SELECT ITEM TO VIEW STAFF REPORT

Regular Meeting of the Madera City Council and Special Meeting of Madera City Council as Successor Agency to the former Madera Redevelopment Agency

205 W. 4th Street, Madera, California 93637

JOINT MEETING NOTICE AND AGENDA

Wednesday, July 17, 2019
6:00 p.m.

Council Chambers
City Hall

CALL TO ORDER

ROLL CALL: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

INVOCATION: Pastor Marc Unger, First Baptist of Madera

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

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

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 LAFCO: The Local Agency Formation Commission

B. CONSENT CALENDAR

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

B-1 Minutes – 06/19/2019 and 06/22/2019

B-2 Informational Report on Register of Audited Demands (Report by Susan O'Haro)

B-3 Consideration of a Resolution Establishing Appropriations Limit for Fiscal Year 2019/2020 (Report by Susan O'Haro)

B-4 Consideration of a Resolution Approving Program Supplement Agreement (PSA) Nos. F060, F061, and F062, to Master Agreement No. 06-515F15, for Federal-Aid Projects and Authorizing the City Engineer to Execute the Program Supplement Agreements and All Future Program Supplement Agreements on Behalf of the City (Report by Keith Helmuth)

B-5 Consideration of a Resolution Approving a Request of Assignment and Assumption of Contracts from GHD Inc. (Report by Keith Helmuth)

B-6 Consideration of a Resolution Approving Six Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Six Easement Deeds and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the Sidewalk Improvements Lincoln Avenue - Austin Avenue - South Street CDBG Project No. B18MC060053, City Project No. R-73 (APN No. 004-041-020, 004-041-021,004-042-006, 004-042-016, 004-043-007, and 004-043-017) (Report by Keith Helmuth)

B-7 Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Additional Reimbursement in the Amount of $52,845.10 for Fire Damage to 5 East Yosemite (Report by Wendy Silva)

B-8 Consideration of a Minute Order Authorizing the Mayor to Sign a Letter in Opposition to California Senate Bill 266 (Leyva) Regarding CalPERS Benefit Adjustments for Disallowed Compensation (Report by Wendy Silva)

B-9 Consideration of Resolutions Amending the Fiscal Year 2018-2019 Successor Agency and Successor Housing Agency Budget (Report by Bob Wilson) -- Action by City Council as Successor Agency

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

C-1 Ratify a Resolution Approving the Proposition 68 Program Application for Statewide Park Development and Community Revitalization Program Grant Funds and Authorizing the City Manager to Submit the Application and Any Additional Necessary Documents Related to Negotiating, Executing or Amending the Grant Application Scope (Report by Ivette Iraheta)

C-2 Reconsideration of a Resolution Approving Release of Disposition and Development Agreement Executed by Ironhorse Elm, LLC; APN: 008-022-010/008-022-035 (Report by Bob Wilson) -- Action by City Council as Successor Agency

C-3 Consideration of a Resolution Authorizing the Submission of a Grant Application ($100,000) to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program and Authorizing the City Manager or his Designee to Execute all Required Documents (Report by Ivette Iraheta)

C-4 Consideration of a Resolution Authorizing the Investment of Monies in the Local Agency Investment Fund (LAIF) and Designating the Positions Authorized to Sign on the Account (Report by Susan O'Haro)

D. WRITTEN COMMUNICATIONS

There are no items for this section.

E. ADMINISTRATIVE REPORTS

There are no items for this section.

F. COUNCIL REPORTS

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

G-2 Conference with Labor Negotiators Pursuant to Government Code §54957.6
Agency Designated Representative: Arnoldo Rodriguez
Unrepresented Positions: Director of Parks & Community Services
Director of Financial Services
Public Works Operations Director

G-3 Public Employee Performance Evaluation – Pursuant to Government Code §54957
Title: City Manager

G-4 Closed Session Report – City Attorney

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

I, Claudia Mendoza, Interim City Clerk for the City of Madera, declare under penalty of perjury that I posted the above agenda for the regular meeting of the Madera City Council for July 17, 2019, near the front entrances of City Hall at 5:00 p.m. on July 11, 2019.

Claudia Mendoza

Claudia Mendoza, Interim City Clerk

RETURN TO AGENDA

Madera City Council Agenda 07/17/19

Agenda Item A-1
LAFCO: The Local Agency Formation Commission

There is no written report for this item.

Item:	B-1
Minutes for:	06/19/19
Adopted:	07/17/19

RETURN TO AGENDA

MINUTES OF A REGULAR MEETING OF THE MADERA CITY COUNCIL

June 19, 2019 **Council Chambers**
6:00 p.m. **City Hall**

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

ROLL CALL:

Present: **Mayor Andrew J. Medellin**
Mayor Pro Tem Steve Montes, District 3
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4
Council Member Santos Garcia, District 5

Absent: **Council Member Donald E. Holley, District 6**

Others present were City Manager Arnoldo Rodriguez, Interim City Attorney Hilda Montoy Cantu, Interim City Clerk Claudia Mendoza, Chief of Police Dino Lawson, Assistant Fire Chief Matt Watson, Interim Finance Director Susan O'Haro, City Engineer Keith Helmuth, Human Resources Director Wendy Silva, Chief Building Official Steve Woodworth, Information Services Manager Mark Souders, Parks and Public Works Operations Director John Scarborough, Acting Planning Manager Chris Boyle, Grant Administrator Ivette Iraheta, Commander Gino Chiaramonte, Grants Program Manager Debra McKenzie, Engineering Project Manager Frank Holguin, Assistant Engineer Jose Sandoval, Battalion Chief Anthony Garcia, Grants Program Manager Jorge Rojas, Housing Authority Executive Director Linda Shaw, Finance Administrative Analyst Eric Battles, Parks Community Program Coordinator Corinne Long Folk, Detective John Rosel, Corporal Brent Cederquist, and Deputy Engineer Jose Aguilar.

INVOCATION: Pastor Fred L. Thurman, New Life Assembly Madera

PLEDGE OF ALLEGIANCE: Mayor Medellin

PUBLIC COMMENT

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

Raquel White with California Industry Force Account Council (CIFAC) provided information regarding the programs offered CIFAC.

Angel Reyna President of Madera Community College Center introduced himself and thanked Council for their service in the community. He looks forward to collaborating with the City.

Joanna Fleek with Madera County School District requested that the Council should consider providing funding for police officers at the high schools.

Paul Jay Lee expressed his concerns with 5G and the harmful high-frequency radio airwaves.

No other comments given.

PRESENTATIONS: None.

INTRODUCTIONS: None.

A. WORKSHOP

A-1 Communities Facilities District Workshop (Presentation by Chris Boyle)

Acting Planning Manager Chris Boyle provided presentation to the council.

Interim City Clerk made late distribution announcement regarding item B-3, B-4, B-9 and C-4. Also mentioned correction in agenda title for item C-1.

B. CONSENT CALENDAR

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

Item B-6 was pulled by Council Member Robinson for discussion.

