose of replenishing the Interest Account or the Principal Account (in such order) in the event of any deficiency at any time in any of the Payments.

(3) On March 2 and September 2 of each year, commencing March 2, 2016, all investments in the Reserve Fund shall be valued at the face value thereof if such investments mature within twelve (12) months from the date of valuation, or if such investments mature more than twelve (12) months after the date of valuation, at the price at which such investments are redeemable by the holder, at his option, if so redeemable, or if not so redeemable, at the market value of such investments; and on each such March 2 and September 2, all amounts on deposit in the Reserve Fund in excess of the Reserve Fund Requirement shall be transferred to the Revenue Fund.

(d) Surplus Account. The Trustee, on or before March 1 of each year, beginning on March 1, 2016, shall deposit in the Surplus Account all money remaining in the Revenue Fund after the deposits required by Section 4.03 and subsections (a), (b), (c) and (e) of this section have been made. On June 30 of each year, beginning on June 30, 2016, the Trustee, if the Authority is not then in default hereunder, shall disburse the money in the Surplus Account to the City unless the Trustee, in its discretion, shall determine that any money in the Surplus Account is or will be required for the payment of the principal of or interest on the Bonds on the next succeeding interest payment date (assuming for the purpose of such determination that the City shall pay when due all payments of 2015 Payments required by the Installment Sale Agreement) or any restoration of a Reserve Fund, in which event such money shall be held in the Surplus Account for such purpose.

(e) Costs of Issuance Account. The Trustee shall establish, maintain and hold in trust a separate account within the Revenue Fund (created by Section 3.03) designated as the "Costs of Issuance Account." The moneys in the Costs of Issuance Account shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2015 Bonds.

Before any payment from the Costs of Issuance Account shall be made, the Authority shall file or cause to be filed with the Trustee a requisition of the Authority signed by an authorized officer designated in writing by the Authority and stating (i) the item number of such payment; (ii) the name of the person to whom each such payment is due, which may be the Authority in the case of reimbursement for costs theretofore paid by the Authority; (iii) the respective amounts to be paid; (iv) the purpose by general classification for which each obligation to be paid was incurred; and (v) that obligations in the stated amounts have been incurred by the Authority and are presently due and payable and that each item thereof is a proper charge against the Costs of Issuance Account and has not been previously paid from said account.

Upon receipt of each such requisition, the Trustee shall pay the amount set forth in such requisition as directed by the terms thereof out of the Costs of Issuance Account. The Trustee need not make any such payment if it has received notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys to be so paid, which has not been released or will not be released simultaneously with such payment. The Trustee shall not incur any liability for any disbursement from the Costs of Issuance Account made in reliance upon any requisition.

The Trustee shall maintain the Costs of Issuance Account until the earlier of (1) a period of 180 days following the date of delivery of the Series 2015 Bonds or (2) receipt by the Trustee of a Request of the City together with a certification that all costs associated with the issuance of the Series 2015 Bonds have been paid, and then the Trustee shall transfer any balance therein to the Interest Account.

SECTION 3.04. Deposit and Investments of Money in Accounts and Funds. Subject to Section 4.03, all money held by the Trustee in any of the accounts or funds established pursuant hereto shall be invested and reinvested in Permitted Investments at the Written Request of the Authority received not less than two (2) Business Days prior to the date of making such investment. In the absence of any such Written Request, the Trustee shall invest all such funds and accounts for which such instruction have not been received in investments described in clause D of the definition of Permitted Investments provided, however, that any such investment

shall be made by the Trustee only if, prior to the date on which such investment is to be made, the Trustee shall have received a Written Request of the Authority specifying a specific money market fund and, if no such Written Request of the Authority is so received, the Trustee shall hold such moneys uninvested. All money held in the Reserve Fund shall be invested and reinvested in Permitted Investments with a term to maturity not exceeding five years, provided, that an investment which is subject to redemption at par at any time prior to maturity shall be deemed to have a maturity equal to the redemption date for purposes of this Section 3.04, and all such Permitted Investments shall be valued by the Trustee not less frequently than semi-annually on or before each March 1 and September 1, beginning March 1, 2016 at the lower of the cost or market value thereof. Subject to Section 4.03, all interest or profits received on any money so invested shall be deposited in the Revenue Fund. The Trustee may act as a principal or agent in making or disposing of any investment. For investment purposes, the Trustee may commingle the funds and accounts established hereunder, but shall account for each separately. The Trustee shall incur no liability for losses arising from any investments made at the Written Request of the Authority or otherwise made in accordance with this Section.

The Authority (and the City by its execution of the Installment Sale Agreement) acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority or the City the right to receive brokerage confirmations of security transactions as they occur, the Authority and the City specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority and the City periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder.

ARTICLE IV

COVENANTS OF THE AUTHORITY

SECTION 4.01. Punctual Payment and Performance. The Authority will punctually pay out of the Authority Revenues the interest on and the principal of and redemption premiums, if any, to become due on every Bond issued hereunder in strict conformity with the terms hereof and of the Bonds, and will faithfully observe and perform all the agreements and covenants to be observed or performed by the Authority contained herein and in the Bonds.

SECTION 4.02. Against Encumbrances. The Authority will not make any pledge of or place any charge or lien upon the Authority Revenues except as provided herein, and will not issue any bonds, notes or obligations payable from the Authority Revenues or secured by a pledge of or charge or lien upon the Authority Revenues except the Bonds.

SECTION 4.03. Tax Covenants; Rebate Fund.

(a) In addition to the accounts created pursuant to Section 3.03, the Trustee shall establish and maintain a fund separate from any other fund or account established and maintained hereunder designated as the Rebate Fund. There shall be deposited in the Rebate Fund such amounts as are required to be deposited therein pursuant to the 2015 Tax Certificate. All money at any time deposited in the Rebate Fund shall be held by the Trustee in trust, to the extent required to satisfy the Rebate Requirement (as defined in the 2015 Tax Certificate), for payment to the United States of America. Notwithstanding the provisions of Sections 4.01, 4.02, 4.04, 8.02

and 9.01 relating to the pledge of Authority Revenues, the allocation of money in the Revenue Fund, the investments of money in any fund or account, the application of funds upon acceleration and the defeasance of Outstanding Bonds, all amounts required to be deposited into or on deposit in the Rebate Fund shall be governed exclusively by this Section 4.03 and by the 2015 Tax Certificate (which is incorporated herein by reference). The Trustee shall be deemed conclusively to have complied with such provisions if it follows the written directions of the Authority, and shall have no liability or responsibility to enforce compliance by the Authority with the terms of the 2015 Tax Certificate.

(b) Any funds remaining in the Rebate Fund after redemption and payment with respect to all of the Series 2015 Bonds or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee and satisfaction of the Rebate Requirement (as defined in the 2015 Tax Certificate), shall be withdrawn by the Trustee and remitted to or upon the written direction of the Authority.

(c) The Authority shall not use or permit the use of any proceeds of the Series 2015 Bonds or any funds of the Authority, directly or indirectly, to acquire any securities or obligations, and shall not take or permit to be taken any other action or actions, which would cause any of the Series 2015 Bonds to be an “arbitrage bond” within the meaning of Section 148 of the Code, “private activity bond” within the meaning of Section 141(a) of the Code, or “federally guaranteed” within the meaning of Section 149(b) of the Code and any such applicable requirements promulgated from time to time thereunder and under Section 93(c) of the Internal Revenue Code of 1954, as amended. The Authority shall observe and not violate the requirements of Section 148 of the Code and any such applicable regulations. The Authority shall comply with all requirements of Sections 148 and 149(b) of the Code to the extent applicable to the Series 2015 Bonds. In the event that at any time the Authority is of the opinion that for purposes of this Section 4.03(c) it is necessary to restrict or to limit the yield on the investment of any moneys held by the Trustee under this Trust Agreement, the Authority shall so instruct the Trustee under this Trust Agreement in writing, and the Trustee shall take such action as may be necessary in accordance with such instructions.

(d) The Authority and the Trustee (as directed by the Authority) specifically covenant to comply with the provisions and procedures of the 2015 Tax Certificate; provided that the Trustee shall not be bound by this covenant if an Event of Default has occurred and is continuing.

(e) The Authority shall not use or permit the use of any proceeds of the Series 2015 Bonds or any funds of the Authority, directly or indirectly, in any manner, and shall not take or omit to take any action that would cause any of the Series 2015 Bonds to be treated as an obligation not described in Section 93(a) of the Code.

(f) Notwithstanding any provisions of this Section 4.03, if the Authority shall provide to the Trustee an Opinion of Counsel that any specified action required under this Section 4.03 or the 2015 Tax Certificate is no longer required or that some further or different action is required to maintain the exclusion from federal income tax of interest on the Series 2015 Bonds, the Trustee and the Authority may conclusively rely on such opinion in complying with the requirements of this Section, and, notwithstanding Article VII hereof, the covenants hereunder shall be deemed to be modified to that extent.

SECTION 4.04. Accounting Records, Reports and Notices.

(a) The Authority will keep or cause to be kept proper books of record and accounts in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocation and application of the Authority Revenues, and such books shall be available for inspection by the Trustee at reasonable hours and under reasonable conditions. Not more than six months after the close of each Fiscal Year, the Authority shall furnish or cause to be furnished to the Trustee a complete financial statement, audit or annual report covering receipts, disbursements, allocation and application of Authority Revenues for such Fiscal Year; provided, however, that in no event shall the Trustee be responsible for reviewing any such financial statements or any of the information contained therein or taking notice of any fact contained therein. The Authority shall also keep or cause to be kept such other information as required under the Rebate Certificate.

(b) The Authority shall furnish or cause to be furnished to the Purchaser a copy of the Authority's financial disclosures in connection with its continuing disclosure undertakings for any outstanding bonds of the Authority.

(c) The Authority shall furnish or cause to be furnished to the Purchaser, at the request of the Purchaser, such additional information that the Purchaser may from time to time reasonably request.

(d) The Authority shall furnish or cause to be furnished to the Purchaser, notice of any material impact to the Authority's financial position.

SECTION 4.05. Prosecution and Defense of Suits. In addition to the indemnity provided herein, the Authority agrees that it shall defend against every suit, action or proceeding at any time brought against the Trustee upon any claim to the extent arising out of the receipt, application or disbursement of any of the Authority Revenues or to the extent involving the failure of the Authority to fulfill its obligations hereunder; *provided* that the Trustee or any affected Holder at its election may appear in and defend any such suit, action or proceeding. The Authority will indemnify and hold harmless the Trustee against any and all liability claimed or asserted by any person to the extent arising out of such failure by the Authority, and will indemnify and hold harmless the Trustee against any attorney's fees or other expenses which it may incur in connection with any litigation to which it may become a party by reason of its actions hereunder, except for any loss, cost, damage or expense resulting from the active or passive negligence, willful misconduct or breach of duty by the Trustee. Notwithstanding any contrary provision hereof, this covenant shall remain in full force and effect even though all Bonds secured hereby may have been fully paid and satisfied.

SECTION 4.06. Further Assurances. Whenever and so often as reasonably requested to do so by the Trustee or any Holder, the Authority will promptly execute and deliver or cause to be executed and delivered all such other and further assurances, documents or instruments, and promptly do or cause to be done all such other and further things as may be necessary or reasonably required in order to further and more fully vest in the Holders all rights, interests, powers, benefits, privileges and advantages conferred or intended to be conferred upon them hereby.

ARTICLE V

THE TRUSTEE

SECTION 5.01. The Trustee. The Bank of New York Mellon Trust Company, N.A. shall serve as the Trustee for the Bonds for the purpose of receiving all money which the Authority is required to deposit with the Trustee hereunder and for the purpose of allocating, applying and using such money as provided herein and for the purpose of paying the interest on and principal of and redemption premiums, if any, on the Bonds presented for payment in Los Angeles, California, with the rights and obligations provided herein. The Authority agrees that it will at all times maintain a Trustee having a principal office in San Francisco or Los Angeles, California.

The Authority may at any time, unless there exists any event of default as defined in Section 7.01, remove the Trustee initially appointed and any successor thereto and may appoint a successor or successors thereto by an instrument in writing; *provided* that any such successor shall be a national banking association, bank or trust company in good standing doing business and having a principal office in San Francisco or Los Angeles, California, duly authorized to exercise trust powers, having a combined capital (exclusive of borrowed capital) and surplus of at least seventy-five million dollars (\$75,000,000) and subject to supervision or examination by federal or state authority. If such national banking association, bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this section the combined capital and surplus of such national banking association, bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee may at any time resign by giving written notice of such resignation to the Authority and by mailing to the Holders notice of such resignation. Upon receiving such notice of resignation, the Authority shall promptly appoint a successor Trustee by an instrument in writing. The Trustee may be removed at any time for any breach of the trust set forth herein. Any removal or resignation of a Trustee and appointment of a successor Trustee shall become effective only upon the acceptance of appointment by the successor Trustee. If, within thirty (30) days after notice of the removal or resignation of the Trustee no successor Trustee shall have been appointed and shall have accepted such appointment, the removed or resigning Trustee may petition any court of competent jurisdiction for the appointment of a successor Trustee, which court may thereupon, after such notice, if any, as it may deem proper and prescribe and as may be required by law, appoint a successor Trustee having the qualifications required hereby. Notwithstanding any other provision of this Trust Agreement, no removal, resignation or termination of the Trustee shall take effect until a successor shall be appointed.

The Trustee is hereby authorized to redeem the Bonds when duly presented for payment at maturity or on redemption prior to maturity. The Trustee shall cancel all Bonds upon payment thereof or upon the surrender thereof by the Authority and shall destroy such Bonds and a certificate of destruction shall be delivered to the Authority. The Trustee shall keep accurate records of all Bonds paid and discharged and canceled by it.

The Authority shall from time to time, subject to any agreement between the Authority and the Trustee then in force, pay to the Trustee compensation for its services, reimburse the Trustee for all its advances and expenditures including but not limited to advances

to and fees and expenses of independent accountants and in-house and other counsel or other experts employed by it and reasonably required in the exercise and performance of its rights and obligations hereunder, and, to the extent permitted by law, indemnify and hold the Trustee and its officers, directors, employees and agents harmless against any claim, loss, liability, damages, expenses (including legal fees and expenses) or advances not arising from the Trustee's own active or passive negligence, willful misconduct or breach of fiduciary duty, which the Trustee may incur in the exercise and performance of its rights and obligations hereunder. The obligations of the Authority under this paragraph to compensate, indemnify, reimburse and hold the Trustee harmless shall constitute additional indebtedness hereunder, and such indebtedness shall have priority over the Bonds in respect of all property and funds held or collected by the Trustee as such, except funds held in trust by the Trustee for the benefit of the holders of particular Bonds, including, without limitation, funds held by the Trustee in trust to redeem all or a portion of Outstanding Bonds prior to their respective maturities for which a notice of redemption has been sent as provided herein.

SECTION 5.02. Liability of Trustee. The recitals of facts, agreements and covenants herein and in the Bonds shall be taken as recitals of facts, agreements and covenants of the Authority, and the Trustee assumes no responsibility for the use of any proceeds of the Bonds, the correctness of the same, the collection of the Authority Revenues or makes any representation as to the sufficiency or validity hereof, of the Bonds or any security therefor or any offering material distributed in connection with the Bonds and shall not incur any responsibility in respect thereof other than in connection with the rights or obligations assigned to or imposed upon it herein, in the Bonds or in law or equity. The Trustee shall not be liable in connection with the performance of its duties hereunder except for its own negligence, willful misconduct or breach of fiduciary duty.

The Trustee shall not be bound to recognize any person as the Holder of a Bond unless and until such Bond is submitted for inspection, if required, and such Bond is registered in such person's name.

Whenever the Trustee shall deem it necessary or desirable that a factual or legal matter be established or proved prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Trustee, be deemed to be conclusively proved and established by a certificate conforming to the requirements herein or an Opinion of Counsel, which certificate or opinion shall be full warrant to the Trustee for any action taken or suffered under the provisions hereof upon the faith thereof, but in its discretion the Trustee may in lieu thereof accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

In accepting the trust hereby created, the Trustee acts solely as Trustee for the Holders and not in its individual capacity and all persons, including without limitation the Holders, the Authority, and the City, having any claim against the Trustee arising from this Trust Agreement not attributable to the Trustee's negligence or willful misconduct shall look only to the funds and accounts held by the Trustee hereunder for payment except as otherwise provided herein. The duties and obligations of the Trustee shall be determined solely by the express provisions of this Trust Agreement, the Trustee shall not be liable except for the performance of such duties and obligations as are specifically set forth in this Trust Agreement, and no implied covenants or obligations (fiduciary or otherwise) shall be read into this Trust Agreement against

the Trustee. The Trustee shall not be liable with respect to any action taken or not taken hereunder in good faith in accordance with the direction of the holders of not less than a majority in aggregate principal amount of the Bonds at the time outstanding. The Trustee shall, during the existence of any event of default (which has not been cured), exercise such of the rights and powers vested in it by this Trust Agreement, and use the same degree of care and skill in their exercise, as a prudent person would exercise of use under the circumstances in the conduct of its own affairs. The permissive right of the Trustee to do things enumerated in this Trust Agreement shall not be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct. The immunities and exceptions from liability of the Trustee shall extend to its officers, directors, employees and agents and such immunities and exceptions and its right to payment of its fees and expenses shall survive its resignation or removal and the final payment and defeasance of the Bonds. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds. The Trustee, in its individual or any other capacity, may become the owner of any Bonds or other obligations of any party hereto with the same rights which it would have if not the Trustee. The Trustee shall not be required to give any bond or surety in respect of the execution of said trusts and powers or otherwise in respect of the premises. Before taking or refraining from any action hereunder at the request or direction of the Holders, the Trustee may require that an indemnity bond satisfactory to the Trustee be furnished to it and be in full force and effect.

None of the provisions contained herein or in the Installment Sale Agreement shall require the Trustee to expend for risk its own funds or continue to do so or otherwise incur individual financial liability in the performance of any of its duties or in the exercise of any of its rights or powers if it shall reasonably believe that repayment of such funds or adequate indemnity against such risk or liability is not assured to it. The Trustee may rely and shall be protected in acting or failing to act upon any certificate, request, requisition, facsimile transmission, electronic mail, paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Trustee shall not be required to take notice or be deemed to have notice of any Event of Default hereunder except failure by the Authority to make any payment or principal or interest hereunder when due, unless the Trustee shall be specifically notified in writing at its principal corporate trust office of such default by the Authority, the City or the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of Bonds then outstanding. Notwithstanding any other provision hereof, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or official action or evidence thereof, in addition so that by the terms hereof required as a condition of such action, by the Trustee deemed desirable for the purpose of establishing the rights of the Trustee with respect to the authentication of any Bonds, the withdrawal of any cash, the release of any property or the taking of any other action by the Trustee.

The Trustee shall not be considered in breach of or in default in its obligations hereunder or progress in respect thereto in the event of enforced delay ("unavoidable delay") in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence, including, but not limited to, Acts of God or of the public enemy or terrorists, acts of a government, acts of the other party, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, earthquakes, explosion, mob violence, riot, inability to procure or general sabotage or rationing of labor, equipment, facilities, sources of energy, material or supplies in the open market, litigation or arbitration involving a party or others relating to zoning

or other governmental action or inaction pertaining to the project, malicious mischief, condemnation, and unusually severe weather or delays of suppliers or subcontractors due to such causes or any similar event and/or occurrences beyond the control of the Trustee.

The Trustee agrees to accept and act upon instructions or directions pursuant to this Trust Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Trustee shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which such incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the Authority or the City elects to give the Trustee e-mail or facsimile instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Authority and the City agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

The Trustee may execute any of the trusts or powers hereof and perform the duties required of it hereunder by or through attorneys, agents, affiliates, or receivers, and shall be entitled to advice of counsel concerning all matters of trust and its duty hereunder, and the Trustee shall not be answerable for the default or misconduct of any such attorney, agent, or receiver selected by it with reasonable care.

The Trustee shall have no responsibility or liability with respect to any information, statements or recital in any offering memorandum or other disclosure material prepared or distributed with respect to the issuance of these Bonds.

Any company into which the Trustee may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under subsection (E) of Section 7.01 shall be the successor to such Trustee without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Whenever in the administration of the trusts imposed upon it by this Trust Agreement the Trustee shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a Written Request of the Authority, and such Written Request shall be full warrant to the Trustee for any action taken or suffered in good faith under the provisions of this Trust Agreement in reliance upon such Written Request, but in its discretion the Trustee may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as it may deem reasonable.

The Trustee may consult with counsel, who may be counsel of or to the Authority or the City, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

The Trustee shall not be concerned with or accountable to anyone for the subsequent use or application of any moneys which shall be released or withdrawn in accordance with the provisions hereof.

ARTICLE VI

AMENDMENT OF THE TRUST AGREEMENT

SECTION 6.01. Amendment of the Trust Agreement. The Trust Agreement and the rights and obligations of the Authority, the Trustee and the Holders may be amended at any time by a Supplemental Trust Agreement which shall become binding when the written consents of the Holders of a majority in aggregate principal amount of the Bonds then Outstanding, exclusive of Bonds disqualified as provided in Section 6.02, are filed with the Trustee. No such amendment shall (1) extend the maturity of or reduce the interest rate on or amount of interest on or principal of or redemption premium, if any, on any Bond without the express written consent of the Holder of such Bond, or (2) permit the creation by the Authority of any pledge of or charge or lien upon the Authority Revenues as provided herein superior to or on a parity with the pledge, charge and lien created hereby for the benefit of the Bonds, or (3) reduce the percentage of Bonds required for the written consent to any such amendment, or (4) modify any rights or obligations of the Trustee, the Authority or the City without their prior written assent thereto, respectively.

The Trust Agreement and the rights and obligations of the Authority and of the Holders may also be amended at any time by a Supplemental Trust Agreement which shall become binding upon adoption without the consent of any Holders, but only to the extent permitted by law and after receipt of an approving Opinion of Counsel for any purpose that will not in the judgment of the Trustee materially adversely affect the interests of the Holders, including (without limitation) for any one or more of the following purposes

- (a) to add to the agreements and covenants required herein to be performed by the Authority other agreements and covenants thereafter to be performed by the Authority, or to surrender any right or power reserved herein to or conferred herein on the Authority;
- (b) to make such provisions for the purpose of curing any ambiguity or of correcting, curing or supplementing any defective provision contained herein or in regard to questions arising hereunder which the Authority may deem desirable or necessary and not inconsistent herewith; or
- (c) to add to the agreements and covenants required herein, such agreements and covenants as may be necessary to qualify the Trust Agreement under the Trust Indenture Act of 1939.

Copies of any amendments herein shall be sent to Standard & Poor's.

SECTION 6.02. Disqualified Bonds. Bonds owned or held by or for the account of the Authority or the City shall not be deemed Outstanding for the purpose of any consent or other action or any calculation of Outstanding Bonds provided in this article, and shall not be entitled to consent to or take any other action provided in this article. Upon request of the Trustee, the Authority and the City shall specify in a certificate to the Trustee those Bonds disqualified pursuant to this Section and the Trustee may conclusively rely on such certificate.

SECTION 6.03. Endorsement or Replacement of Bonds After Amendment. After the effective date of any action taken as hereinabove provided, the Authority may determine that the Bonds may bear a notation by endorsement in form approved by the Authority as to such action, and in that case upon demand of the Holder of any Outstanding Bonds and presentation of his Bond for such purpose at the office of the Trustee a suitable notation as to such action shall be made on such Bond. If the Authority shall so determine, new Bonds so modified as, in the opinion of the Authority, shall be necessary to conform to such action shall be prepared and executed, and in that case upon demand of the Holder of any Outstanding Bond a new Bond or Bonds shall be exchanged at the office of the Trustee without cost to each Holder for its Bond or Bonds then Outstanding upon surrender of such Outstanding Bonds.

SECTION 6.04. Amendment by Mutual Consent. The provisions of this article shall not prevent any Holder from accepting any amendment as to the particular Bonds held by him, *provided* that due notation thereof is made on such Bonds.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES OF HOLDERS

SECTION 7.01. Events of Default and Acceleration of Maturities. If one or more of the following events (herein called "events of default") shall happen, that is to say:

- (a) if default shall be made by the Authority in the due and punctual payment of the interest on any Bond when and as the same shall become due and payable;
- (b) if default shall be made by the Authority in the due and punctual payment of the principal of or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed or by proceedings for redemption;
- (c) if default shall be made by the Authority in the performance of any of the other agreements or covenants required herein to be performed by the Authority, and such default shall have continued for a period of thirty (30) days after the Authority shall have been given notice in writing of such default by the Trustee; or
- (d) if the Authority shall file a petition or answer seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if a court of competent jurisdiction shall approve a petition filed with or without the consent of the Authority seeking arrangement or reorganization under the federal bankruptcy laws or any other applicable law of the United States of America or any state therein, or if under the provisions of any other law for the

relief or aid of debtors any court of competent jurisdiction shall assume custody or control of the Authority or of the whole or any substantial part of its property;

then and in each and every such case during the continuance of such event of default the Trustee may, and upon the written request of the Holders of not less than a majority in aggregate principal amount of the Bonds then Outstanding shall, by notice in writing to the Authority, declare the principal of all Bonds then Outstanding and the interest accrued thereon to be due and payable immediately, and upon any such declaration the same shall become due and payable, anything contained herein or in the Bonds to the contrary notwithstanding. The Trustee shall promptly notify all Holders of any such event of default which is continuing. Such notice shall include a reference to or a summary of the rights and remedies available to the Holders as set forth herein.

This provision, however, is subject to the condition that if at any time after the principal of the Bonds then Outstanding shall have been so declared due and payable and before any judgment or decree for the payment of the money due shall have been obtained or entered the Authority shall deposit with the Trustee a sum sufficient to pay all matured interest on all the Bonds and all principal of the Bonds matured prior to such declaration, with interest at the rate borne by such Bonds on such overdue interest and principal, and the reasonable expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of interest on and principal of the Bonds due and payable solely by reason of such declaration) shall have been made good or cured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall have been made therefor, then and in every such case the Holders of not less than a majority in aggregate principal amount of Bonds then Outstanding, by written notice to the Authority and to the Trustee, may on behalf of the Holders of all the Bonds then Outstanding rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any right or power consequent thereon.

SECTION 7.02. Application of Funds Upon Acceleration. All moneys in the accounts and funds provided in Sections 2.11, 4.02, 4.03 and 4.04 upon the date of the declaration of acceleration by the Trustee as provided in Section 7.01 and all Authority Revenues (other than Authority Revenues on deposit in the Rebate Fund) thereafter received by the Authority hereunder shall be transmitted to the Trustee and shall be applied by the Trustee in the following order.

First, to the payment of the fees, costs and expenses of the Trustee (including any predecessor trustee), if any, in carrying out the provisions of this Trust Agreement, including reasonable compensation to its accountants and counsel (in each case with interest thereon at the highest rate of interest then applicable to the Bonds), and then to the payment of the costs and expenses of the Holders in providing for the declaration of such event of default, including reasonable compensation to their accountants and counsel; and

Second, upon presentation of the several Bonds, and the stamping thereon of the amount of the payment if only partially paid or upon the surrender thereof if fully paid, to the payment of the whole amount then owing and unpaid upon the Bonds for interest and principal, with (to the extent permitted by law) interest on the overdue interest and principal at the rate borne by such Bonds, and in case such money shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such interest, principal and (to the extent permitted by law) interest on overdue interest and principal without preference or priority

among such interest, principal and interest on overdue interest and principal ratably to the aggregate of such interest, principal and interest on overdue interest and principal.

SECTION 7.03. Institution of Legal Proceedings by Trustee. If one or more of the events of default shall happen and be continuing, the Trustee may, and upon the written request of the Holders of a majority in principal amount of the Bonds then Outstanding so long as the Trustee is indemnified to its satisfaction therefor, shall, proceed to protect or enforce its rights or the rights of the Holders of Bonds under this Trust Agreement and under Article VI of the Installment Sale Agreement by a suit in equity or action at law, either for the specific performance of any covenant or agreement contained herein, or in aid of the execution of any power herein granted, or by mandamus or other appropriate proceeding for the enforcement of any other legal or equitable remedy as the Trustee shall deem most effectual in support of any of its rights and duties hereunder.

SECTION 7.04. Non-Waiver. Nothing in this article or in any other provision hereof or in the Bonds shall affect or impair the obligation of the Authority, which is absolute and unconditional, to pay the interest on and principal of and redemption premiums, if any, on the Bonds to the respective Holders of the Bonds at the respective dates of maturity or upon prior redemption as provided herein from the Authority Revenues as provided herein pledged for such payment, or shall affect or impair the right of such Holders, which is also absolute and unconditional, to institute suit to enforce such payment by virtue of the contract embodied herein and in the Bonds.

A waiver of any default or breach of duty or contract by any Holder shall not affect any subsequent default or breach of duty or contract or impair any rights or remedies on any such subsequent default or breach of duty or contract. No delay or omission by any Holder to exercise any right or remedy accruing upon any default or breach of duty or contract shall impair any such right or remedy or shall be construed to be a waiver of any such default or breach of duty or contract or an acquiescence therein, and every right or remedy conferred upon the Holders by the Act or by this Article may be enforced and exercised from time to time and as often as shall be deemed expedient by the Holders.

If any action, proceeding or suit to enforce any right or exercise any remedy is abandoned, the Authority and any Holder shall be restored to their former positions, rights and remedies as if such action, proceeding or suit had not been brought or taken.

SECTION 7.05. Actions by Trustee as Attorney-in-Fact. Any action, proceeding or suit which any Holder shall have the right to bring to enforce any right or remedy hereunder may be brought by the Trustee for the equal benefit and protection of all Holders, whether or not the Trustee is a Holder, and the Trustee is hereby appointed (and the successive Holders, by taking and holding the Bonds issued hereunder, shall be conclusively deemed to have so appointed it) the true and lawful attorney-in-fact of the Holders for the purpose of bringing any such action, proceeding or suit and for the purpose of doing and performing any and all acts and things for and on behalf of the Holders as a class or classes as may be advisable or necessary in the opinion of the Trustee as such attorney-in-fact.

SECTION 7.06. Remedies Not Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy, and each such remedy

shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise and may be exercised without exhausting and without regard to any other remedy conferred by the Act or any other law. If any remedial action hereunder is discontinued or abandoned, the Trustee and the Bondholders shall be restored to their former positions.

SECTION 7.07. Limitation on Bondholders' Right to Sue. No Holder of any Bond issued hereunder shall have the right to institute any suit, action or proceeding at law or equity, for any remedy under or upon this Trust Agreement, unless (a) such Holder shall have previously given to the Trustee written notice of the occurrence of an event of default as defined in Section 7.01 hereunder; (b) the Holders of at least a majority in aggregate principal amount of all the Bonds then Outstanding shall have made written request upon the Trustee to exercise the powers hereinbefore granted or to institute such suit, action or proceeding in its own name; (c) said Holders shall have tendered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities to be incurred in compliance with such request; and (d) the Trustee shall have refused or omitted to comply with such request for a period of sixty (60) days after such request and consent shall have been received by, and said tender of indemnity shall have been made to, the Trustee.