ON MOTION BY COUNCIL MEMBER GALLEGOS, AND SECONDED BY COUNCIL MEMBER RODRIGUEZ, THE CONSENT CALENDAR, WITH THE EXCEPTION OF ITEM B-6, WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

B-1 Minutes – 04/17/2019, 05/01/2019, and 05/15/2019

B-2 Warrant Disbursement Report for May 18, 2019 to June 7, 2019 (Report by Susan O'Haro)

B-3 Consideration of a Resolution Approving Amendment No. 3 for the 2017/2018 Community Development Block Grant Agreement for the George Washington Elementary School Sidewalk Improvement Project and Authorizing the Mayor to Sign the Amendment (Report by Ivette Iraheta)

RES. NO. 19-92 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AMENDMENT NO. 3 FOR THE 2017/2018 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES FOR THE GEORGE WASHINGTON ELEMENTARY SCHOOL SIDEWALK IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT**

B-4 Consideration of a Resolution Approving an Amendment for the 2018/2019 Community Development Block Grant Agreement for the High-Intensity Activated CrossWalK (HAWK) Pedestrian Signal at the Intersection of Stadium Road and Gary Street and Authorizing the Mayor to Sign the Amendment (Report by Ivette Iraheta)

RES. NO. 19-93 **A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, APPROVING AN AMENDMENT FOR THE 2018/2019 COMMUNITY DEVELOPMENT BLOCK GRANT AGREEMENT FOR SERVICES FOR THE HIGH-INTENSITY ACTIVATED CROSSWALK (HAWK) PEDESTRIAN SIGNAL AT THE INTERSECTION OF STADIUM ROAD AND GARY STREET AND AUTHORIZING THE MAYOR TO SIGN THE AMENDMENT**

B-5 Consideration of a Minute Order Appointing Councilmember Santos Garcia to the City's Cannabis Ad Hoc Committee (Report by Arnoldo Rodriguez)

B-6 Consideration of a Resolution Setting a City Council Health Benefits Equal to Health Benefits Received by Mid Management Employee Group (Report by Wendy Silva)

After discussion Council moved to approve item B-6.

ON MOTION BY COUNCIL MEMBER GALLEGOS AND SECONDED BY COUNCIL MEMBER MONTES, ITEM B-6, RES. NO 19-94, WAS ADOPTED BY A VOTE OF 5-1-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, RODRIGUEZ, AND GARCIA. NOES: COUNCIL MEMBER ROBINSON. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

RES. NO. 19-94 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA SETTING THE HEALTH BENEFITS RECEIVED BY CITY COUNCIL MEMBERS EQUAL TO HEALTH BENEFITS RECEIVED BY THE MID MANAGEMENT EMPLOYEE GROUP**

B-7 Consideration of a Resolution Accepting Public Utility Easement and Pedestrian Deed, Offered by Bronco Professional Park LLC, at Almond Avenue and Emily Way, and Authorizing the City Clerk to Execute and Cause to Be Recorded, a Certificate of Acceptance (Report by Keith Helmuth)

RES. NO. 19-95 **A RESOLUTION ACCEPTING PUBLIC UTILITY AND PEDESTRIAN EASEMENT DEED, OFFERED BY BRONCO PROFESSIONAL PARK LLC, AT ALMOND AVENUE AND EMILY WAY, AND AUTHORIZING THE CITY CLERK TO EXECUTE AND CAUSE TO BE RECORDED, A CERTIFICATE OF ACCEPTANCE**

B-8 Consideration of a Minute Order Accepting the Pedestrian Facilities Around Schools and Commercial Areas, City Project No. R-62, Federal Project No. CML-5157(108) Project that Includes National Avenue, 3rd Street, Williams Avenue, Howard Road and Authorizing Recording of the Notice of Completion and Authorizing the Release of Retention (Report by Keith Helmuth)

B-9 Consideration of a Resolution Approving Annexation of Love's Country Stores of California, Love's Hospitality of CA, The Tint Shop (Jose Flores and Francisco Flores), Madera County Public Health and Department of Social Services (Madera H&HS LLC), Boston Motor's Inc. (Arturo Mejia and Micaela A Mejia), Starbucks Drive-Thru & Outdoor Patio (First Priority Funding, LLC), Nassar Parcel Map 19-P-01 (Palepino, LLC), Crown Tozer Subdivision (Joseph Crown Construction and Development Inc.), Burger King (Pasquale Desantis and Carmela Desantis), East Almond (Mukker) Medical Office (Jalebi, LLC), and CVI Group Subdivision into Zone of Benefit 51; Confirming the Diagram and Assessment for City Wide Landscape and Lighting Assessment District (LMD) Zone of Benefit 51 for Fiscal Year 2019/2020; Authorizing the Mayor to Execute the Covenant on Behalf of the City (Report by Keith Helmuth)

RES. NO. 19-96 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING ANNEXATION OF LOVE'S COUNTRY STORES OF CALIFORNIA, LOVE'S HOSPITALITY OF CA, THE TINT SHOP (JOSE FLORES AND FRANCISCO FLORES), MADERA COUNTY PUBLIC HEALTH AND DEPARTMENT OF SOCIAL SERVICES (MADERA H&HS LLC), BOSTON MOTOR'S INC. (ARTURO MEJIA AND MICAELA A MEIJIA), STARBUCKS DRIVE-THRU & OUTDOOR PATIO (FIRST PRIORITY FUNDING, LLC), NASSAR PARCEL MAP 19- P-01 (PALEPINO, LLC), CROWN TOZER SUBDIVISION (JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT INC.), BURGER KING (PASQUALE DESANTIS AND CARMELA DESANTIS}, EAST ALMOND (MUKKER) MEDCIAL OFFICE (JALEBI,LLC), AND CVI GROUP SUBDIVISION INTO ZONE OF BENEFIT 51; CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT (LMD) ZONE OF BENEFIT 51 FOR FISCAL YEAR (FY) 2019/2020; AND AUTHORIZING THE MAYOR TO EXECUTE THE COVENANT ON BEHALF OF THE CITY**

B-10 Consideration of a Resolution Approving Agreement for Outside of City Water and Sewer Service for Property Located at 28261 Avenue 14 1/2, Approving Covenant to Annex, Authorizing the Mayor to Execute the Agreement and Covenant on Behalf of the City and Directing Staff to Record the Agreement and Covenant (Report by Keith Helmuth)

RES. NO. 19-97 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING THE AGREEMENT WITH JOSEFINA MEJIA AND LUIS MARTINEZ FOR OUTSIDE OF CITY WATER AND SEWER SERVICE FOR 28261 AVENUE 14 1/2, APPROVING THE COVENANT TO ANNEX, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND COVENANT ON BEHALF OF THE CITY AND DIRECTING STAFF TO RECORD THE AGREEMENT AND COVENANT**

B-11 Consideration of a Minute Order Appointing Councilmember Derek Robinson to the City's Golf Course Ad-Hoc Committee (Report by Arnoldo Rodriguez)

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

Mayor announced that Item F-1 would be moved ahead of C-1 in the agenda.

C-1 Consideration of a Resolution Adopting the Community Development Block Grant (CDBG) 2019/2020 Action Plan, Approving Allocations Totaling $892,89 and Authorizing the City Manager to sign the Certifications (Report by Ivette Iraheta)

Grants Administrator Ivette Iraheta presented staff report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ AND SECONDED BY COUNCIL MEMBER MONTES, ITEM C-1, RES. NO 19-98, WAS ADOPTED BY A VOTE OF 4-1-1-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, ROBINSON, AND RODRIGUEZ. NOES: COUNCIL MEMBER GALLEGOS. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: COUNCIL MEMBER GARCIA.

RES. NO. 19-98 A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, ADOPTING THE COMMUNITY DEVELOPMENT BLOCK GRANT 2019/2020 ACTION PLAN, APPROVING ALLOCATIONS AND AUTHORIZING THE CITY MANAGER TO SIGN THE CERTIFICATIONS

C-2 Consideration Of A Minute Order Approving Engineer's Report For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For Fiscal Year (FY) 2019/20; and

Consideration Of A Resolution Of Intention To Levy And Collect Annual Assessments For City Wide Landscape And Lighting Assessment District Zones Of Benefit 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20-A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36-A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45-A, 46, 50 & 51 For FY 2019/2020 And Setting Date For Public Hearing (Report by Keith Helmuth)

City Engineer Keith Helmuth presented staff report.