Such notification, request, consent, tender of indemnity and refusal or omission are hereby declared, in every case, to be conditions precedent to the exercise by any owner of Bonds of any remedy hereunder; it being understood and intended that no one or more owners of Bonds shall have any right in any manner whatever by his or their action to enforce any right under this Trust Agreement, except in the manner herein provided, and that all proceedings at law or in equity to enforce any provision of the Trust Agreement shall be instituted, had and maintained in the manner herein provided and for the equal benefit of all Holders of the Outstanding Bonds.

SECTION 7.08. Control of Remedies by the Purchaser. [Notwithstanding the foregoing or any other provision of this Trust Agreement, for so long as a majority in aggregate principal amount of the Outstanding Bonds are owned by the Purchaser, the Purchaser shall be entitled to exercise all of the powers, consents, rights and remedies to which the Holders of not less than twenty-five percent, or of a majority, as applicable, in aggregate principal amount of Bonds then Outstanding are entitled hereunder, including the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting all remedial proceedings on behalf of the Holders available to the Trustee under this Trust Agreement to be taken in connection with the enforcement of the terms of this Trust Agreement or exercising any trust or power conferred on the Trustee by this Trust Agreement.]

SECTION 7.09. Waiver of Jury Trial; Agreement for Judicial Reference; No Sovereign Immunity. [To the fullest extent permitted by law, the Authority hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, the Series 2015 Bonds, this Trust Agreement or any documents relating to the Series 2015 Bonds or this Trust Agreement, or the enforcement of any remedy under any law, statute, or regulation. To the extent such waiver is not enforceable, the Authority hereby consents to the adjudication of any and all such matters pursuant to Judicial Reference as provided in Section 638 of the California Code of Civil Procedure, and the judicial referee shall be empowered to hear and determine any and all issues in such Reference whether fact or law. The Authority hereby represents that it does not possess and will not invoke a claim of sovereign

immunity for disputes arising out of contractual claims relating to the Series 2015 Bonds or this Trust Agreement.]

ARTICLE VIII

DEFEASANCE

SECTION 8.01. Discharge of Bonds.

(a) If the Authority shall pay or cause to be paid or there shall otherwise be paid to the Holders of all Outstanding Bonds the interest thereon and the principal thereof and the redemption premiums, if any, thereon at the times and in the manner stipulated herein and therein, then the Holders of such Bonds shall cease to be entitled to the pledge of and charge and lien upon the Authority Revenues as provided herein, and all agreements, covenants and other obligations of the Authority to the Holders of such Bonds hereunder shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall execute and deliver to the Authority all such instruments as may be necessary or desirable to evidence such discharge and satisfaction, the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant hereto which are not required for the payment of the interest on and principal of and redemption premiums, if any, on such Bonds.

(b) Any Outstanding Bonds shall prior to the maturity date or redemption date thereof be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if (1) in case any of such Bonds are to be redeemed on any date prior to their maturity date, the Authority shall have given to the Trustee in form satisfactory to it irrevocable instructions to provide notice in accordance with Section 2.03, (2) there shall have been deposited with the Trustee either (A) money in an amount which shall be sufficient or (B) Defeasance Securities, in each case the interest on and principal of which when paid will provide money which, together with the money, if any, deposited with the Trustee at the same time, shall be sufficient, in the opinion of an Independent Certified Public Accountant, to pay when due the interest to become due on such Bonds on and prior to the maturity date or redemption date thereof, as the case may be, and the principal of and redemption premiums, if any, on such Bonds, (3) in the event such Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, the Authority shall have given the Trustee in form satisfactory to it irrevocable instructions to mail as soon as practicable, a notice to the Holders of such Bonds that the deposit required by clause (2) above has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this section and stating the maturity date or redemption date upon which money is to be available for the payment of the principal of and redemption premiums, if any, on such Bonds and (4) an Opinion of Counsel that the Series 2015 Bonds have been legally defeased.

SECTION 8.02. Unclaimed Money. Anything contained herein to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds which remains unclaimed for two (2) years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for redemption prior to maturity, if such money was held by the Trustee at such date, or for two (2) years after the date of deposit of such money if deposited with the Trustee after the date when such Bonds have become due and payable, shall be repaid by the Trustee to the Authority as its absolute property free from

trust, and the Trustee shall thereupon be released and discharged with respect thereto and the Holders shall not look to the Trustee for the payment of such Bonds; provided, however, that before being required to make any such payment to the Authority, the Trustee may, and at the request of the Authority shall, at the expense of the Authority, cause to be published once a week for two (2) successive weeks in a financial newspaper of general circulation in San Francisco and in Los Angeles, California and in the same or a similar financial newspaper of general circulation in New York, New York a notice that such money remains unclaimed and that, after a date named in such notice, which date shall not be less than thirty (30) days after the date of the first publication of each such notice, the balance of such money then unclaimed will be returned to the Authority. Any moneys held by the Trustee in trust for the payment and discharge of any Bonds shall not bear interest or be otherwise invested from and after such maturity or redemption date.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. Liability of Authority Limited to Authority Revenues.

Notwithstanding anything contained herein, the Authority shall not be required to advance any money derived from any source other than the Authority Revenues as provided herein for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds or for the performance of any agreements or covenants herein contained. The Authority may, however, advance funds for any such purpose so long as such funds are derived from a source legally available for such purpose without incurring an indebtedness.

The Bonds are limited obligations of the Authority and are payable, as to interest thereon, principal thereof and any premiums upon the redemption of any thereof, solely from the Authority Revenues as provided herein, and the Authority is not obligated to pay them except from the Authority Revenues. All the Bonds are equally secured by a pledge of and charge and lien upon the Authority Revenues, and the Authority Revenues constitute a trust fund for the security and payment of the interest on and principal of and redemption premiums, if any, on the Bonds as provided herein. The Bonds are not a debt of the Authority, the State of California or any of its political subdivisions, and neither the Authority, said State nor any of its political subdivisions is liable thereon, nor in any event shall the Bonds be payable out of any funds or properties other than those of the Authority as provided herein. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory limitation or restriction.

SECTION 9.02. Benefits of the Trust Agreement Limited to Parties. Nothing contained herein, expressed or implied, is intended to give to any person other than the Authority, the Trustee, and the Holders. Any agreement or covenant required herein to be performed by or on behalf of the Authority or any member, officer or employee thereof shall be for the sole and exclusive benefit of the Trustee, the Holders.

SECTION 9.03. Successor Is Deemed Included In All References To Predecessor. Whenever herein either the Authority or any member, officer or employee thereof or of the State of California is named or referred to, such reference shall be deemed to include the successor to the powers, duties and functions that are presently vested in the Authority or such member, officer or employee, and all agreements and covenants required hereby to be performed by or on behalf of

the Authority or any member, officer or employee thereof shall bind and inure to the benefit of the respective successors thereof whether so expressed or not.

SECTION 9.04. Execution of Documents by Holders. Any declaration, request or other instrument which is permitted or required herein to be executed by Holders may be in one or more instruments of similar tenor and may be executed by Holders in person or by their attorneys appointed in writing. The fact and date of the execution by any Holder or his attorney of any declaration, request or other instrument or of any writing appointing such attorney may be proved by the certificate of any notary public or other officer authorized to make acknowledgments of deeds to be recorded in the state or territory in which he purports to act that the person signing such declaration, request or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution duly sworn to before such notary public or other officer. The ownership of any Bonds and the amount, maturity, number and date of holding the same may be proved by the registration books relating to the Bonds at the office of the Trustee.

Any declaration, request or other instrument or writing of the Holder of any Bond shall bind all future Holders of such Bond with respect to anything done or suffered to be done by the Authority in good faith and in accordance therewith.

SECTION 9.05. Waiver of Personal Liability. No member, officer or employee of the Authority, the City of Madera shall be individually or personally liable for the payment of the interest on or principal of or redemption premiums, if any, on the Bonds by reason of their issuance, but nothing herein contained shall relieve any such member, officer or employee from the performance of any official duty provided by the Act or any other applicable provisions of law or hereby.

SECTION 9.06. Acquisition of Bonds by Authority. All Bonds acquired by the Authority, whether by purchase or gift or otherwise, shall be surrendered to the Trustee for cancellation.

SECTION 9.07. Destruction of Canceled Bonds. Whenever provision is made herein for the cancellation of any Bonds, the Trustee shall destroy such Bonds and furnish to the Authority a certificate of such destruction.

SECTION 9.08. Content of Certificates. Every Certificate of the Authority with respect to compliance with any agreement, condition, covenant or provision provided herein shall include (a) a statement that the person or persons making or giving such certificate have read such agreement, condition, covenant or provision and the definitions herein relating thereto; (b) a brief statement as to the nature and scope of the examination or investigation upon which the statements contained in such certificate are based; (c) a statement that, in the opinion of the signers, they have made or caused to be made such examination or investigation as is necessary to enable them to express an informed opinion as to whether or not such agreement, condition, covenant or provision has been complied with; and (d) a statement as to whether, in the opinion of the signers, such agreement, condition, covenant or provision has been complied with.

Any Certificate of the Authority may be based, insofar as it relates to legal matters, upon an Opinion of Counsel unless the person making or giving such certificate knows that the

Opinion of Counsel with respect to the matters upon which his certificate may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous. Any Opinion of Counsel may be based, insofar as it relates to factual matters information with respect to which is in the possession of the Authority, upon a representation by an officer or officers of the Authority unless the counsel executing such opinion of Counsel knows that the representation with respect to the matters upon which his opinion may be based, as aforesaid, is erroneous, or in the exercise of reasonable care should have known that the same was erroneous.

SECTION 9.09. Publication for Successive Weeks. Any publication required to be made hereunder for successive weeks in a financial newspaper may be made in each instance upon any Business Day of the first week and need not be made on the same Business Day of any succeeding week or in the same financial newspaper for any subsequent publication, but may be made on different Business Days or in different financial newspapers, as the case may be.

SECTION 9.10. Accounts and Funds: Business Days. Any account or fund required herein to be established and maintained by the Trustee may be established and maintained in the accounting records of the Trustee either as an account or a fund, and may, for the purposes of such accounting records, any audits thereof and any reports or statements with respect thereto, be treated either as an account or a fund; but all such records with respect to all such accounts and funds shall at all times be maintained in accordance with the written directions of the Authority delivered pursuant to the 2015 Tax Certificate and sound corporate trust accounting practice and with due regard for the protection of the security of the Bonds and the rights of the Holders. Any action required to occur hereunder on a day which is not a Business Day shall be required to occur on the next succeeding Business Day.

SECTION 9.11. Article and Section Headings and References. The headings or titles of the several articles and sections hereof and the table of, contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Trust Agreement as a whole and not to any particular article, section, subdivision or clause hereof.

SECTION 9.12. Partial Invalidity. If any one or more of the agreements or covenants or portions thereof required hereby to be performed by or on the part of the Authority or the Trustee shall be contrary to law, then such agreement or agreements, such covenant or covenants or such portions thereof shall be null and void and shall be deemed separable from the remaining agreements and covenants or portions thereof and shall in no way affect the validity hereof or of the Bonds, and the Holders shall retain all the benefit, protection and security afforded to them under the Act or any other applicable provisions of law. The Authority and the Trustee hereby declare that they would have executed and delivered the Trust Agreement and each and every other article, section, paragraph, subdivision, sentence, clause and phrase hereof and would have authorized the issuance of the Bonds pursuant hereto irrespective of the fact that any one or more articles, sections, paragraphs, subdivisions, sentences, clauses or phrases hereof or the application thereof to any person or circumstance may be held to be unconstitutional, unenforceable or invalid.

SECTION 9.13. Execution in Several Counterparts. This Trust Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as the Authority and the Trustee shall preserve undestroyed, shall together constitute but one and the same instrument.

SECTION 9.14. Amendments to Installment Sale Agreement. The Authority shall not supplement, amend, modify or terminate any of the terms of the Installment Sale Agreement (other than by the Third Supplemental Installment Sale Agreement), or consent to any such supplement, amendment, modification or termination, without the written consent of the Trustee and the Purchaser (so long as the Purchaser is the registered owner of the Series 2015 Bonds. The Trustee shall give such written consent only if (1) (a) in the opinion of the Trustee (which may be based solely on an Opinion of Counsel), such supplement, amendment, modification or termination will not materially adversely affect the interests of the Holders or result in any material impairment of the security hereby given for the payment of the Bonds (*provided* that such supplement, amendment or modification shall not be deemed to have such adverse effect or to cause such material impairment solely by reason of providing for the execution of additional Obligation as provided for Article III of the Master Installment Sale Agreement), or (b) the Trustee first obtains the written consent of the Holders of a majority in principal amount of the Bonds then Outstanding to such supplement, amendment, modification or termination; provided, that no such supplement, amendment, modification or termination shall reduce the amount of 2015 Payments to be made to the Authority or the Trustee by the City pursuant to the Installment Sale Agreement, or extend the time for making such payments, or permit the creation of any lien prior to or on a parity with the lien created by the Installment Sale Agreement on Water Revenues (as defined in the Installment Sale Agreement) (except as expressly provided in the Installment Sale Agreement), in each case without the written consent of all of the Holders of the Bonds then Outstanding.

SECTION 9.15. Notices. Except as otherwise provided herein, for the purposes hereof, any notice, consent, request, requisition, direction, certificate or demand or other communication may be served or presented, and such notice or demand may be made and shall be deemed to have been sufficiently given or served for all purposes by being deposited, first-class postage prepaid, in a post office letter box, addressed, as the case may be, to the parties as follows:

Authority:

Madera Public Financing Authority
205 West Fourth Street
Madera, CA 93637
FAX: (559) 674-2972
Attention: Executive Director

Trustee:

The Bank of New York Mellon Trust
Company, N.A.
700 South Flower Street, Suite 500
Los Angeles, CA 90017-4104
FAX: (213) 630-6210
Attention: Corporate Trust

Purchaser:

Western Alliance Bank
One E Washington Street, Suite 1400
Phoenix, AZ 85004
ATTN: Municipal Finance

Any such communication may also be sent by telecopy at the telecopy numbers given above. Any party may change its address by notice to each other party.

IN WITNESS WHEREOF, the MADERA PUBLIC FINANCING AUTHORITY has caused this Trust Agreement to be signed in its name by its Executive Director and THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in token of its acceptance of the trusts created hereunder, has caused this Trust Agreement to be signed by one of the officers thereunder duly authorized, all as of the day and year first above written.

MADERA PUBLIC FINANCING AUTHORITY

By _____
Executive Director

Attest:

Secretary

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A.,
as Trustee

By _____
Authorized Officer

EXHIBIT A
[FORM OF SERIES 2015 BOND]

MADERA PUBLIC FINANCING AUTHORITY
WATER REVENUE BOND
SERIES 2015

No. R-_____

\$_____

NEITHER THE FULL FAITH AND CREDIT OF THE AUTHORITY, THE CITY OF MADERA NOR THE SUCCESSOR AGENCY TO THE CITY OF MADERA REDEVELOPMENT AGENCY IS PLEDGED FOR THE PAYMENT OF THE INTEREST ON OR PRINCIPAL OF THE BONDS AND NO TAX OR OTHER SOURCE OF FUNDS OTHER THAN THE AUTHORITY REVENUES HEREINAFTER REFERRED TO IS PLEDGED TO PAY THE INTEREST ON OR PRINCIPAL OF THE BONDS. NEITHER THE PAYMENT OF THE PRINCIPAL OF NOR INTEREST ON THE BONDS CONSTITUTES A DEBT, LIABILITY OR OBLIGATION OF THE CITY OF MADERA OR SUCCESSOR AGENCY TO THE CITY OF MADERA REDEVELOPMENT AGENCY.

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Issue Date</u>	<u>CUSIP</u>
	March 1, 20__	_____, 20__	

REGISTERED OWNER: _____

PRINCIPAL SUM: _____ DOLLARS

The MADERA PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority, duly organized and validly existing under and pursuant to the laws of the State of California (the "Authority"), for value received hereby, promises to pay (but only out of the Authority Revenues hereinafter referred to) to the registered owner identified above or registered assigns, on the maturity date specified above (subject to any right of prior redemption hereinafter provided for) the principal sum specified above, together with interest on such principal sum from the interest payment date next preceding the date of registration of this Bond (unless this Bond is registered as of an interest payment date, in which event it shall bear interest from that date, or unless this Bond is registered prior to March 1, 2016, in which event it shall bear interest from the original issue date specified above) until the principal hereof shall have been paid at the interest rate per annum specified above, payable on March 1, 2016, and semiannually thereafter on each March 1 and September 1.

Interest due on or before the maturity or prior redemption of this Bond shall be payable only by check mailed to the registered owner hereof. The principal hereof is payable in lawful money of the United States of America at the principal office of The Bank of New York Mellon Trust Company, N.A. in Los Angeles, California; provided, however, that so long as the Bonds are owned by TPB Investments, Inc., a wholly owned subsidiary of Western Alliance

Bank, an Arizona corporation, or its successors and assigns (the “Original Purchaser”), the following shall apply: (a) the Bonds are not required to be presented and surrendered to the Trustee for payment at any time prior to the final maturity thereof; and (b) the Trustee shall pay the principal of and interest on the Bonds by wire transfer to the Original Purchaser in accordance with the wire transfer instructions provided by the Original Purchaser to the Trustee from time to time; provided that principal on the Bonds which is payable at maturity shall be made only upon presentation and surrender thereof at the Office of the Trustee.

This Bond is one of a duly authorized issue of bonds of the authority designated as its “Water Revenue Refunding Bonds, Series 2015” (the “Bonds”) in aggregate principal amount of _____ dollars (\$[Principal Amount]), all of like tenor and date (except for such variations, if any, as may be required to designate varying numbers, maturities and interest rates), and is issued under and pursuant to the provisions of the Joint Exercise of Powers Act (being Chapter 5 of Division 7 of Title 1 of the California Government Code, as amended) and all laws amendatory thereof or supplemental thereto (the “Act”), Article 11 of Chapter 3 of Division 2 of Title 5 of the Government Code of the State of California and under and pursuant to the provisions of a trust agreement, dated as of [As of Date], between the Authority and The Bank of New York Mellon Trust Company, N.A. as trustee (the “Trustee”), (the “Trust Agreement”) (copies of which are on file at the office of Trustee in Los Angeles, California).

The Bonds are issued to provide funds to finance the cost of improvements to the Water System of the City. The Bonds are limited obligations of the Authority and are payable, as to interest thereon and principal thereof, solely from certain proceeds of the Bonds held in certain funds and accounts pursuant to the Trust Agreement and the Authority Revenues (the “Authority Revenues”) derived from the 2015 Payments and other payments made by the City of Madera (the “City”), and all interest or other investment income, pursuant to the Master Installment Sale Agreement, dated as of March 1, 2006, as supplemented by a Third Supplemental Installment Sale Agreement, dated as of [As of Date] (collectively the “Installment Sale Agreement”, by and between the Authority and the City, and the Authority is not obligated to pay interest on and principal of the Bonds except from the Authority Revenues. All Bonds are equally and ratably secured in accordance with the terms and conditions of the Trust Agreement by a pledge of and charge and lien upon the Authority Revenues, and the Authority Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds as provided in the Trust Agreement. The general fund of the Authority is not liable, and the full faith and credit of the Authority, the City of Madera and the Successor Agency to the City of Madera Redevelopment Agency are not pledged, for the payment of the interest on or principal of the Bonds. No tax shall ever be levied or collected to pay the interest on or principal of the Bonds. The Bonds are not secured by a legal or equitable pledge of or charge or lien upon any property of the Authority or any of its income or receipts except the Authority Revenues, and neither the payment of the interest on nor principal of the Bonds is a debt, liability or general obligation of the Authority. Reference is hereby made to the Act and to the Trust Agreement and any and all amendments thereof and supplements thereto for a description of the terms on which the Bonds are issued, the provisions with regard to the nature and extent of the Authority Revenues, the rights of the registered owners of the Bonds, security for payment of the Bonds, remedies upon default and limitations thereon, and amendment of the Trust Agreement (with or without consent of the registered owners of the Bonds); and all the terms of the Trust Agreement are hereby incorporated herein and constitute a contract between the Authority and the registered

owner of this Bond, to all the provisions of which the registered owner of this Bond, by acceptance hereof, agrees and consents.

The Bonds are subject to redemption prior to their respective stated maturities at the direction of the Authority, from moneys deposited by the Authority or the City from any source of available funds, as a whole on any date, or in part (in such maturities as are designated by the Authority at the direction of the City or, if the Authority fails to designate such maturities, in inverse order of maturity and by lot within a maturity) on any date on or after March 1, 20__, at a redemption price equal to the principal amount of Bonds called for redemption, together with accrued interest to the date fixed for redemption, without premium.

Notice of redemption of this Bond shall be given by mail not less than thirty (30) days nor more than sixty (60) days before the redemption date to the registered owner hereof, subject to and in accordance with provisions of the Trust Agreement with respect thereto. If notice of redemption has been duly given as aforesaid and money for the payment of the above-described redemption price is held by the Trustee, then this Bond shall, on the redemption date designated in such notice, become due and payable at the above-described redemption price; and from and after the date so designated, interest on this Bond shall cease to accrue and the registered owner of this Bond shall have no rights with respect hereto except to receive payment of the redemption price hereof.

The Authority shall have the right to rescind any optional redemption by written notice of rescission delivered to the Trustee three (3) Business Days prior to the date fixed for redemption. Any notice of optional redemption shall be cancelled and annulled if for any reason funds are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption, and such cancellation will not constitute an Event of Default hereunder. The Trustee is required to mail notice of rescission of such redemption or cancellation in the same manner as the original notice of redemption was sent.

If an event of default, as defined in the Trust Agreement, shall occur, the principal of all Bonds (and any additional bonds authorized by the Trust Agreement) may be declared due and payable upon the conditions, in the manner and with the effect provided in the Trust Agreement; except that the Trust Agreement provides that in certain events such declaration and its consequences may be rescinded under the circumstances as provided therein.

This Bond is transferable only on a register to be kept for that purpose at the above-mentioned office of the Trustee by the registered owner hereof in person or by his duly authorized attorney upon payment of the charges provided in the Trust Agreement and upon surrender of this Bond together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his duly authorized attorney, and thereupon a new fully registered Bond or Bonds in the same aggregate principal amount will be issued to the transferee in exchange therefor. The Authority and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of the interest hereon and principal hereof and for all other purposes, whether or not this Bond shall be overdue, and neither the Authority nor the Trustee shall be affected by any notice or knowledge to the contrary; and payment of the interest on and principal of this Bond shall be made only to such

registered owner, which payments shall be valid and effectual to satisfy and discharge liability on this Bond to the extent of the sum or sums so paid.

This Bond shall not be entitled to any benefit, protection or security under the Trust Agreement or become valid or obligatory for any purpose until the certificate of authentication and registration hereon endorsed shall have been executed and dated by the Trustee.

It is hereby certified that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or laws of the State of California and is not in excess of the amount of Bonds permitted to be issued under the Trust Agreement.

IN WITNESS WHEREOF, the Madera Public Financing Authority has caused this Bond to be executed in its name and on its behalf by the facsimile signature of the Chairperson of the Authority and countersigned by the facsimile signature of the Secretary of said Authority, and has caused this Bond to be dated as of the original issue date specified above.

MADERA PUBLIC FINANCING AUTHORITY

By _____
Chairperson

Countersigned:

Secretary

[FORM OF CERTIFICATE OF AUTHENTICATION AND
REGISTRATION TO APPEAR ON SERIES 2015 BONDS]

This is one of the Bonds described in the within mentioned Trust Agreement which has been authenticated and registered on _____.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., as Trustee

By _____
Authorized Signatory

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT TO
APPEAR ON SERIES 2015 BONDS]

For value received the undersigned hereby sells, assigns and transfers unto _____ the within bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Note: The signature to this Assignment must correspond with the name as written on the face of the Bond in every particular, without alteration or enlargement or any change whatever.

Signature Guaranteed: _____

Notice: Signature must be guaranteed by a qualified guarantor institution.

SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

by and between the

CITY OF MADERA

and the

MADERA PUBLIC FINANCING AUTHORITY

for the

CITY OF MADERA WASTEWATER PROJECT

Dated as of [As of Date]

Relating to
\$[Principal Amount]

MADERA
PUBLIC FINANCING AUTHORITY
WASTEWATER REVENUE REFUNDING BONDS,
SERIES 2015

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SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

This Second Supplemental Installment Sale Agreement (the “Second Supplemental Installment Sale Agreement”), dated as of [As of Date], by and between City of Madera, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the “City”), and the Madera Public Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”);

W I T N E S S E T H:

WHEREAS, the City and the Authority have executed and entered into a Master Installment Sale Agreement (as supplemented, the “Master Installment Sale Agreement”) as of March 1, 2006, for the acquisition and construction from time to time of additions, betterments and improvements to the Wastewater System (as that term is defined in the Master Installment Sale Agreement, and herein the “Wastewater System”) of the City;

WHEREAS, the Authority has previously agreed to sell to the City certain improvements (the “2006 Wastewater Project”) to its Wastewater System, and the City has previously agreed to purchase the 2006 Wastewater Project from the Authority for a purchase price payable in installments of principal and interest (the “2006 Payments”), as provided in that certain First Supplemental Installment Sale Agreement, dated as of March 1, 2006 (the “First Supplemental Installment Sale Agreement”), securing the repayment of the Authority’s Water and Wastewater Revenue Bonds, Series 2006 (the “2006 Bonds”) issued on March 15, 2006; and

WHEREAS, the 2015 Payments (defined herein) shall constitute Parity Obligations under the Master Installment Sale Agreement; and

WHEREAS, the City and the Authority have determined that the refinancing of the 2006 Wastewater Project through the issuance of the Authority’s Wastewater Revenue Refunding Bonds, Series 2015 is necessary and proper for the purposes of the City;

WHEREAS, in order to implement the foregoing, the City and the Authority executed and entered into the 2015 Installment Sale Agreement;

WHEREAS, the City has determined that significant public benefits (as defined in the Act), including, but not limited to, savings in the effective interest rate with respect to outstanding indebtedness and significant reductions in effective user charges imposed by the City, will accrue from the refinancing of the 2006 Wastewater Project, all in the manner described herein, and the Authority is willing to assist the City in effecting such financing; and

WHEREAS, the City and the Authority have determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Second Supplemental Installment Sale Agreement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Second Supplemental Installment Sale Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in Section 1.01 of the Master Installment Sale Agreement and in this section shall for all purposes hereof and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Capitalized terms used in this Second Supplemental Installment Sale Agreement and not otherwise defined shall have the meanings therefor set forth in the Master Installment Agreement.

Closing Date

“Closing Date” means, with respect to the Wastewater Bonds, _____, 20__.

Master Installment Sale Agreement

“Master Installment Sale Agreement” means that certain Master Installment Sale Agreement executed and entered into as of March 1, 2006, by and between the City and the Authority, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance with the terms thereof.

2006 Payments

“2006 Payments” means the Payments scheduled to be paid by the City under the First Supplemental Installment Sale Agreement, dated as of March 1, 2006 by and between the City and the Authority for the 2006 Wastewater Project as defined therein.

2015 Payments

“2015 Payments” means the Payments scheduled to be paid by the City under Section 2.03 hereof.

Purchase Price

“Purchase Price” means the principal amount plus the interest thereon owed by the City to the Authority under the conditions and terms hereof as provided in Section 2.02 hereof.

Purchaser

The term “Purchaser” means TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, and its successors and assigns.

Reserve Fund

“Reserve Fund” means that Fund held under the Trust Agreement.

Reserve Fund Requirement

“Reserve Fund Requirement” has the meaning assigned in the Trust Agreement.

Second Supplemental Installment Sale Agreement

“Second Supplemental Installment Sale Agreement” means this Second Supplemental Installment Sale Agreement executed and entered into as of [As of Date], by and between the City and the Authority supplemental to the Master Installment Sale Agreement.

Series 2015 Bonds

“Series 2015 Bonds” means the Madera Public Financing Authority Wastewater Revenue Bonds, Series 2015 issued and outstanding under the Trust Agreement.

Trust Agreement

“Trust Agreement” means that certain Trust Agreement executed and entered into as of [As of Date], by and between the Authority and the Trustee.

Trustee

“Trustee” means The Bank of New York Mellon Trust Company, N.A., or any other banking corporation that may at any time be substituted in its place as provided in the Trust Agreement.

ARTICLE II

TERMS OF THE SECOND SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

SECTION 2.01. Authority for the Second Supplemental Installment Sale Agreement. The City has reviewed all proceedings heretofore taken relative to the authorization of the Second Supplemental Installment Sale Agreement and has found, as a result of such review, and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in connection with the execution and entering into hereof do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now duly authorized, pursuant to each and every requirement of law and the Master Installment Sale Agreement, to execute and enter into the Second Supplemental Installment Sale

Agreement in the manner and form provided herein for the refunding of the 2006 Payments, together with prepayment premiums, if any, thereon.

SECTION 2.02. Purpose of the Second Supplemental Installment Sale Agreement.

(a) The purposes of this Second Supplemental Installment Sale Agreement are to provide for the refunding of the unpaid 2006 Payments together with interest accruing thereon.

(b) The Purchase Price to be paid by the City to the Authority hereunder is the sum of the principal amount of the City's obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Section 2.04.

(c) The principal amount of the Purchase Price to be paid by the City to the Authority hereunder is _____ dollars (\$[Principal Amount]).

(d) The interest to accrue on the unpaid balance of the principal amount of the Purchase Price shall be paid by the City as and shall constitute interest paid on the principal amount of the City's Purchase Price hereunder. Said interest shall accrue from [Closing Date], on the principal component of each 2015 Payment at the following rates:

Principal Component Payable (March 1)	Principal Amount	Interest Rate (per annum)
2016	\$	%
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
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SECTION 2.03. Payment of 2015 Payments. The City shall, subject to any rights of prepayment provided in Section 2.04, pay the Authority for the Purchase Price

the sum of _____ dollars (\$[Principal Amount]), without offset or deduction of any kind, by paying the principal installments of the 2015 Payments annually in the amounts and on March 1 in each of the years and in accordance with Section 2.02(d) hereof, together with the interest installments of the 2015 Payments (which interest installments shall be paid semi-annually on each March 1 and September 1, commencing March 1, 2016, and shall constitute interest paid on the principal amount of the City's obligation to make the 2015 Payments to the Authority hereunder) and any amounts due to make up any deficiency in the Reserve Fund as provided in Section 2.09 hereof.

The obligation of the City hereunder shall constitute a "Parity Obligation" under the Master Installment Sale Agreement.

The obligation of the City to make the 2015 Payments to the Authority hereunder is, subject to Section 7.01 of the Master Installment Sale Agreement, absolute and unconditional, and until such time as the 2015 Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VI of the Master Installment Sale Agreement), the City shall not discontinue or suspend any 2015 Payment required to be paid by it under this section when due, whether or not the Wastewater System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part, and such 2015 Payments shall not be subject to reduction whether by offset, abatement or otherwise and shall not be conditional upon the performance or non-performance by any party to any agreement for any cause whatsoever.

SECTION 2.04. Prepayment of 2015 Payments. The 2015 Payments due on [March 1, 2016 through and including March 1, 2025], are not subject to prepayment. The City may prepay from any source of available funds on any March 1 or September 1 on or after March 1, 20__, all or any part of the principal amount of the unpaid 2015 Payments becoming due and payable on or after [March 1, 2026], in such order of prepayment as the City may determine, at a prepayment price equal to the sum of the principal amount prepaid, plus accrued interest to the date of prepayment, without premium.