ON MOTION BY COUNCIL MEMBER GALLEGOS AND SECONDED BY COUNCIL MEMBER ROBINSON, ITEM C-2, MINUTE ORDER APPROVING ENGINEER'S REPORT FOR CITY WIDE LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONES WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

ON MOTION BY COUNCIL MEMBER MONTES AND SECONDED BY COUNCIL MEMBER GARCIA, ITEM C-2, RES. NO 19-99 WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

RES. NO. 19-99 **A RESOLUTION OF INTENTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, TO LEVY AND COLLECT ANNUAL ASSESSMENTS FOR CITY WIDE LANDSCAPE AND LIGHTING DISTRICT ZONES OF BENEFIT 1, 2, 3, 4, 6-A, 6-B, 7, 8, 9, 10-A, 10-B, 10-C, 10-D, 10-E, 10-F, 10-G, 10-H,10-I, 12, 13, 14, 15, 15-B, 15-C, 16, 17-A, 17-B, 17-C, 17-D, 18, 20- A, 20-B, 20-C, 21-A, 21-B, 21-C, 21-D, 23, 24, 25-C, 25-D, 26, 26-B, 26-C,26-D, 27, 27-B, 28, 28-B, 29, 29-B, 29-C, 29-D, 29-E, 30, 31-A, 31-B, 32-A, 32-B, 33, 34, 34-B, 34-C, 35, 36- A, 36-B, 36-C, 37, 39, 40, 41, 43-A, 43-C, 43-D, 43-E, 44, 45- A, 46, 50 & 51 FOR FISCAL YEAR (FY) 2019/2020 AND SETTING DATE FOR PUBLIC HEARING**

C-3 Consideration of a Resolution Approving the Applications for Transportation Development Act-Local Transportation Funds and State Transit Assistance Funds for Fiscal Year 2019/20 and authorizing the City Engineer to Execute and Submit the Applications to the Madera County Transportation Commission (Report by Keith Helmuth)

Deputy City Engineer Jose Aguilar, City Engineer Keith Helmuth, Grants Administrator Ivette Iraheta, and Grants Program Manager Debra McKenzie presented staff report.

ON MOTION BY COUNCIL MEMBER RODRIGUEZ AND SECONDED BY COUNCIL MEMBER GARCIA, ITEM C-3, RES. NO 19-100 WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

RES. NO. 19-100 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING APPLICATIONS FOR TRANSPORTATION ADEVELOPMENT ACT - LOCAL TRANSPORTATION FUNDS AND STATE TRANSIT ASSISTANCE FUNDS FOR FISCAL YEAR 2019/20 AND AUTHORIZING THE CITY ENGINEER TO EXECUTE AND SUBMIT THE APPLICATIONS TO THE MADERA COUNTY TRANSPORTATION COMMISSION**

C-4 Consideration of a Resolution of the City Council of the City of Madera, California Approving a New Schedule "A" Agreement with the California Department of Forestry and Fire Protection (CAL FIRE) from July 1, 2019 to June 30, 2020 for Fire Service Operations and Authorizing the Mayor to Sign the Agreement on Behalf of the City of Madera (Report by Matt Watson)

Assistant Fire Chief Matt Watson presented staff report.

ON MOTION BY COUNCIL MEMBER GARCIA AND SECONDED BY COUNCIL MEMBER GALLEGOS, ITEM C-4, RES. NO 19-101 WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

RES. NO. 19-101 **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A NEW SCHEDULE "A" AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FORESTRY AND FIRE PROTECTION (CAL FIRE) FROM JULY 1,**

2019 TO JUNE 30, 2020 FOR FIRE SERVICE OPERATIONS, AND AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT ON BEHALF OF THE CITY OF MADERA.

C-5 Introduction of an Ordinance of the City Council of the City of Madera, California Amending Title II, Chapter 1 of the Madera Municipal Code Relating to the City Council Voting (Report by Arnoldo Rodriguez)

City Manager Arnoldo Rodriguez presented staff report.

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

ON MOTION BY COUNCIL MEMBER RODRIGUEZ AND SECONDED BY COUNCIL MEMBER MONTES, FURTHER READING WAS WAIVED AND ITEM C-5, ORD. 963 C.S. WAS ADOPTED BY A VOTE OF 6-1. AYES: MAYOR MEDELLIN, COUNCIL MEMBERS MONTES, GALLEGOS, ROBINSON, RODRIGUEZ AND GARCIA. NOES: 0. ABSENT: COUNCIL MEMBER HOLLEY. ABSTAIN: 0.

INTRO. ORD. **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MADERA AMENDING TITLE II, CHAPTER 1 OF THE MADERA MUNICIPAL CODE RELATING TO CITY COUNCIL VOTING**

D. <u>WRITTEN COMMUNICATIONS:</u> None.

E. <u>ADMINISTRATIVE REPORTS:</u> None.

F. <u>COUNCIL REPORTS</u>

Item was taken out of order and was discussed before Item C-1.

F-1 Madera County Arts Council Update and Discussion of Contribution of Start-up Costs (Report by Council Member Gallegos)

Madera County Arts Authority President Dr. Julie O'Kane presented staff report.

City Manager Arnoldo Rodriguez stated that the City's 2019/2020 budget does not include requested funds and he recommended the Council bring this item back in couple of months once budget is approved. Mayor concurred.

F-2 Mayor's Appointment of a Board Member to the Community Action Partnership of Madera County (CAPMC) Board (Report by Mayor Andrew Medellin)

Mayor Medellin presented report and appointed Mayor Pro-Tem Montes to serve as the primary representative the Community Action Partnership of Madera County Board.

Council Member Robinson reported that he toured the Fire Station on D Street & 4th Street.

Council Member Robinson also reported he attended the California League of Cities Committee on economic housing and community. They discussed housing shortages. He recommended the City adopt a Marshall plan.

Council Member Gallegos reported that she went on a ride along with Madera Police Department on Friday. She was truly impressed and proud to say she is a citizen of Madera.

Mayor Pro-Tem Montes thanked Mayor for appointing him as the City's representative to the CAPMC Board.

No other reports were given.

G. CLOSED SESSION

G-1 Closed Session Announcement – City Attorney

Council adjourned to Closed Session at 8:56 p.m.

G-2 Conference with Labor Negotiators pursuant to Government Code Section 54957.6
Agency Designated Representatives: Arnoldo Rodriguez, Wendy Silva, & Che Johnson
Employee Organizations: General Bargaining Unit
Madera Police Officers' Association
Mid-Management Employee Group
Law Enforcement Mid-Management Group

G-3 Public Employee Appointment Pursuant to Government Code Section 54957(b)(1)
Title: Executive Director of the Successor Agency to the Former Madera Redevelopment Agency

G-4 Conference with Real Property Negotiators – Pursuant to Government Code Section 54956.8

Property:	1 Parcel
City of Madera	APN: 011-201-002
Agency Negotiators:	Keith Helmuth, Les Jorgensen
Negotiating Party:	Scott and Melissa Chase
Under Negotiations:	Price and Terms

G-5 Government Code section 54956.9-CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Initiation of Litigation Pursuant to Paragraph (4) of Subdivision (d) of Section 54956.9 (Deciding Whether to Initiate Litigation): One Case

G-6 Conference with Legal Counsel – Anticipated Litigation. Significant exposure to litigation pursuant to Government Code §54956.9(d)(2) – 3 cases

G-7 Closed Session Report – City Attorney

Council returned from closed session at 10:39 p.m. with all members present.