Before making any prepayment pursuant to this section, the City shall give written notice to the Authority and the Purchaser describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than thirty (30) nor more than sixty (60) days following the date such notice is given; provided, that notwithstanding any such prepayment, the City shall not be relieved of its obligations hereunder, including specifically its obligations under this article, until all the 2015 Payments shall have been fully paid (or provision for payment thereof shall have been pursuant to Article VI of the Master Installment Sale Agreement).

SECTION 2.05. Compliance with Master Installment Sale Agreement. The City shall pay the 2015 Payments and observe and perform all of the agreements, conditions, covenants and terms contained in the Master Installment Sale Agreement in accordance with the provisions of the Master Installment Sale Agreement.

SECTION 2.06. Tax Covenants. The City agrees and covenants that it will at all times do and perform all acts and things permitted by law and the Second Supplemental Installment Sale Agreement and the Trust Agreement which are necessary in order to assure that interest paid on the Series 2015 Bonds (or any of them) will be excluded from gross income for federal income tax purposes, and that it will take no action that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City agrees and covenants to comply with the provisions of the Tax Certificate related to the Series 2015 Bonds which are incorporated herein. This covenant shall survive payment in full or defeasance of the Series 2015 Bonds.

SECTION 2.07. Reserved.

SECTION 2.08. Second Supplemental Installment Sale Agreement Subject to the Master Installment Sale Agreement. Except as herein otherwise expressly provided, every condition and term contained in the Master Installment Sale Agreement shall apply hereto with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform hereto.

SECTION 2.09. Reserve Fund. Pursuant to Section 2.03(B)(3) of the Master Installment Sale Agreement, after making the deposits as set forth in Section 2.03(B)(2) of the Master Installment Sale Agreement, on or before the fifth day before the last Business Day of each month, the City shall, from the remaining moneys in the Wastewater Revenue Fund, thereafter, without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee as provided in Section 4.03 of the Trust Agreement for deposit in the Revenue Fund for application to the Reserve Fund in accordance with the Trust Agreement and to the applicable trustee for such other reserve accounts, if any, as may have been established in connection with Parity Obligations that sum, if any, necessary to restore the Reserve Fund to an amount equal to the Reserve Fund Requirement and otherwise replenish the Reserve Fund for any withdrawals (including draws upon any credit facility) to pay the 2015 Payments due hereunder and necessary to restore such other reserve accounts to an amount equal to the amount required to be maintained therein; provided that payments to restore the Reserve Fund after a withdrawal may be made in monthly installments equal to 1/12 of the aggregate amount needed to restore the Reserve Fund to the Reserve Fund Requirement as of the date of the withdrawal. To the extent that draws on the Reserve Fund are from a credit facility as permitted under the definition of Reserve Fund Requirement in the Trust Agreement, transfers hereunder to restore the Reserve Fund shall be made to reimburse the provider of such credit facility.

In lieu of making the Reserve Fund Requirement above, or in replacement of moneys then on deposit in the Reserve Fund, the City may also deliver to the Trustee a Financial Guaranty securing an amount, together with moneys, Permitted Investments or letters of credit on deposit in the Reserve Fund, no less than the Reserve Fund Requirement. Prepayment of any draw under any such insurance policy, and any expenses and accrued interest related to such draw (collectively, the "Policy Costs") shall commence in the first month following each such

draw, and shall be paid at the time specified above in an amount not less than one-twelfth (1/12th) of the aggregate of the Policy Costs related to such draw. If and to the extent that cash has also been deposited in the Reserve Fund, all such cash shall be used (including any investments purchased with such cash), which shall be liquidated and the proceeds thereof applied as required hereunder) prior to any drawing under the insurance policy, and repayment of any Policy Costs shall be made prior to any replenishment of any such cash amounts. If the City shall fail to repay any Policy Costs in accordance herewith, the insurance company issuing such insurance policy shall be entitled to exercise any and all remedies available at law or hereunder, other than (i) an acceleration of the interest on or principal of the Series 2015 Bonds as provided for in Section 8.01; or (ii) any other remedy which would adversely affect Series 2015 Bond Holders. In the event that such insurance policy for any reason lapses or expires, the City shall immediately implement the actions described above or make the required deposits to the Reserve Fund.

Notwithstanding anything herein to the contrary, at any time one or more Financial Guaranties are on deposit in the Reserve Fund, the Trustee shall:

(a) provide the issuer of each Financial Guaranty notice in accordance with the terms of such Financial Guaranty of any draw on such Financial Guaranty at least three days prior to the Interest Payment Date, on which the proceeds of such draw are required;

(b) withdraw and use all cash on deposit in the Reserve Fund prior to using and withdrawing any amounts derived from payments under any Financial Guaranty;

(c) draw on all Financial Guaranties on a pro rata basis based on the draw limit of each such Financial Guaranty, if there is more than one Financial Guaranty on deposit in the Reserve Fund; and

(d) maintain adequate records, verified with the issuer of the applicable Financial Guaranty, as to the amount available to be drawn at any given time under each Financial Guaranty and as to the amounts paid and owing to the issuer of such Financial Guaranty under the terms of such Financial Guaranty.

SECTION 2.10. Financial Statements and Operating Information.

(a) The City shall prepare and file, or cause the Trustee to file, with the Purchaser within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2016) audited financial statements of the City for the preceding Fiscal Year.

(b) The City shall prepare and file, or cause the Trustee to file, with the Purchaser (i) within thirty (30) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2016) the City's annual approved operating budget for the then-current fiscal year; and (ii) annual operating data for the Wastewater System.

SECTION 2.11. Representations, Warranties and Covenants of the City and the Authority. The City and the Authority represent, warrant and covenant that:

(a) No Financial Advisory Relationship. Neither the City nor the Authority has had any financial advisory relationship with the Purchaser with respect to the Wastewater Bonds, nor with any investment firm controlling, controlled by or under common control with the Purchaser.

(b) Purchaser Not Fiduciary. Inasmuch as the Purchaser's purchase of the Wastewater Bonds represents a negotiated transaction, the City and the Authority understand, and hereby confirm, that the Purchaser is not acting as a fiduciary of the City or the Authority, but rather is acting solely in its capacity as Purchaser, for its own account.

(c) No Sovereign Immunity. Neither the City nor the Authority enjoys any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Master Installment Sale Agreement or otherwise with respect to the Wastewater Bonds. To the extent the City for the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, each of the City and the Authority hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Master Installment Sale Agreement or otherwise with respect to the Wastewater Bonds.

(d) Modifications to the Master Installment Sale Agreement. [So long as the Wastewater Bonds are Outstanding, the City and the Authority shall not supplement, amend or modify the Master Installment Sale Agreement pursuant to Section 7.03 of the Master Installment Sale Agreement, or consent to any supplement, amendment or modification of Master the Installment Sale Agreement, without the prior written consent of the Purchaser.]

SECTION 2.12. Conditions to Closing. At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(a) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the Authority, as to the validity of and tax-exempt status of the Wastewater Bonds;

(b) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph (A), above;

(c) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, to the effect that:

(i) the Wastewater Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(ii) the Second Installment Sale Agreement has been duly authorized, executed and delivered by the City and the Authority and constitute the legal, valid and binding agreements of the City and the Authority, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the

enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), and to the exercise of judicial discretion in appropriate cases;

(iii) the Trust Agreement has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Trustee, constitute the legal, valid and binding agreements of the Authority, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), and to the exercise of judicial discretion in appropriate cases;

(d) [Defeasance Opinion]. An opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, as to the defeasance of the Refunded Bonds, in form and substance acceptable to the Purchaser.][To be discussed]

(e) Certificate of the Authority. A certificate signed by a duly authorized official of the Authority to the effect that (A) the Second Supplemental Installment Sale Agreement, the Wastewater Bonds, and the Trust Agreement, assuming due authorization, execution and delivery by the Trustee, have been duly executed and delivered, (B) the representations, warranties and covenants of the Authority set forth in the Second Supplemental Installment Sale Agreement and of the Authority set forth in the Trust Agreement, are true and correct in all material respects as of the Closing Date, and (C) the Authority has complied with all the terms of the Second Supplemental Installment Sale Agreement and the Trust Agreement to be complied with by the Authority prior to or concurrently with the Closing Date and such documents are in full force and effect;

(f) Certificate of the City. A certificate signed by a duly authorized official of the City to the effect that (A) the Second Supplemental Installment Sale Agreement and the Wastewater Bonds have been duly executed and delivered, (B) the representations, warranties and covenants of the City set forth in the Second Supplemental Installment Sale Agreement are true and correct in all material respects as of the Closing Date, and (C) the City has complied with all the terms of the Second Supplemental Installment Sale Agreement to be complied with by the City prior to or concurrently with the Closing Date and such documents are in full force and effect;

(g) Resolutions. A certificates of the authorized official of the Authority and the City or, in each case, his or her designee, together with a fully executed copy of the resolution of the Board of Directors of the Authority and the resolution of the City Council of the City, respectively, to the effect that, (i) such copy is a true and correct copy of such resolution; and (ii) such resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the date of the Closing;

(h) Tax Certifications. Tax certifications by the Authority in form and substance acceptable to Bond Counsel;

(i) CDIAC. Copies of preliminary filings with the California Debt and Investment Advisory Commission (“CDIAC”) relating to the Wastewater Bonds;

(j) Executed Documents. Executed copies of the Trust Agreement and the Second Supplemental Installment Sale Agreement;

(k) Trustee Certificate. A certificate of the Trustee relating to the execution of the Trust Agreement;

(l) [Verification Report. A verification report of Causey, Demgen & Moore P.C., certified public accountants;][To be discussed] and

(m) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

SECTION 2.13. Expenses. [The fees and disbursements of Bond Counsel, the fees and disbursements of the financial advisor to the City or the Authority, the cost of preparing the Wastewater Bonds, CDIAC fees, the fees of the Trustee for the Wastewater Bonds, fees of Purchaser’s Counsel and other miscellaneous expenses of the Authority incurred in connection with the offering and delivery of the Wastewater Bonds shall all be the obligation of the Authority. The Purchaser shall have no responsibility for any expenses associated with the issuance of the Wastewater Bonds, including, but not limited to, the expenses identified above as the obligation of the Authority.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Second Supplemental Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF MADERA

By _____
Director of Finance

Attest:

City Clerk

MADERA PUBLIC FINANCING
AUTHORITY

By _____
Executive Director

Attest:

Secretary

ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts the responsibilities imposed on it herein.

Director of Finance of the
City of Madera

THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

by and between the

CITY OF MADERA

and the

MADERA PUBLIC FINANCING AUTHORITY

for the

CITY OF MADERA WATER PROJECT

Dated as of [As of Date]

Relating to
\$[Principal Amount]

MADERA
PUBLIC FINANCING AUTHORITY
WATER REVENUE REFUNDING BONDS,
SERIES 2015

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THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

This Third Supplemental Installment Sale Agreement (the “Third Supplemental Installment Sale Agreement”), dated as of [As of Date], by and between City of Madera, a municipal corporation duly organized and existing under and by virtue of the laws of the State of California (the “City”), and the Madera Public Financing Authority, a joint exercise of powers entity duly organized and existing under and by virtue of the laws of the State of California (the “Authority”);

W I T N E S S E T H:

WHEREAS, the City and the Authority have executed and entered into a Master Installment Sale Agreement (as supplemented, the “Master Installment Sale Agreement”) as of March 1, 2006, for the acquisition and construction from time to time of additions, betterments and improvements to the Water System (as that term is defined in the Master Installment Sale Agreement, and herein the “Water System”) of the City;

WHEREAS, the Authority has previously agreed to sell to the City certain improvements (the “2006 Water Project”) to its Water System, and the City has previously agreed to purchase the 2006 Water Project from the Authority for a purchase price payable in installments of principal and interest (the “2006 Payments”), as provided in that certain First Supplemental Installment Sale Agreement, dated as of March 1, 2006 (the “First Supplemental Installment Sale Agreement”), securing the repayment of the Authority’s Water and Wastewater Revenue Bonds, Series 2006 (the “2006 Bonds”) issued on March 15, 2006; and

WHEREAS, the pledge of and lien on Net Water Revenues securing the installment payments provided hereunder is to be on a parity with the security interest securing the 2010 Payments (defined herein) and the 2015 Payments (defined herein) shall constitute Parity Obligations under the Master Installment Sale Agreement; and

WHEREAS, the City and the Authority have determined that the refinancing of the 2006 Water Project through the issuance of the Authority’s Water Revenue Refunding Bonds, Series 2015 is necessary and proper for the purposes of the City;

WHEREAS, in order to implement the foregoing, the City and the Authority executed and entered into the Third Installment Sale Agreement;

WHEREAS, the City has determined that significant public benefits (as defined in the Act), including, but not limited to, savings in the effective interest rate with respect to outstanding indebtedness and significant reductions in effective user charges imposed by the City, will accrue from the refinancing of the 2006 Water Project, all in the manner described herein, and the Authority is willing to assist the City in effecting such financing; and

WHEREAS, the City and the Authority have determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of the Third Supplemental Installment Sale Agreement do exist, have happened and have been performed in regular and due time, form

and manner as required by law, and the parties hereto are now duly authorized to execute and enter into the Third Supplemental Installment Sale Agreement;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I

DEFINITIONS

SECTION 1.01. Definitions. Unless the context otherwise requires, the terms defined in Section 1.01 of the Master Installment Sale Agreement and in this section shall for all purposes hereof and of any certificate, opinion, report, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein. Capitalized terms used in this Third Supplemental Installment Sale Agreement and not otherwise defined shall have the meanings therefor set forth in the Master Installment Agreement.

Closing Date

“Closing Date” means, with respect to the Water Bonds, _____, 20__.

Master Installment Sale Agreement

“Master Installment Sale Agreement” means that certain Master Installment Sale Agreement executed and entered into as of March 1, 2006, by and between the City and the Authority, as originally executed and entered into and as it may from time to time be amended or supplemented in accordance with the terms thereof.

2006 Payments

“2006 Payments” means the Payments scheduled to be paid by the City under the First Supplemental Installment Sale Agreement, dated as of March 1, 2006 by and between the City and the Authority for the 2006 Water Project as defined therein.

2010 Payments

“2010 Payments” means the Payments scheduled to be paid by the City under the Second Supplemental Installment Sale Agreement, dated as of November 1, 2010 by and between the City and the Authority for the 2010 Water Project as defined therein.

2015 Payments

“2015 Payments” means the Payments scheduled to be paid by the City under Section 2.03 hereof.

Purchase Price

“Purchase Price” means the principal amount plus the interest thereon owed by the City to the Authority under the conditions and terms hereof as provided in Section 2.02 hereof.

Purchaser

The term “Purchaser” means TPB Investments, Inc., a wholly owned subsidiary of Western Alliance Bank, an Arizona corporation, and its successors and assigns.

Reserve Fund

“Reserve Fund” means that Fund held under the Trust Agreement.

Reserve Fund Requirement

“Reserve Fund Requirement” has the meaning assigned in the Trust Agreement.

Series 2015 Bonds

“Series 2015 Bonds” means the Madera Public Financing Authority Water Revenue Refunding Bonds, Series 2015 issued and outstanding under the Trust Agreement.

Third Supplemental Installment Sale Agreement

“Third Supplemental Installment Sale Agreement” means this Third Supplemental Installment Sale Agreement executed and entered into as of [As of Date], by and between the City and the Authority supplemental to the Master Installment Sale Agreement.

Trust Agreement

“Trust Agreement” means that certain Trust Agreement executed and entered into as of [As of Date], by and between the Authority and the Trustee.