Interim City Attorney Hilda Montoy Cantu stated there was one reportable action on claim by Paul Escalante regarding an accident that occurred on 4/18/2019. The City Council determined by a vote of 6-0 to pay the claim of $7,764.53.

ADJOURNMENT – The meeting was adjourned at 10:39 p.m. Next regular meeting July 3, 2019

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

Item:	B-1
Minutes for:	06/22/19
Adopted:	07/17/19

RETURN TO AGENDA

MINUTES OF A SPECIAL MEETING OF THE MADERA CITY COUNCIL

June 22, 2019 **Council Chambers**
7:30 a.m. **City Hall**

CALL TO ORDER – The special meeting was called to order at 7:35 a.m.

ROLL CALL:

Present: **Mayor Pro Tem Steve Montes, District 3**
Council Member Cece Foley Gallegos, District 1
Council Member Jose Rodriguez, District 2
Council Member Derek O. Robinson Sr., District 4, arrived after roll call at 7:37 a.m.
Council Member Santos Garcia, District 5
Council Member Donald E. Holley, District 6

Absent: **Mayor Andrew J. Medellin**

Others present were City Manager Arnoldo Rodriguez and Human Resources Wendy Silva.

INVOCATION: Council Member Holley

PLEDGE OF ALLEGIANCE: Mayor Pro-Tem Montes

1. CLOSED SESSION

1a. Closed Session Announcement

The Council adjourned to closed session at 7:33 a.m. to discuss the items as listed on the agenda.

1b. Government Code Section 54957(b)(1)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Clerk

1c. Government Code Section 54957(b)(1)
PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT
Title: City Attorney

1d. Closed Session Report

The Council returned from closed session at 3:30 p.m. with all members present.

Mayor Pro-Tem Montes stated that there was no reportable action taken.

ADJOURNMENT - The meeting was adjourned at 3:30 p.m. Next regular meeting July 3, 2019.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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

CLAUDIA MENDOZA, Interim City Clerk

ANDREW J. MEDELLIN, Mayor

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-2

SUBJECT:
Informational Report on Register of Audited Demands

RECOMMENDATION:
Review Register of Audited Demands Report for June 22, 2019 to July 5, 2019.

SUMMARY: The Register of Audited Demands for the City of Madera covering obligations paid during the period of June 22, 2019 to July 5, 2019 is contained in the attachment.

Table 1: *Warrant Distribution Summary*		
Description	*Check #'s*	*Amount*
General Warrant	22469-22634	$2,041,069.56

Table 2: *Wire Transfer Summary*		
Description	*Vendor*	*Amount*
Payroll and Taxes	Union Bank	$541,217.70
SDI	EDD	$2,171.80
CalPERS Payment	CalPERS	$362,078.45

DISCUSSION: Warrant requests are processed weekly based on the adopted Fiscal Year 2018/2019 and 2019/2020 budgets and released for payment every Friday. Each demand has been audited and the Interim Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of City Council, we have included the departments from which each of the respective warrants were requested as well as the fund/division description from which they were paid.

FINANCIAL IMPACT: Demands for payments are made within the constraints of the approved 2018/2019 and 2019/2020 budgets.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: These expenditures were spent considering Strategy 115: Economic Resource Provision: Ensure sufficient economic resources to provide adequate City services and prepare for future growth.

ALTERNATIVES: Informational only.

ATTACHMENTS: Register of Audited Demands

CITY OF MADERA

REGISTER OF AUDITED DEMANDS FOR BANK #1-UNION BANK GENERAL ACCOUNT

July 5, 2019

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
22469	06/28/2019	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	FUNDS ON DEPOSIT: CLAIMS & ADMIN FEES	40,162.00
22470	06/28/2019	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS INC.	MEDICAL & CHILD CARE EXPENSE	1,173.37
22471	06/28/2019	ENGINEERING	WATER CAP OUTLAY	AKEL ENGINEERING GROUP, INC.	SWR/WTR CONDITION ASSESS: NE TANK DSGN	12,009.00
22472	06/28/2019	ENGINEERING	ENGINEERING	AMERICAN BUSINESS MACHINES	OCE PLOTWARE TONER	232.74
22473	06/28/2019	PD ADMIN	PD ADMIN	AMERICAN MOBILE SHREDDING	SHREDDING SERVICES	280.00
22474	06/28/2019	FINANCE	WATER FUND	BARRACUDA CONSTRUCTION INC	REFUND DEPOSIT FOR CONSTRUCTION METER	1,700.00
22475	06/28/2019	FINANCE	WATER FUND	BILL NELSON CONSTRUCTION	REFUND DEPOSIT FOR CONST METER	1,199.86
22476	06/28/2019	FINANCE	WATER FUND	LEE CRIPPEN DEMOLITION-EXCAVATION	REFUND DEPOSIT FOR CONST METER	1,486.02
22477	06/28/2019	PD ADMIN	PD ADMIN	JUAREZ, DOLORES	REIMBURSE FOR OVER PMT OF ALARM FEES	50.00
22478	06/28/2019	FINANCE	MULTIPLE	AT&T	05/19 AND 06/19 CALNET 3 SERVICE	1,903.01
22479	06/28/2019	ENGINEERING	MEASURE T	BEDROCK ENGINEERING, INC.	PROF SVS - OLIVE AVE MONUMENT PRESERVATION	5,000.00
22480	06/28/2019	HR	INS/RISK MGMT	BLUE SHIELD OF CALIFORNIA	BLUE SHIELD OF CA JULY 2019	256,309.07
22481	06/28/2019	WATER QUALITY	WATER QUALITY	BSK ASSOCIATES	WATER SAMPLES	456.00
22482	06/28/2019	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	1,949.04
22483	06/28/2019	HR	ENGINEERING	CALIFORNIA DEPARTMENT OF JUSTICE	PRE-EMPLOYMENT FINGERPRINT	192.00
22484	06/28/2019	FACILITIES	FACILITIES	CALIFORNIA DEPT OF TRANSPORTATION	TRAFFIC SIGNAL REPAIRS	45.94
22485	06/28/2019	PURCHASING	MULTIPLE	CANON FINANCIAL SERVICES	COPY MACHINE CONTRACT CHARGES	4,022.69
22486	06/28/2019	ENGINEERING	WATER CAP OUTLAY	CAROLLO ENGINEERS, INC	PROF ENG DESGN SVS-WATER STORAGE TANK	19,332.26
22487	06/28/2019	WWT PLANT	WWT PLANT	CENTRISYS CORP.	SLUDGE CENTRIFUGE CONTROL PANEL	4,970.98
22488	06/28/2019	GRANTS	INTERMODAL BUILDING	CITY OF MADERA	UTILITIES	44.73
22489	06/28/2019	GRANTS	INTERMODAL BUILDING	CITY OF MADERA	UTILITIES	75.04
22490	06/28/2019	GRANTS	INTERMODAL BUILDING	CITY OF MADERA	UTILITIES	79.62
22491	06/28/2019	UB/WATER	WATER CONSERVATION	CITY OF MADERA	IRRIGATE CNTRL REBATE	94.99
22492	06/28/2019	UB/WATER	WATER CONSERVATION	CITY OF MADERA	TOILET REBATE	100.00
22493	06/28/2019	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	966.99
22494	06/28/2019	FINANCE	MULTIPLE	COMCAST	CITY INTERNET CONNECTION	1,372.25
22495	06/28/2019	PD ADMIN	PD ADMIN	COMCAST	CITY INTERNET CONNECTION	213.54
22496	06/28/2019	HR	MULTIPLE	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICALS	1,387.50
22497	06/28/2019	FINANCE	PAYROLL TRUST	COURT ORDERED DEBT COLLECTIONS	COURT ORDERED DEBT COLLECTION	164.41
22498	06/28/2019	PD ADMIN	PD ADMIN	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS	151.55
22499	06/28/2019	CODE ENF	CODE ENFORCEMENT	MARIANNE CROXEN	SHIRT EMBROIDERY	25.00
22500	06/28/2019	ENGINEERING	SEWER CAP OUTLAY	CUSHMAN CONTRACTING CORPORATION	MADERA WWTP REHAB PROJECT PMT	324,074.96
22501	06/28/2019	ENGINEERING	SEWER CAP OUTLAY	FIRST REPUBLIC BANK	MADERA WWTP REHAB PROJECT RETENTION PMT	17,056.58
22502	06/28/2019	ENGINEERING	RSTP	DAVID P HAMILTON, MAI	APPRAISAL SERVICES OLIVE AVE WIDENING	10,500.00
22503	06/28/2019	WWT PLANT	WWT PLANT	E & M ELECTRIC & MACHINERY, INC.	SCADA SOFTWARE SUPPORT	15,780.00
22504	06/28/2019	PD ADMIN	PD ADMIN	FRESNO POLICE DEPARTMENT	POLICE ACADEMY CLASS 155 EVOC TRAINING	200.00
22505	06/28/2019	PD ADMIN	SLESF	NVA FRESNO VETERINARY MGMT, LLC	VET SERVICES	306.76
22506	06/28/2019	ENGINEERING	MULTIPLE	GOLDEN STATE OVERNIGHT	OVERNIGHT SHIPPING	27.64
22507	06/28/2019	PLANNING	SEWER IMPACT FEES	HOLT, ROBERT	PER DIEM 2019 ESRI USER CONFERENCE	189.75
22508	06/28/2019	GRANTS	CDBG PUBLIC IMPRVMNTS	HOUSING AUTHORITY CITY OF MADERA	REIMBURSE EXPENSES - PAMONA RANCH	6,814.16
22509	06/28/2019	PD ADMIN	MEASURE K - POLICE	ICU TECHNOLOGIES INC.	SECURITY SURVEILLANCE CAMERA SYSTEM	36,008.37
22510	06/28/2019	HOUSING	CODE ENFORCEMENT	J'S COMMUNICATIONS	COVER ASSY, FRONT MOCEL 1, TECHNICAL SERVICES	163.78
22511	06/28/2019	SOLID WASTE	USED OIL RECYCLING	MICHAEL LEW	OIL CHANGE MATS	2,499.96
22512	06/28/2019	ENGINEERING	LTF- PARKS	LARS ANDERSEN & ASSOCIATES, INC.	ENGINEERING SVS - UPRR/GATEWAY CIP PROJECT	3,653.10