Trustee

“Trustee” means The Bank of New York Mellon Trust Company, N.A., or any other banking corporation that may at any time be substituted in its place as provided in the Trust Agreement.

ARTICLE II

TERMS OF THE THIRD SUPPLEMENTAL INSTALLMENT SALE AGREEMENT

SECTION 2.01. Authority for the Third Supplemental Installment Sale Agreement. The City has reviewed all proceedings heretofore taken relative to the authorization of the Third Supplemental Installment Sale Agreement and has found, as a result of such review,

and hereby finds and determines that all acts, conditions and things required by law to exist, happen or be performed precedent to and in connection with the execution and entering into hereof do exist, have happened and have been performed in due time, form and manner as required by law, and the City is now duly authorized, pursuant to each and every requirement of law and the Master Installment Sale Agreement, to execute and enter into the Third Supplemental Installment Sale Agreement in the manner and form provided herein for the refunding of the 2006 Payments, together with prepayment premiums, if any, thereon.

SECTION 2.02. Purpose of the Third Supplemental Installment Sale Agreement.

(a) The purposes of this Third Supplemental Installment Sale Agreement are to provide for the refunding of the unpaid 2006 Payments together with interest accruing thereon.

(b) The Purchase Price to be paid by the City to the Authority hereunder is the sum of the principal amount of the City's obligation hereunder plus the interest to accrue on the unpaid balance of such principal amount from the date hereof over the term hereof, subject to prepayment as provided in Section 2.04.

(c) The principal amount of the Purchase Price to be paid by the City to the Authority hereunder is _____ dollars (\$[Principal Amount]).

(d) The interest to accrue on the unpaid balance of the principal amount of the Purchase Price shall be paid by the City as and shall constitute interest paid on the principal amount of the City's Purchase Price hereunder. Said interest shall accrue from [Closing Date], on the principal component of each 2015 Payment at the following rates:

Principal Component Payable (March 1)	Principal Amount	Interest Rate (per annum)
2016	\$	%
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
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SECTION 2.03. Payment of 2015 Payments. The City shall, subject to any rights of prepayment provided in Section 2.04, pay the Authority for the Purchase Price the sum of _____ dollars (\$[Principal Amount]), without offset or deduction of any kind, by paying the principal installments of the 2015 Payments annually in the amounts and on March 1 in each of the years and in accordance with Section 2.02(d) hereof, together with the interest installments of the 2015 Payments (which interest installments shall be paid semi-annually on each March 1 and September 1, commencing March 1, 2016, and shall constitute interest paid on the principal amount of the City's obligation to make the 2015 Payments to the Authority hereunder) and any amounts due to make up any deficiency in the Reserve Fund as provided in Section 2.09 hereof.

The obligation of the City hereunder shall constitute a "Parity Obligation" under the Master Installment Sale Agreement.

The obligation of the City to make the 2015 Payments to the Authority hereunder is, subject to Section 7.01 of the Master Installment Sale Agreement, absolute and unconditional, and until such time as the 2015 Payments shall have been paid in full (or provision for the payment thereof shall have been made pursuant to Article VI of the Master Installment Sale Agreement), the City shall not discontinue or suspend any 2015 Payment required to be paid by it under this section when due, whether or not the Water System or any part thereof is operating or operable, or its use is suspended, interfered with, reduced, curtailed or terminated in whole or in part, and such 2015 Payments shall not be subject to reduction whether by offset, abatement or

otherwise and shall not be conditional upon the performance or non-performance by any party to any agreement for any cause whatsoever.

SECTION 2.04. Prepayment of 2015 Payments. The 2015 Payments due on [March 1, 2016 through and including March 1, 2025], are not subject to prepayment. The City may prepay from any source of available funds on any March 1 or September 1 on or after March 1, 20__, all or any part of the principal amount of the unpaid 2015 Payments becoming due and payable on or after [March 1, 2026], in such order of prepayment as the City may determine, at a prepayment price equal to the sum of the principal amount prepaid, plus accrued interest to the date of prepayment, without premium.

Before making any prepayment pursuant to this section, the City shall give written notice to the Authority and the Purchaser describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than thirty (30) nor more than sixty (60) days following the date such notice is given; provided, that notwithstanding any such prepayment, the City shall not be relieved of its obligations hereunder, including specifically its obligations under this article, until all the 2015 Payments shall have been fully paid (or provision for payment thereof shall have been pursuant to Article VI of the Master Installment Sale Agreement).

SECTION 2.05. Compliance with Master Installment Sale Agreement. The City shall pay the 2015 Payments and observe and perform all of the agreements, conditions, covenants and terms contained in the Master Installment Sale Agreement in accordance with the provisions of the Master Installment Sale Agreement.

SECTION 2.06. Tax Covenants. The City agrees and covenants that it will at all times do and perform all acts and things permitted by law and the Third Supplemental Installment Sale Agreement and the Trust Agreement which are necessary in order to assure that interest paid on the Series 2015 Bonds (or any of them) will be excluded from gross income for federal income tax purposes, and that it will take no action that would result in such interest not being excluded from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the City agrees and covenants to comply with the provisions of the Tax Certificate related to the Series 2015 Bonds which are incorporated herein. This covenant shall survive payment in full or defeasance of the Series 2015 Bonds.

SECTION 2.07. Reserved.

SECTION 2.08. Third Supplemental Installment Sale Agreement Subject to the Master Installment Sale Agreement. Except as herein otherwise expressly provided, every condition and term contained in the Master Installment Sale Agreement shall apply hereto with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform hereto.

SECTION 2.09. Reserve Fund. Pursuant to Section 2.03(B)(3) of the Master Installment Sale Agreement, after making the deposits as set forth in Section 2.03(B)(2) of the Master Installment Sale Agreement, on or before the fifth day before the last Business Day of each month, the City shall, from the remaining moneys in the Water Revenue Fund, thereafter,

without preference or priority, and in the event of any insufficiency of such moneys ratably without any discrimination or preference, transfer to the Trustee as provided in Section 4.03 of the Trust Agreement for deposit in the Revenue Fund for application to the Reserve Fund in accordance with the Trust Agreement and to the applicable trustee for such other reserve accounts, if any, as may have been established in connection with Parity Obligations that sum, if any, necessary to restore the Reserve Fund to an amount equal to the Reserve Fund Requirement and otherwise replenish the Reserve Fund for any withdrawals (including draws upon any credit facility) to pay the 2015 Payments due hereunder and necessary to restore such other reserve accounts to an amount equal to the amount required to be maintained therein; provided that payments to restore the Reserve Fund after a withdrawal may be made in monthly installments equal to 1/12 of the aggregate amount needed to restore the Reserve Fund to the Reserve Fund Requirement as of the date of the withdrawal. To the extent that draws on the Reserve Fund are from a credit facility as permitted under the definition of Reserve Fund Requirement in the Trust Agreement, transfers hereunder to restore the Reserve Fund shall be made to reimburse the provider of such credit facility.

In lieu of making the Reserve Fund Requirement above, or in replacement of moneys then on deposit in the Reserve Fund, the City may also deliver to the Trustee a Financial Guaranty securing an amount, together with moneys, Permitted Investments or letters of credit on deposit in the Reserve Fund, no less than the Reserve Fund Requirement. Prepayment of any draw under any such insurance policy, and any expenses and accrued interest related to such draw (collectively, the "Policy Costs") shall commence in the first month following each such draw, and shall be paid at the time specified above in an amount not less than one-twelfth (1/12th) of the aggregate of the Policy Costs related to such draw. If and to the extent that cash has also been deposited in the Reserve Fund, all such cash shall be used (including any investments purchased with such cash), which shall be liquidated and the proceeds thereof applied as required hereunder) prior to any drawing under the insurance policy, and repayment of any Policy Costs shall be made prior to any replenishment of any such cash amounts. If the City shall fail to repay any Policy Costs in accordance herewith, the insurance company issuing such insurance policy shall be entitled to exercise any and all remedies available at law or hereunder, other than (i) an acceleration of the interest on or principal of the Series 2015 Bonds as provided for in Section 8.01; or (ii) any other remedy which would adversely affect Series 2015 Bond Holders. In the event that such insurance policy for any reason lapses or expires, the City shall immediately implement the actions described above or make the required deposits to the Reserve Fund.

Notwithstanding anything herein to the contrary, at any time one or more Financial Guaranties are on deposit in the Reserve Fund, the Trustee shall:

(a) provide the issuer of each Financial Guaranty notice in accordance with the terms of such Financial Guaranty of any draw on such Financial Guaranty at least three days prior to the Interest Payment Date, on which the proceeds of such draw are required;

(b) withdraw and use all cash on deposit in the Reserve Fund prior to using and withdrawing any amounts derived from payments under any Financial Guaranty;

(c) draw on all Financial Guaranties on a pro rata basis based on the draw limit of each such Financial Guaranty, if there is more than one Financial Guaranty on deposit in the Reserve Fund; and

(d) maintain adequate records, verified with the issuer of the applicable Financial Guaranty, as to the amount available to be drawn at any given time under each Financial Guaranty and as to the amounts paid and owing to the issuer of such Financial Guaranty under the terms of such Financial Guaranty.

SECTION 2.10. Financial Statements and Operating Information.

(a) The City shall prepare and file, or cause the Trustee to file, with the Purchaser within two hundred seventy (270) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2016) audited financial statements of the City for the preceding Fiscal Year.

(b) The City shall prepare and file, or cause the Trustee to file, with the Purchaser (i) within thirty (30) days after the close of each Fiscal Year (commencing with the Fiscal Year ending June 30, 2016) the City's annual approved operating budget for the then-current fiscal year; and (ii) annual operating data for the Water System

SECTION 2.11. Representations, Warranties and Covenants of the City and the Authority. The City and the Authority represent, warrant and covenant that:

(a) No Financial Advisory Relationship. Neither the City nor the Authority has had any financial advisory relationship with the Purchaser with respect to the Water Bonds, nor with any investment firm controlling, controlled by or under common control with the Purchaser.

(b) Purchaser Not Fiduciary. Inasmuch as the Purchaser's purchase of the Water Bonds represents a negotiated transaction, the City and the Authority understand, and hereby confirm, that the Purchaser is not acting as a fiduciary of the City or the Authority, but rather is acting solely in its capacity as Purchaser, for its own account.

(c) No Sovereign Immunity. Neither the City nor the Authority enjoys any rights of immunity on the grounds of sovereign immunity in respect of its obligations under the Master Installment Sale Agreement or otherwise with respect to the Water Bonds. To the extent the City for the Authority has or hereafter may acquire under any applicable law any rights to immunity from legal proceedings on the grounds of sovereignty, each of the City and the Authority hereby waives, to the extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to the Master Installment Sale Agreement or otherwise with respect to the Water Bonds.

(d) Modifications to the Master Installment Sale Agreement. [So long as the Water Bonds are Outstanding, the City and the Authority shall not supplement, amend or modify the Master Installment Sale Agreement pursuant to Section 7.03 of the Master Installment Sale Agreement, or consent to any supplement, amendment or modification of Master the Installment Sale Agreement, without the prior written consent of the Purchaser.]

SECTION 2.12. Conditions to Closing. At or prior to the Closing Date, the Purchaser shall have received the following documents, in each case satisfactory in form and substance to the Purchaser:

(a) Bond Opinion. The unqualified approving opinion of Bond Counsel, dated the Closing Date, addressed to the Authority, as to the validity of and tax-exempt status of the Water Bonds;

(b) Reliance Letter. A reliance letter from Bond Counsel permitting the Purchaser to rely upon the approving opinion referred to in subparagraph (A), above;

(c) Supplemental Opinion. A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, to the effect that:

(i) the Water Bonds are exempt from registration under the Securities Act of 1933, as amended, and the Trust Agreement is exempt from qualification pursuant to the Trust Indenture Act of 1939, as amended; and

(ii) the Third Installment Sale Agreement has been duly authorized, executed and delivered by the City and the Authority and constitute the legal, valid and binding agreements of the City and the Authority, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), and to the exercise of judicial discretion in appropriate cases;

(iii) the Trust Agreement has been duly authorized, executed and delivered by the Authority and, assuming due authorization, execution and delivery by the Trustee, constitute the legal, valid and binding agreements of the Authority, except as the enforcement thereof may be limited by bankruptcy, insolvency, reorganization, arrangement, moratorium and other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles (regardless of whether such enforceability is considered in equity or at law), and to the exercise of judicial discretion in appropriate cases;

(d) [Defeasance Opinion. An opinion of Bond Counsel, dated the Closing Date and addressed to the Purchaser, as to the defeasance of the Refunded Bonds, in form and substance acceptable to the Purchaser.][To be discussed]

(e) Certificate of the Authority. A certificate signed by a duly authorized official of the Authority to the effect that (A) the Third Supplemental Installment Sale Agreement, the Water Bonds, and the Trust Agreement, assuming due authorization, execution and delivery by the Trustee, have been duly executed and delivered, (B) the representations, warranties and covenants of the Authority set forth in the Third Supplemental Installment Sale Agreement and of the Authority set forth in the Trust Agreement, are true and correct in all material respects as of the Closing Date, and (C) the Authority has complied with all the terms of the Third Supplemental Installment

Sale Agreement and the Trust Agreement to be complied with by the Authority prior to or concurrently with the Closing Date and such documents are in full force and effect;

(f) Certificate of the City. A certificate signed by a duly authorized official of the City to the effect that (A) the Third Supplemental Installment Sale Agreement and the Water Bonds have been duly executed and delivered, (B) the representations, warranties and covenants of the City set forth in the Third Supplemental Installment Sale Agreement are true and correct in all material respects as of the Closing Date, and (C) the City has complied with all the terms of the Third Supplemental Installment Sale Agreement to be complied with by the City prior to or concurrently with the Closing Date and such documents are in full force and effect;

(g) Resolutions. A certificates of the authorized official of the Authority and the City or, in each case, his or her designee, together with a fully executed copy of the resolution of the Board of Directors of the Authority and the resolution of the City Council of the City, respectively, to the effect that, (i) such copy is a true and correct copy of such resolution; and (ii) such resolution is duly adopted and has not been modified, amended, rescinded or revoked except as provided herein, and is in full force and effect on the date of the Closing;

(h) Tax Certifications. Tax certifications by the Authority in form and substance acceptable to Bond Counsel;

(i) CDIAC. Copies of preliminary filings with the California Debt and Investment Advisory Commission ("CDIAC") relating to the Water Bonds;

(j) Executed Documents. Executed copies of the Trust Agreement and the Third Supplemental Installment Sale Agreement;

(k) Trustee Certificate. A certificate of the Trustee relating to the execution of the Trust Agreement;

(l) [Verification Report. A verification report of Causey, Demgen & Moore P.C., certified public accountants;][To be discussed] and

(m) Additional Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as Bond Counsel or the Purchaser may reasonably request to evidence the truth and accuracy, as of the Closing Date, of the representations contained herein and the due performance or satisfaction by the Authority at or prior to such time of all agreements then to be performed and all conditions then to be satisfied.

SECTION 2.13. Expenses. [The fees and disbursements of Bond Counsel, the fees and disbursements of the financial advisor to the City or the Authority, the cost of preparing the Water Bonds, CDIAC fees, the fees of the Trustee for the Water Bonds, fees of Purchaser's Counsel and other miscellaneous expenses of the Authority incurred in connection with the offering and delivery of the Water Bonds shall all be the obligation of the Authority. The Purchaser shall have no responsibility for any expenses associated with the issuance of the

Water Bonds, including, but not limited to, the expenses identified above as the obligation of the Authority.]

IN WITNESS WHEREOF, the parties hereto have executed and entered into the Third Supplemental Installment Sale Agreement by their officers thereunto duly authorized as of the day and year first written above.

CITY OF MADERA

By _____
Director of Finance

Attest:

City Clerk

MADERA PUBLIC FINANCING
AUTHORITY

By _____
Executive Director

Attest:

Secretary

ACCEPTANCE OF APPOINTMENT

The undersigned hereby accepts the responsibilities imposed on it herein.

Director of Finance of the
City of Madera

REPORT TO THE CITY COUNCIL

COUNCIL MEETING OF October 7, 2015

AGENDA ITEM NUMBER D-1

APPROVED BY


DEPARTMENT HEAD


CITY ADMINISTRATOR

SUBJECT: CONSIDERATION OF A WRITTEN REQUEST BY THE MADERA HIGH SCHOOL SEEKING COUNCIL APPROVAL TO WAIVE PERMIT FEES AND COVER THE COST OF POLICE AND PUBLIC WORKS EFFORTS IN ASSOCIATION WITH THEIR HOMECOMING PARADE

RECOMMENDATION:

It is the recommendation of staff that Council approve the participation of Police and Public Works for traffic and clean-up at no cost to Madera High School (MHS).

SUMMARY:

Madera High School is sponsoring its annual Homecoming Parade on Friday, October 9, 2015. Approximately 700 students will take part in the parade, including the Coyote Band, pep and cheer, Varsity and Junior Varsity football teams, and class and club floats. All the elementary and junior high schools are invited to bring students to watch the parade.

It has been the practice of the Council to recognize this function as a community event and help defray some of the costs associated with putting on the activity.

DISCUSSION:

Mrs. Sarah Murrietta, Director of Student Activities, has requested the City Council waive the fees for permit, and cover the cost for police and public works associated with the event, i.e. traffic and crowd control and cleanup (see attached letter). The high school will obtain the appropriate special use permit for use of city streets as part of the parade route.

As is City policy, insurance binders (Special Events Insurance) to transfer liability and property damage claims from the City to parade sponsors are to be provided by Madera High School. Further, Madera High School administration has agreed to contribute up to \$1,500 toward the provision of installation of barricades along the parade route.

FINANCIAL IMPACT:

The cost of providing City services to assist with traffic and crowd control and cleanup is estimated at about \$1,765 to pay for overtime and straight time for about two and a half hours of work. The sponsors request this amount of money be covered by the City.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

City participation in the annual Homecoming Parade supports the following Vision 2025 strategies:

- Strategy 317: "Develop and encourage festival, gatherings, and events . . .".
- Strategy 332: "Expand comprehensive services for Madera's youth . . .".
- Strategy 313: "Provide year-round programs fostering community pride. . .".



September 14, 2015

Mayor Robert Poythress and Members of the City Council,

Please consider this letter as our request to be put on the agenda for your next meeting. The item for consideration is our annual Madera High Homecoming Parade on Friday, October 9, 2015. This parade has become a Madera tradition for the last 16 years that we wish to continue.

Approximately 600 high school students and 100 elementary students will take part in the parade, including the band, pep & cheer, varsity and junior varsity football teams, class and club floats. All of the elementary and junior high feeder schools are invited to bring students to watch the parade. Last year we had approximately 600 students lined on the parade route.

We understand that an event of this magnitude will incur many costs for all parties involved. We ask that the City of Madera would continue to support this event by waiving the permit, police, and public works fees that are associated with the event. We also ask to continue the agreement that was made in 2006 whereas MHS will pay the City of Madera, not to exceed, \$1500 toward the cost of the rental of the safety barricades.

We are looking forward to another spirited community pride event!

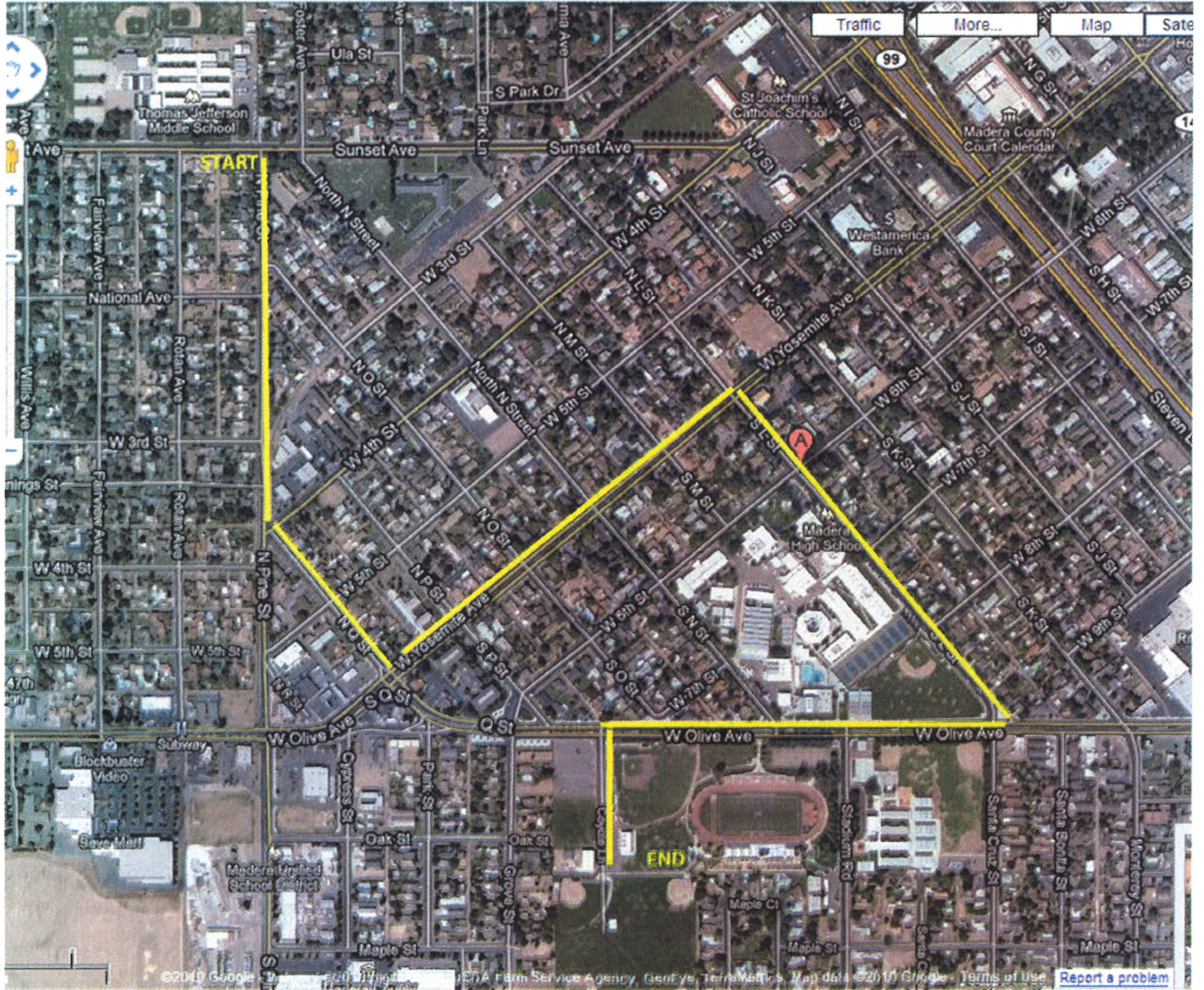
Thank you for your consideration of this matter.

Sarah Murrietta
Director of Student Activities
675-4444 ext.1196
sarahmurrietta@maderausd.org

Alan Hollman, Principal

200 South "L" Street, Madera, CA 93637 • (559)675-4444 • Fax (559)675-4531 • alanhollman@maderausd.org

Madera High School
Homecoming Parade
October 9, 2015
12:45pm – 1:45pm



Return to Agenda



Plant Location & Office:
200 SOUTH PINE STREET
TELEPHONE (559) 673-9189
FAX (559) 673-6115

Mailing Address:
P.O. BOX 509
MADERA, CALIFORNIA 93639-0509

September 24, 2015

Request for Agenda Item – City Council Meeting October 2015

To Whom It May Concern:

I would like to ask several questions of the City Council regarding their September decision to grant Mid Valley Disposal an exclusive franchise to haul construction and demolition debris within the city limits. I expect other interested C&D contractors to voice their displeasure with the Council regarding their action. I've contacted each Council Member by email and they should be aware of my concern.

Thank You
Tom daSilva
Owner

RECEIVED

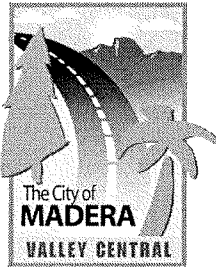
City of Madera City Clerk

By: Salvarez

Date: 9/24/15

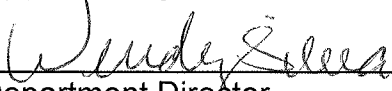
C: City Administrator
City Attorney
Comm. Dev. Dir.
PW Director

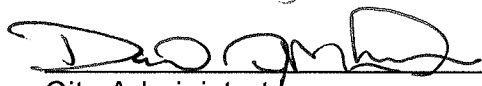
Report to City Council



Council Meeting of October 7, 2015
Agenda Item Number E-1

Approved by:


Department Director


City Administrator

Informational Report on Participation in a Multi-Jurisdictional Local Hazard Mitigation Plan Update with Madera County

RECOMMENDATION

This report is provided for informational purposes only and no Council action is required at this time.

HISTORY

In October 2000, Congress passed the Disaster Mitigation Act of 2000. This new Act amended the existing Stafford Act, emphasizing the need for state, tribal, and local entities to closely coordinate mitigation planning and implementation efforts through local hazard mitigation plans. Federal regulations require local jurisdictions to prepare and adopt a local hazard mitigation plan approved by the Federal Emergency Management Agency (FEMA) to maintain eligibility for Section 404 grants of the Federal Stafford Act and for FEMA's Pre-Disaster Mitigation Program.

In 2008, the Madera County Office of Emergency Services (MC OES) applied for a California Office of Emergency Services Hazard Mitigation Planning Grant. The grant was approved in 2009 and provided MC OES funding to hire a consultant to facilitate a multi-jurisdictional local hazard mitigation grant for all interested local entities and tribal governments. The County of Madera, City of Madera, Madera County Office of Education, and the North Fork Rancheria of Mono Indians all agreed to participate in the multi-jurisdictional plan. The planning grant required matching funds that were achieved through tracking of staff time for all entities working on the project. That multi-jurisdictional plan was finished and adopted by the involved agencies in 2011.

SITUATION

The multi-jurisdictional local hazard mitigation plan (LHMP) is meant to identify, analyze and provide potential mitigating solutions for hazards that can be mitigated to minimize loss in case of a natural disaster. An entity with a FEMA approved LHMP becomes eligible to apply for disaster mitigation grants. The LHMP need not

identify every possible mitigation measure but a sampling to show that the local entity has engaged in the critical thought process. Specifically, if staff becomes aware of a potential mitigation solution that was not included in the LHMP, the City is not barred from seeking grant funds for the project. The existing LHMP was completed and approved in 2011. Once a plan receives FEMA approval, it must be updated at least once every five years for the agency to be eligible to continue to apply for disaster mitigation grants.

Madera County applied for the 2015 FEMA Pre-Disaster Mitigation Grant to fund the required 5-year update of the LHMP. The grant application was accepted and approved. The proposed project is estimated to cost \$150,000, with 75% coming from the federal government and 25% coming from the local entities that participate. Madera County has offered the City of Madera and the City of Chowchilla the opportunity to participate in the LHMP update and equally split the \$37,500 local match required. This would mean that the City of Madera would need to contribute \$12,500 towards the plan update. This cost is far less than the City attempting to complete an LHMP update on its own and it is staff's intent to participate in the multi-jurisdictional LHMP update with the County and City of Chowchilla.

FISCAL IMPACT

Staff is proposing to utilize funds currently contained in the Insurance Reserve Fund 2015-16 budget to pay for the City's \$12,500 match to participate in the grant funded LHMP update. Participation will also include staff time as necessary to complete the project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

Completion of a multi-jurisdictional local hazard mitigation plan is not contained in the Vision plan, nor is it in conflict with any aspect of the plan.



OFFICE OF THE SHERIFF

MADERA COUNTY

Jay A. Varney

Sheriff-Coroner

14143 Road 28
Madera, CA 93638
Phone: (559) 675-7770
Fax: (559) 675-8413
E-Mail: sheriff@madera-county.com
File # 4.a.10638

Wednesday, September 02, 2015

Wendy Silva
Director of Human Resources
City Of Madera
205 West 4th Street
Madera, CA 93638

Director Silva

In March of 2016, the City of Madera and the County's Local Hazard Mitigation Plan (LHMP) will expire. The Sheriff's Office of Emergency Services (OES) is in the process of planning a way to update this plan to meet Federal Emergency Management Agency's (FEMA) requirements.

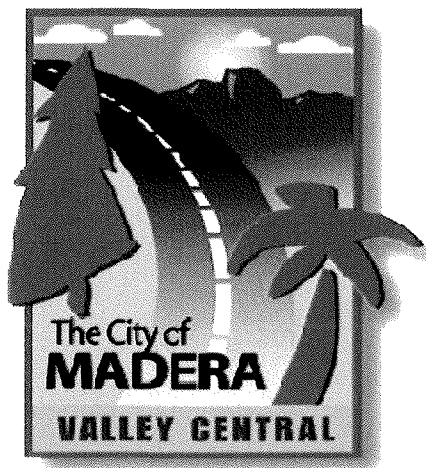
Sheriff's OES is in the process of applying for the grant program from FEMA called the Pre-Disaster Mitigation Grant. Earlier this year, Madera OES submitted a Letter of Interest (LOI) in the grant. From that LOI, we were invited to submit an application. That application was submitted and approved by the state. The state forwarded it to FEMA for review. The request was for a total \$150,000 grant. The federal government will provide 75% of the \$150,000 with the county providing 25% (\$37,500).

The City of Madera joined the County in preparing the 2011 LHMP. Most FEMA Grants and Stafford Act Disaster Funds require a current LHMP in order to apply for grant dollars. We would welcome the City of Madera in joining us again for the update to the LHMP. The same offer has been extended to the City of Chowchilla. This would require the city to provide \$12,500 as their share of the 25% if all three entities join this offer. The City of Chowchilla has expressed interest in moving forward with the county.

With the grant, we would hire an outside contractor to craft an updated LHMP for the two cities and the county. This document is critical to help apply for any FEMA Grants. We would welcome you joining us in this endeavor.

Sincerely,

Jay Varney
Sheriff
Emergency Services Director
County of Madera

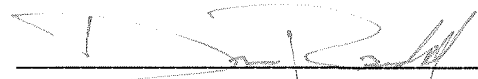


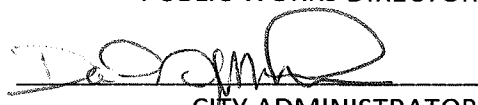
REPORT TO CITY COUNCIL

MEETING DATE: October 7, 2015

AGENDA ITEM NUMBER: E-2

Approved By:


PUBLIC WORKS DIRECTOR


CITY ADMINISTRATOR

SUBJECT:

Weekly Water Conservation Reports

RECOMMENDATION:

Staff recommends that the Council review the attached weekly report of water conservation activities and progress in reducing residential water consumption.

SUMMARY/ DISCUSSION:

The attached weekly reports for September 14th – September 27th are being presented to the Council in order to keep everyone informed of ongoing efforts and resulting reductions in residential consumption. The report for the following week will be distributed via email. The information is intended to illustrate:

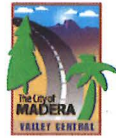
- Week's reduction of water consumption in comparison to the same week in 2013
- Cumulative progress, starting from June 1st, in meeting the States 28% reduction mandate
- Comparison of current temperatures and precipitation to conditions in 2013
- Description of public informational activities
- Summary of public service requests related to water
- Summary of water restriction enforcement activities
- Chart of day by day comparisons of 2015, and target consumption data

FINANCIAL IMPACT:

The expenses for implementing and administering these water conservation activities occur within the Water Fund and does not impact the General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The proposed action is not specifically addressed as part of the Plan, but is not in conflict with it and is sympathetic of the underlying principals of the 2025 Plan.