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
22513	06/28/2019	CITY CLERK	CITY COUNCIL	LEAGUE OF CALIFORNIA CITIES	DIVISION MEETING	75.00
22514	06/28/2019	FLEET	FLEET ACQUISITION	LEHR AUTO ELECTRIC	K9 FULL CONTAIN	2,917.88
22515	06/28/2019	FINANCE	PAYROLL TRUST	M A C E A	MONTHLY DUES	2,300.00
22516	06/28/2019	FINANCE	PAYROLL TRUST	M P O A	MONTHLY DUES	7,410.40
22517	06/28/2019	FINANCE	PAYROLL TRUST	M.C.E.A.	MONTHLY DUES	380.00
22518	06/28/2019	GRANTS	CDBG PUBLIC SVS	MADERA COALITION FOR COMM JUSTICE	REIMB FOR 3RD QTR 18/19	3,034.72
22519	06/28/2019	PARKS	SPORTS PROGRAMS	J & D MANUFACTURING	T-BALL JERSEYS	6,007.88
22520	06/28/2019	PD ADMIN	SLESF	MADERA UNIFORM & ACCESSORIES	HOLDERS AND BELTS & ACCESSORIES	514.32
22521	06/28/2019	ENGINEERING	SUSTAINABLE COMM GRANT	MARK THOMAS & COMPANY, INC.	PROF ENG DESIGN SVS - STATE ROUTE 145	10,822.00
22522	06/28/2019	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	MONTHLY DUES	660.00
22523	06/28/2019	CITY ATTORNEY	CITY ATTORNEY	MONTOY LAW CORPORATION	MAY 2019 CITY ATTORNEY SERVICES	15,998.50
22524	06/28/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	3,937.38
22525	06/28/2019	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	DEFERRED COMP CONTRIBS	8,554.99
22526	06/28/2019	GRANTS	HOME DAP	PEDRAZA, LORENA	REFUND OF EXCESS PROCEEDS	353.36
22527	06/28/2019	FINANCE	MULTIPLE	PACIFIC GAS & ELECTRIC	UTILITIES	252,008.89
22528	06/28/2019	RECREATION	GENERAL TRUST FUND	BARRERA, ESPARANZA	FACILITY REFUND	200.00
22529	06/28/2019	PARKS	GENERAL TRUST FUND	CANDIA, VERONICA	PARK DEPOSIT REFUND	100.00
22530	06/28/2019	PARKS	GENERAL TRUST FUND	CHAMBERS, DENISE	PARK DEPOSIT REFUND	50.00
22531	06/28/2019	PARKS	GENERAL TRUST FUND	CLARK, MELISSA	PARK DEPOSIT REFUND	50.00
22532	06/28/2019	PARKS	GENERAL TRUST FUND	CORONADO, ALICIA	PARK DEPOSIT REFUND	50.00
22533	06/28/2019	PARKS	GENERAL TRUST FUND	COX, JEFF	PARK DEPOSIT REFUND	50.00
22534	06/28/2019	PARKS	GENERAL TRUST FUND	CRUZ, CHRISTINA	PARK DEPOSIT REFUND	50.00
22535	06/28/2019	RECREATION	SPORTS PROGRAMS	ESPINOZA, NICOLE	REIMBURSE SPORTS FEE	65.00
22536	06/28/2019	PARKS	GENERAL TRUST FUND	FERNANDEZ, ALEJANDRA	PARK DEPOSIT REFUND	50.00
22537	06/28/2019	PARKS	GENERAL TRUST FUND	FRANK, BEVERLY	FACILITY DEPOSIT REFUND	100.00
22538	06/28/2019	PARKS	GENERAL TRUST FUND	GARCIA, ANA	PARK DEPOSIT REFUND	50.00
22539	06/28/2019	PARKS	GENERAL TRUST FUND	GARCIA, GABRIEL	PARK DEPOSIT REFUND	50.00
22540	06/28/2019	PARKS	GENERAL TRUST FUND	GOBELI, PATRICIA	PARK DEPOSIT REFUND	100.00
22541	06/28/2019	PARKS	GENERAL TRUST FUND	GOMEZ, BARBARA	PARK DEPOSIT REFUND	100.00
22542	06/28/2019	PARKS	GENERAL TRUST FUND	JAIME, TIFFANY	PARK DEPOSIT REFUND	50.00
22543	06/28/2019	PARKS	GENERAL TRUST FUND	LUKE, REBECCA	PARK DEPOSIT REFUND	50.00
22544	06/28/2019	PARKS	GENERAL TRUST FUND	MENDOZA, MARISELA	PARK DEPOSIT REFUND	50.00
22545	06/28/2019	PARKS	GENERAL TRUST FUND	MEZA-PEREZ, MARINA	PARK DEPOSIT REFUND	100.00
22546	06/28/2019	PARKS	GENERAL TRUST FUND	STAPLETON, LIZZ	FACILITY DEPOSIT REFUND	100.00
22547	06/28/2019	PARKS	GENERAL TRUST FUND	VALENZUELA, MARIBEL	PARK DEPOSIT REFUND	100.00
22548	06/28/2019	PARKS	GENERAL TRUST FUND	WILLIAMS, RICHARD	PARK DEPOSIT REFUND	50.00
22549	06/28/2019	PD ADMIN	PD ADMIN	PROFORCE	TASERS, AMMUNITION	10,382.48
22550	06/28/2019	ENGINEERING	MEASURE T	QUAD-KNOPF ENGINEERING	RULE 20B UTILITY UNDERGROUND DESGN	9,077.80
22551	06/28/2019	IT	MULTIPLE	SHI INTERNATIONAL CORP.	COMPUTER SUPPLIES	14,413.87
22552	06/28/2019	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	150.00
22553	06/28/2019	HR	INS RESERVE	SUPERIOR VISION INSURANCE INC.	VISION INSURANCE	2,337.84
22554	06/28/2019	MULTIPLE	MULTIPLE	TAG/AMS, INC.	DOTS FOR STREETS & FLEET	281.85
22555	06/28/2019	PURCHASING	MULTIPLE	US BANK CORPORATE PAYMENT SYSTEMS	05/19 CAL-CARD CHARGES	134,893.74
22556	06/28/2019	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	DEFERRED COMP CONTRIBS	23,216.26
22557	06/28/2019	FINANCE	MULTIPLE	VERIZON WIRELESS	CELL PHONE SVS	5,076.62
22558	07/03/2019	ENGINEERING	DRAINAGE	2NDNATURE SOFTWARE INC	STORMWATER LICENSE FEE & SUPPORT	2,050.00
22559	07/03/2019	FINANCE	MULTIPLE	AT&T	06/19 CALNET 3 SERVICE	753.79

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
22560	07/03/2019	PD ADMIN	PD ADMIN	AT&T	LOCATION/ACTIVATION	125.00
22561	07/03/2019	BUILDING	BUILDING	KUUBIX ENERGY INC	REIMBURSE FOR CANCELLED PERMIT	83.27
22562	07/03/2019	ENGINEERING	MAX - CAP OUTLAY	BMY CONSTRUCTION GROUP, INC.	TRANSIT OPERATIONS FACILITY	183,607.54
22563	07/03/2019	WATER QUALITY	WATER QUALITY	BSK ASSOCIATES	WATER SAMPLES	744.00
22564	07/03/2019	ENGINEERING	SEWER CAP OUTLAY	BSK ASSOCIATES	QA/TESTING SERVICES WWTP 18-02	4,226.56
22565	07/03/2019	PD ADMIN	PD ADMIN	CENTER FOR EDUCATION & EMPLOYMENT LAW	PUBLIC EMPLOYMENT LAW ENCYCLOPEDIA	124.95
22566	07/03/2019	PD ADMIN	SLESF	DIEBERTS CREATIVE COPY INC	BUSINESS CARDS/OFFICE SUPPLIES	233.38
22567	07/03/2019	ENGINEERING	SEWER CAP OUTLAY	CUSHMAN CONTRACTING CORPORATION	WWTP REHAB PROJECT PMT	305,143.89
22568	07/03/2019	ENGINEERING	SEWER CAP OUTLAY	FIRST REPUBLIC BANK	WWTP REHAB PROJECT RETENTION PMT	16,060.21
22569	07/03/2019	ENGINEERING	MEASURE K - FIRE	DAVIS MORENO CONSTRUCTION, INC.	CONSTRUCTION OF FIRE STATION #58 PMT	115,381.68
22570	07/03/2019	WATER OPS	SEWER OPS	DIAMOND COMMUNICATIONS	ALARM MONITORING - WAREHOUSE	255.00
22571	07/03/2019	PD ADMIN	MEASURE K - POLICE	DIAS, CAMERON	PER DIEM - GREAT INSTRUCTOR COURSE	350.50
22572	07/03/2019	PARKS ADMIN	PARKING DIST	EVERGREEN LAWN CARE & MAINT, INC.	GROUP 1 DOWNTOWN MAINTENANCE	395.00
22573	07/03/2019	PLANNING	LTF- PARKS	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS	11,100.00
22574	07/03/2019	RECREATION	SR CITIZEN	FRESNO MADERA AREA AGENCY ON AGING	05/19 NON USDA UNSERVED MEALS	143.75
22575	07/03/2019	PD ADMIN	PD ADMIN	HERNANDEZ, JOSE	PER DIEM - GREAT INSTRUCTOR COURSE	936.76
22576	07/03/2019	PD ADMIN	PD ADMIN	J'S COMMUNICATIONS	RADIO UPGRADE	15,691.02
22577	07/03/2019	SEWER OPS	SEWER OPS	JWC ENVIRONMENTAL INC.	CHANNEL MONSTER	23,713.92
22578	07/03/2019	PD ADMIN	SLESF	KAISER FOUNDATION HEALTH PLAN	PRE-EMPLOYMENT EXAMS	2,703.00
22579	07/03/2019	PD ADMIN	SLESF	KER'S GAS & LUBE, INC.	APRIL AND MAY 2019 PD CAR WASHES	678.00
22580	07/03/2019	ENGINEERING	PTMISEA	KRAZAN & ASSOCIATES, INC.	TESTING SERVICES FOR TRANS-01	2,342.00
22581	07/03/2019	CITY COUNCIL	CITY COUNCIL	LEAGUE OF CALIFORNIA CITIES	LOCC DIVISION MTG - ROBINSON	25.00
22582	07/03/2019	GRANTS	COMMUNITY PROMO	MADERA COUNTY E D C	REIMB 3RD QTR 18/19 SALARIES/EXPENSES	801.11
22583	07/03/2019	GRANTS	CDBG PUBLIC SVS	MADERA RESCUE MISSION, INC.	REIMB 3RD QTR UTILITITES & INSURANCE	5,013.55
22584	07/03/2019	GRANTS	DIAL-A-RIDE	MADERA TRIBUNE	DBE PUBLIC MEETING AD	123.50
22585	07/03/2019	PD ADMIN	PD ADMIN	MADERA UNIFORM & ACCESSORIES	MOTOR BREECH FOR POLICE OFFICER	212.12
22586	07/03/2019	FACILITIES	FACILITIES	MCCAIN, INC.	TRAFFIC SIGNAL CONTROLLERS	9,943.50
22587	07/03/2019	FINANCE	FINANCE	MUNISERVICES, LLC	STARS SERVICE FOR 4TH QTR	1,443.09
22588	07/03/2019	WATER OPS	WATER OPS	CASTLE COURT HOA	REIMB METER REPAIR - 117 PRINCE LN	375.00
22589	07/03/2019	FINANCE	MULTIPLE	PACIFIC GAS & ELECTRIC	06/19 SERVICE	14,344.54
22590	07/03/2019	RECREATION	GENERAL TRUST FUND	AGUILERA, ANGILBERTO	PARK DEPOSIT REFUND	50.00
22591	07/03/2019	RECREATION	GENERAL TRUST FUND	ALVARADO, EDUARDO	PARK DEPOSIT REFUND	50.00
22592	07/03/2019	RECREATION	GENERAL TRUST FUND	BAINS, RAV	PARK DEPOSIT REFUND	50.00
22593	07/03/2019	RECREATION	GENERAL TRUST FUND	BLANKENSHIP, KATHLEEN	PARK DEPOSIT REFUND	50.00
22594	07/03/2019	RECREATION	GENERAL TRUST FUND	CASTRO, RICKY	PARK DEPOSIT REFUND	50.00
22595	07/03/2019	RECREATION	GENERAL TRUST FUND	CAVA @ FRESNO	PARK DEPOSIT REFUND	100.00
22596	07/03/2019	RECREATION	GENERAL TRUST FUND	CEJA, MARIA DE LOURDES	PARK DEPOSIT REFUND	100.00