Week's Conservation Avg. 23%	Today's High 102° 10 day forecast Avg. High 91°
September. Conservation Avg. 24%	Week's Avg. High 88° from 2013 Avg. High

General Water Conservation News: This past week's, water conservation was down by 2% from the previous week, and 3% below the 28% water conservation goal. On a cumulative basis we have averaged 29% overall since June when the State's 28% mandate began. The 14° temperature differential from 2013 and fall season is a large factor in this week's declining numbers. The usage pattern shown on the bar chart (next page) shows that customers are generally watering on their watering days. And we are not seeing increases in second and third watering citations. We hope to see increasing rebate activity after last week's outreach at the County fair.

Public Service Requests:

Approximate 35 calls were received this week reporting water wasting (not leak calls)

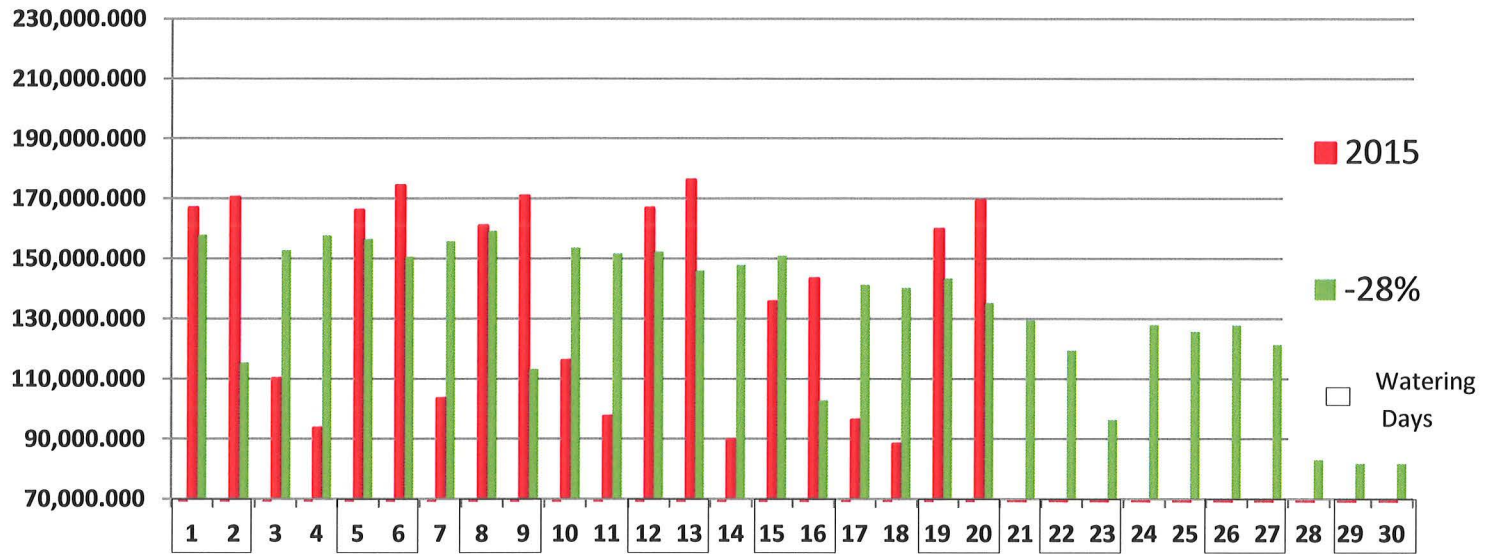
- 4 Calls were received regarding water and City facilities
- 6 Leaks were reported:
 - 4 repaired in less than 3 business days of being reported (No underground excavation)
 - 2 repaired within 3 business days of being reported
 - 0 repaired within 4 business days of being reported
 - 0 repaired within more than 4 business days of being reported

An estimated 6 calls were received this week requesting information regarding water issues. There were 15 customer inquiries regarding consumption which resulted in leak discovery at 9 properties and adjustments to watering schedules at 6 properties. Internal evaluations resulted in repairs of meters and resolution of various meter related issues at 3 properties. To date, we have received 18 rebate applications for Turf Replacement. 7 rebates have been issued to date, 10 are in process and 1 was denied.

Water Conservation team activities:

- 42 Contacts with the Public to educate and provide advice
- 0 Verbal warnings issued
- 40 Citations issued:
 - 40 1st offenses (\$75)
 - 0 2nd offenses (\$250)
 - 0 3rd or more offense (\$500)

Current Water Production in September Compared to 28% Goal



*Adjusted to align days of week

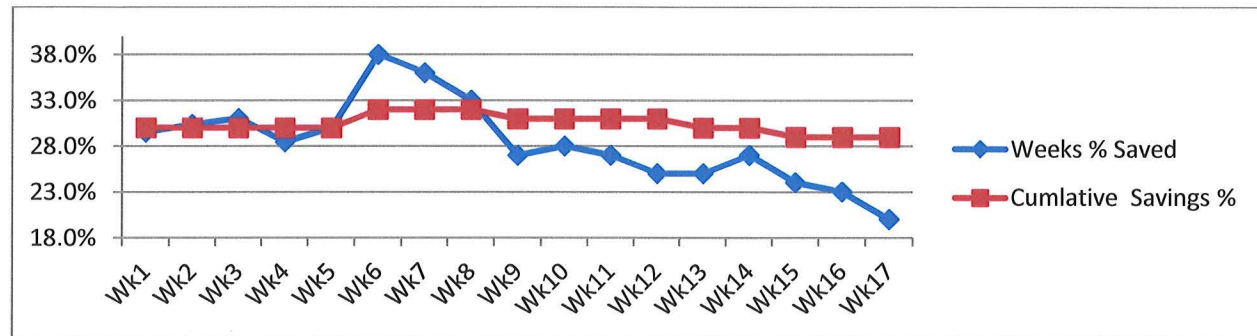
City of Madera

Weekly Water Conservation Report September 21 – September 27, 2015



Week's Conservation Avg. 19.9%	Today's High 84° 10 day forecast Avg. High 83°
September. Conservation Avg. 23.8%	Week's Avg. High 80° from 2013 Avg. High

General Water Conservation News: This past week's water conservation was down by 3% from the previous week, and 8% below the 28% water conservation goal. On a cumulative basis we have still averaged 29% overall since June when the State's 28% mandate began.



Public Service Requests:

Approximate 37 calls were received this week reporting water wasting (not leak calls)

11 Calls were received regarding water and City facilities

7 Leaks were reported:

- 3 repaired in less than 3 business days of being reported (No underground excavation)
- 0 repaired within 3 business days of being reported
- 3 repaired within 4 business days of being reported
- 1 repaired within more than 4 business days of being reported

An estimated 62 calls were received this week requesting information regarding water issues. There were 5 customer inquiries regarding consumption which resulted in leak discovery at 5 properties. Internal evaluations resulted in repairs of meters and resolution of various meter related issues at 12 properties. To date, we have received 18 rebate applications for Turf Replacement. 7 rebates have been issued, 10 are in process and 1 was denied.

Water Conservation team activities:

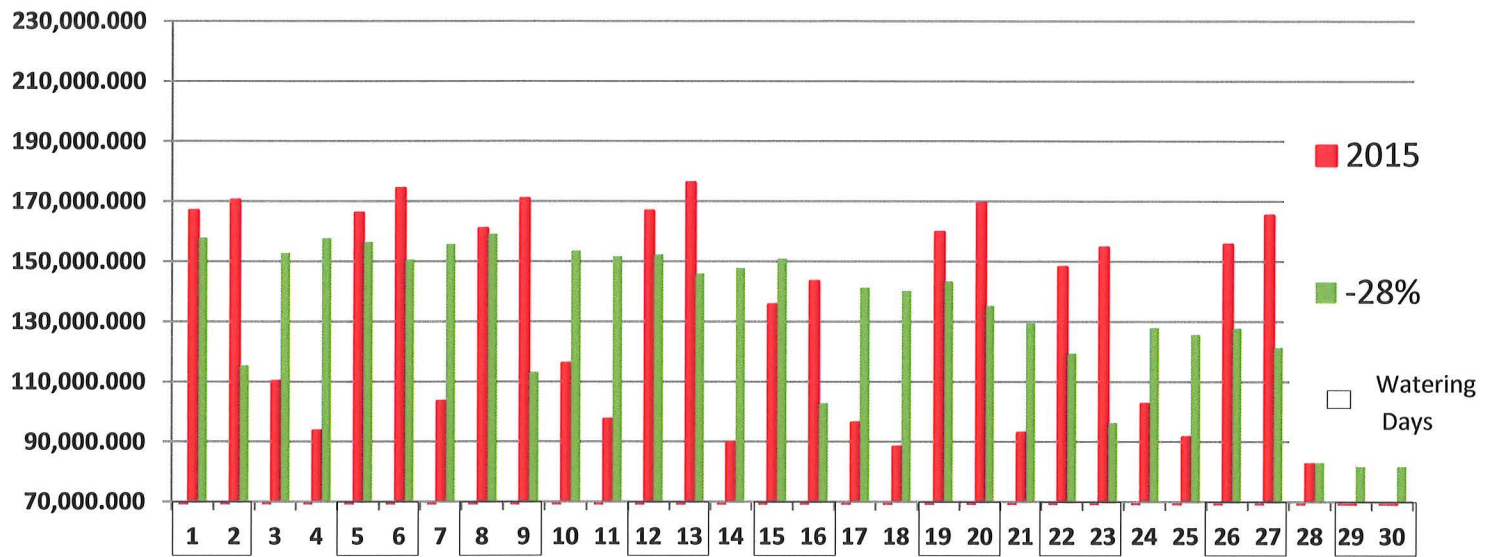
200 Contacts with the Public to educate and provide advice (Swap Meet twice)

0 Verbal warnings issued

107 Citations issued:

- 107 1st offenses (\$75)
- 0 2nd offenses (\$250)
- 0 3rd or more offense (\$500)

Current Water Production in September Compared to 28% Goal



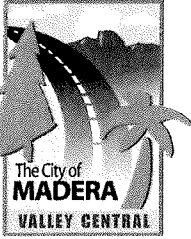
*Adjusted to align days of week

Agenda: October 7, 2015

Item: F-1

Discussion on the City's Role and Involvement in Potential Sites for the High Speed Rail Heavy Maintenance Facility and Direction to Staff

**There is no report for this item.
Discussion Only**



REPORT TO CITY COUNCIL

Approved by:

Sonia Alvarez
Department Director

[Signature]
City Administrator

Council Meeting of: 10/07/15

Agenda Number: F-2

SUBJECT: Mayor's Appointment of an Alternate Board Member to the Madera County Transportation Commission

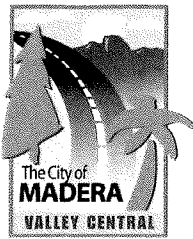
RECOMMENDATION: Staff requests that Mayor Poythress appoint an alternate board member to the Madera County Transportation Commission (MCTC).

DISCUSSION: Appointment of Council representatives to the Madera County Transportation Commission are made by the Mayor. Mayor Poythress was informed by MCTC that a new alternate needs to be appointed to their board. Council Member Robinson currently serves as the alternate board member. As a result of an impending appointment of Council Member Robinson's wife to the Measure T Citizens' Oversight board, and to avoid potential conflicts which may arise, it is recommended that a new alternate board member be appointed to the MCTC board.

Mayor Poythress and Council Member Medellin currently serve as primary members on the MCTC board. See attached Mayor's Appointments list.

FINANCIAL IMPACT: None

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



MAYOR ROBERT POYTHRESS
Mayor's Appointments
January 1, 2015 – December 31, 2016

COMMITTEE	APPOINTMENTS
Central California Women's Facility (CCWF) Citizens Advisory Board CCWF, 23370 Road 22, Chowchilla, CA 93610 Contact – Lilly Dawson, Community Resource Manager (A) 665-5531, x5104 Valley State Prison (VSP), 21633 Ave. 24, Chowchilla, Ca 93610 Contact - Carmen Bruton-Maroney, Community Resource Manager 665-6100 x5474 Meets 1 st Thursday every other month at 3:00 p.m. (alternate sites CCWF & VSP).	Primary: Sally Bompreszi Alternate: William Oliver
Madera County Local Child Care and Development Planning Council (LPC) Steering Committee Madera Co. Office of Education (MCOE) 1105 S. Madera Ave., Madera, CA 93637 Ph: 673-6051 Contact: Brenda Plauson – 662-3801 Meets quarterly, 11:30 a.m. -1:30 p.m. at MCOE offices	Primary: Derek Robinson Alternate: Charles Rigby
Community Action Partnership of Madera Co. Inc. (CAPMC) 1225 Gill, Madera, CA 93637 Ph. 673-9173 Contact: Melisa DaSilva 675-5748 Meets 2 nd Thursday at 5:30 p.m. at 1225 Gill, Board Room	Primary: Donald Holley Alternate: William Oliver
Madera County Economic Development Commission (EDC) 2425 W. Cleveland Ave., Madera, CA 93637 Contact: Lois Grow, 675-7768 Executive Committee – Meets monthly 1 st Wednesday at 7:30 a.m. Commission – Meets quarterly 2 nd Wednesday at 3:00 p.m.	Primary: Andrew Medellin Alternate: Derek Robinson
Madera County Transportation Commission (MCTC) 2001 Howard Rd., Ste. 201 Madera, CA 93637 Contact: Sheila Kingsley, 675-0721 Meets 3 rd Wednesday at 3:00 p.m., MCTC Board Room	Primary: Robert Poythress Primary: Andrew Medellin Alternate: Derek Robinson
San Joaquin River Conservancy Meets at Fresno Metropolitan Flood Control Office 5469 E. Olive Ave., Fresno, CA Contact: Rebecca Harris, 253-7324 Meets 3 rd Wednesday at: 10:00 a.m. March-October 10:30 a.m. November-February	Primary: Derek Robinson Alternate: Charles Rigby

City of Madera
Mayor's Appointments

City Selection Committee Appointments

The Mayors of Madera and Chowchilla serve on this committee. The City Selection Committee is administered by the Madera County Clerk of the Board. The City Selection Committee meets as needed to make appointments to LAFCO and SJVUAPCD Citizen Advisory Committee.

LAFCO – Local Agency Formation Commission

Each city appoints a primary member. Alternate is one appointment from either city.

RMA, 2037 W. Cleveland Ave., Madera, CA 93637

Contact: 675-7821

Meets 4th Wednesday at 6:00 p.m. at the Resource Management Agency

City Primary: Andy Medellin
(term ending 1/31/16)

Alternate: Dennis Haworth, City of
Chowchilla

**San Joaquin Valley Unified Air Pollution Control District Citizen
Advisory Board (SJVUAPCD)**

1990 E. Gettysburg, Fresno, CA Ph. 230-6000

Meets 1st Tuesday at 10:00 a.m.

Primary: John Chavez, City of
Chowchilla Council Member
(term ends 1/31/16)

Alternate: Dave Randall, City Planning
Director (term ends 1/31/14)

SJVUAPCD SPECIAL CITY SELECTION COMMITTEE

The valley-wide Special City Selection Committee is charged with making appointments of city representatives to the SJVUAPCD Governing Board.

**San Joaquin Valley Unified Air Pollution Control District
Governing Board**

Small City Rotation

1990 E. Gettysburg, Fresno, CA Ph 230-6000

Sally Bompreszi – January 2012 thru
January 2018