22597	07/03/2019	RECREATION	GENERAL TRUST FUND	COVARRUBIAS, DIANE	PARK DEPOSIT REFUND	50.00
22598	07/03/2019	RECREATION	GENERAL TRUST FUND	DAWSON, BOBBIE	PARK DEPOSIT REFUND	50.00
22599	07/03/2019	RECREATION	GENERAL TRUST FUND	DE JESUS, GILDARDO	PARK DEPOSIT REFUND	50.00
22600	07/03/2019	RECREATION	GENERAL TRUST FUND	DELGADILLO, DESTINY	PARK DEPOSIT REFUND	100.00
22601	07/03/2019	RECREATION	GENERAL TRUST FUND	FIRECRACKERS	PARK DEPOSIT REFUND	50.00
22602	07/03/2019	RECREATION	AQUATICS PROGRAMS	FLORES, IVONNE	REIMBURSE SWIM LESSON FEES	40.00
22603	07/03/2019	RECREATION	GENERAL TRUST FUND	GIL, CONSUELO	PARK DEPOSIT REFUND	50.00
22604	07/03/2019	RECREATION	GENERAL TRUST FUND	HERNANDEZ, JOSHUA	PARK DEPOSIT REFUND	50.00
22605	07/03/2019	RECREATION	GENERAL TRUST FUND	HUERTA, JENEHIRA	PARK DEPOSIT REFUND	50.00
22606	07/03/2019	RECREATION	GENERAL TRUST FUND	IPM BASEBALL	PARK DEPOSIT REFUND	50.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
22607	07/03/2019	RECREATION	GENERAL TRUST FUND	LOPEZ, ARACELI	PARK DEPOSIT REFUND	100.00
22608	07/03/2019	RECREATION	GENERAL TRUST FUND	LOPEZ, IRIDIAN	PARK DEPOSIT REFUND	50.00
22609	07/03/2019	RECREATION	PARKS	LOPEZ, MARISOL	REFUND RENTAL FEES	90.00
22610	07/03/2019	RECREATION	GENERAL TRUST FUND	MADERA SOCCER LEAGUE VETERANOS	PARK DEPOSIT REFUND	50.00
22611	07/03/2019	RECREATION	GENERAL TRUST FUND	NOMBRANO, PAUL	PARK DEPOSIT REFUND	50.00
22612	07/03/2019	RECREATION	GENERAL TRUST FUND	OWENS, BRIAN	PARK DEPOSIT REFUND	50.00
22613	07/03/2019	RECREATION	GENERAL TRUST FUND	PIMENTEL, JUAN	PARK DEPOSIT REFUND	50.00
22614	07/03/2019	RECREATION	GENERAL TRUST FUND	RAMIREZ, ROSALITA	PARK DEPOSIT REFUND	50.00
22615	07/03/2019	RECREATION	GENERAL TRUST FUND	RICO-OLVERA, CLAUDIA	PARK DEPOSIT REFUND	50.00
22616	07/03/2019	RECREATION	GENERAL TRUST FUND	SEGURA, ESPERANZA	PARK DEPOSIT REFUND	50.00
22617	07/03/2019	RECREATION	GENERAL TRUST FUND	SELF HELP	FACILITY DEPOSIT REFUND	100.00
22618	07/03/2019	RECREATION	GENERAL TRUST FUND	TORRES, REY	PARK DEPOSIT REFUND	100.00
22619	07/03/2019	RECREATION	AQUATICS PROGRAMS	VALENZUELA, MARIBEL	REFUND SWIMMING FEES	120.00
22620	07/03/2019	RECREATION	GENERAL TRUST FUND	VALLEY WEST CHRISTIAN CENTER	PARK DEPOSIT REFUND	50.00
22621	07/03/2019	RECREATION	GENERAL TRUST FUND	VALLEY WEST CHRISTIAN CENTER	PARK DEPOSIT REFUND	50.00
22622	07/03/2019	RECREATION	GENERAL TRUST FUND	VICTORY OUTREACH	PARK DEPOSIT REFUND	50.00
22623	07/03/2019	RECREATION	GENERAL TRUST FUND	VICTORY OUTREACH	FACILITY DEPOSIT REFUND	100.00
22624	07/03/2019	RECREATION	GENERAL TRUST FUND	ZURITA, DAVID	PARK DEPOSIT REFUND	50.00
22625	07/03/2019	PARKS ADMIN	GENERAL FUND	PETTY CASH - PARKS DEPT.	PETTY CASH - PARKS	500.00
22626	07/03/2019	PW - STREETS	PW - STREETS	MORRIS J PIERCE	ASPHALT PATCHING	10,593.94
22627	07/03/2019	WATER OPS	MULTIPLE	PRAXAIR DISTRIBUTION, INC.	PRAXAIR CYLINDER DEMURRAGE	509.70
22628	07/03/2019	FACILITIES	FACILITIES	PIERCE CRANE INC	CRANE SVS-SET LIGHT POLES GATEWAY/CLEVELAND	400.00
22629	07/03/2019	CODE ENF	CODE ENFORCEMENT	STATE CONTROLLER'S OFFICE	2018 ADMIN CITIES - INTERCEPT EXPENSE	86.50
22630	07/03/2019	PURCHASING	MULTIPLE	TESEI PETROLEUM, INC.	FUEL 06/11/19 - 06/20/19	14,712.04
22631	07/03/2019	PD ADMIN	PD ADMIN	VERIZON WIRELESS	PD AIR CARDS	58.86
22632	07/03/2019	FINANCE	CFD 2005/2006	WILLDAN FINANCIAL SERVICES	CFD FEES FOR JULY 2019	812.87
22633	07/03/2019	FINANCE	CFD 2005/2006	WILLDAN FINANCIAL SERVICES	CFD FEES FOR JUNE 2019	1,028.99
22634	07/03/2019	PD ADMIN	SLESF	HARRY D. WILSON INC.	REPLACE BATTERY 2014 HONDA	246.59
					BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL	2,041,069.56

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-3

SUBJECT:
Consideration of a Resolution Establishing Appropriations Limit for Fiscal Year 2019/2020

RECOMMENDATION:
After review and consideration of the information presented in this calculation, Staff recommends that the City Council (Council) adopt the resolution establishing an Appropriations Limit for Fiscal Year 2019/2020.

SUMMARY:
State law requires the City of Madera (City) set an Appropriations Limit (also known as the "Gann Limit") after budget adoption each fiscal year, in accordance with Section 1.5 of Article XIIIB of the California Constitution. The Appropriations Limit is increased each year by a formula that uses a combination of percent changes in the Statewide Per Capita Income (PCI), city or county population, and the City non-residential assessed valuation. The factors can be used in combination to provide the greatest increase or least decrease in the annual Appropriations Limit. The State Department of Finance provides the PCI and population growth rates. The County Assessor provides the non-residential assessed valuation information.

DISCUSSION:
The Appropriations Limit creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. An appropriation is a formal authorization by the City Council to spend funds and the limit only applies to appropriations that are "proceeds of taxes", as defined by the law and statewide reporting guidelines. The limit is based on actual appropriations during the base year of 1986-87 and increases each year using specified growth factors. Appropriations for debt service and capital outlay are excluded from the calculation. The Fiscal Year 2018/2019 Appropriations Limit shows an increase from the prior year due to a rise in the Statewide PCI of 3.85 percent in combination with a 1.14 percent increase in the City's population growth rate. This resulted in a combined increase of 5.03 percent.

The Fiscal Year 2019/2020 Article XIIIB Appropriations Limit Calculation Worksheets and supporting documents are included as Exhibit A.

FINANCIAL IMPACT:
The Appropriations Limit for Fiscal Year 2019/2020 has been calculated to be $44,436,680. This represents the maximum amount of appropriations from tax proceeds that can be budgeted by the City for the current fiscal year. Budgeted appropriations subject to limitation are determined to be $26,343,460, as shown on Exhibit A, Worksheet #1. This represents the appropriations from tax proceeds approved in the Fiscal Year 2019/2020 budget. The current year budgeted appropriations are approximately 60 percent of the allowable limit, indicating that the City's approved budget is well within the limits set by State law.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN: Adopting the Appropriations Limit for the City 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 those plans.

ATTACHMENTS:

1. Resolution
2. Worksheet
3. Department of Finance Letter

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #1
FOR THE 2019/2020 FISCAL YEAR

		Reference Document
Proceeds of Taxes:	$ 26,933,638	
Exclusions:	590,178	
Appropriations Subject to Limit:	$ 26,343,460	Worksheet #2
Current Limit:	$ 44,436,680	Worksheet #3
Amount Over (Under) Limit:	$(18,093,221)	

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #3
FOR THE 2019/2020 FISCAL YEAR

A.	Last Year's Appropriations Limit (Unadjusted)				$ 42,306,993
B.	Adjustment Factors	% of Change	Factor	Source	
	1. Growth in City Population	1.14	1.0114	State Calculation	
	2. California Per Capita Personal Income Growth	3.85	1.0385	State Calculation	
	3. Adjustment Factor: (B1 x B2)				1.0503
C.	Annual Adjustment Dollars: (A x B3) - A				$ 2,129,687
D.	2019/2020 Projected Appropriations Limit: (A + C)				$ 44,436,680

EXHIBIT A

CITY OF MADERA
ARTICLE XIIIB APPROPRIATIONS LIMIT CALCULATION
WORKSHEET #2
FOR THE 2019/2020 FISCAL YEAR
Summary of Tax Proceeds Revenue & Interest Allocation

	Non-Interest Revenues	Percent of Total	Interest Income Allocation	Total Tax Proceeds
General Fund				
Tax Proceeds Budgeted	$ 26,735,675	29.77%	$ 197,963	$ 26,933,638
Non Tax Proceeds Budgeted	63,070,794	70.23%	467,004	
Total Revenues Budgeted	$ 89,806,469	100.00%		
Total Interest Income Budgeted			$ 664,967	
Exclusions:				
Debt Service				$590,178
Total Tax Proceeds Budgeted:				$ 26,343,460

RESOLUTION NO. 19- _____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA ADOPTING THE APPROPRIATIONS LIMIT FOR THE 2019/2020 FISCAL YEAR

WHEREAS, Section 7910 of the California Government Code of the State of California provides that each year the governing body of each local jurisdiction shall, by resolution, establish its Appropriations Limit for the following fiscal year pursuant to Article XIIIB of the Constitution; and

WHEREAS, at least fifteen (15) days prior to such adoption, notice of the proposed adoption of the Appropriations Limit and availability of the documentation used in making the determination of the Appropriations Limit was given within the City, which sum and documentation has been available to the public in the office of the Director of Finance; and

WHEREAS, the City Council has received evidence regarding the Appropriations Limit to be established for the City of Madera.

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

1. The above recitals are true and correct.

2. The Appropriations Limit for the City of Madera for the 2019/2020 fiscal year, as described in Article XIII B of the Constitution of the State of California and as determined pursuant to Sections 7900 to 7913 of the California Government Code is in the amount of Forty-four million, four hundred thirty-six thousand, six hundred eighty dollars ($44,436,680).

3. The Council declares that the percentage change in California per capita personal income and the City of Madera annual percent change in population were used in calculating this Appropriations Limit.

4. This resolution is effective immediately upon adoption.

* * * * * * *

DEPARTMENT OF FINANCE
GAVIN NEWSOM - GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

May 2019

Dear Fiscal Officer:

Subject: Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2019, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2019-20. Attachment A provides the change in California's per capita personal income and an example for utilizing the price factor and population percentage change factor to calculate the 2019-20 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. The code section and the California Constitution can be accessed at the following website: http://leginfo.legislature.ca.gov/faces/codes.xhtml.

Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2019**.

Please Note: The prior year's city population estimates may be revised.

If you have any questions regarding this data, please contact the Demographic Research Unit at (916) 323-4086.

KEELY BOSLER
Director
By:

Vivek Viswanathan
Chief Deputy Director

Attachment

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2019-20 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2019-20	3.85

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2019-20 appropriation limit.

2019-20:

Per Capita Cost of Living Change = 3.85 percent
Population Change = 0.47 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.85 + 100}{100} = 1.0385$

Population converted to a ratio: $\frac{0.47 + 100}{100} = 1.0047$

Calculation of factor for FY 2019-20: 1.0385 x 1.0047 = 1.0434

Fiscal Year 2019-20

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019 and Total Population, January 1, 2019

County City	Percent Change 2018-2019	--- Population Minus Exclusions --- 1-1-18	 1-1-19	Total Population 1-1-2019
Madera				
Chowchilla	1.94	12,448	12,690	18,742
Madera	1.14	65,671	66,419	66,419
Unincorporated	0.97	73,663	74,375	74,375
County Total	1.12	151,782	153,484	159,536

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

Fiscal Year 2019-20

Attachment C

Annual Percent Change in Population Minus Exclusions*
January 1, 2018 to January 1, 2019

County	Percent Change 2018-19	--- Population Minus Exclusions --- 1-1-18	1-1-19
Los Angeles			
Incorporated	0.09	9,190,183	9,198,624
County Total	-0.01	10,245,275	10,244,542
Madera			
Incorporated	1.27	78,119	79,109
County Total	1.12	151,782	153,484
Marin			
Incorporated	-0.02	193,278	193,248
County Total	-0.01	258,566	258,540
Mariposa			
Incorporated	0.00	0	0
County Total	-0.18	18,013	17,981
Mendocino			
Incorporated	-0.49	29,378	29,233
County Total	-0.14	88,967	88,839
Merced			
Incorporated	1.71	183,570	186,714
County Total	1.28	278,140	281,692
Modoc			
Incorporated	1.10	2,725	2,755
County Total	0.11	9,511	9,521
Mono			
Incorporated	-0.74	8,064	8,004
County Total	-0.82	13,595	13,484
Monterey			
Incorporated	0.83	319,677	322,330
County Total	0.91	425,870	429,764

*Exclusions include residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

RETURN TO AGENDA

REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-4

SUBJECT: **Consideration of a Resolution approving Program Supplement Agreement (PSA) Nos. F060, F061, and F062, to Master Agreement No. 06-5157F15, for Federal-Aid Projects and authorizing the City Engineer to execute the Program Supplement Agreements and all future Program Supplement Agreements on behalf of the City**

RECOMMENDATION:

Staff recommends that the City Council (Council) approve Resolution 19-_____:

1. Approving PSA Nos. F060, F061, and F062
2. Authorizing the City Engineer to execute the PSAs and all future Program Supplement Agreements associated with Master Agreement No. 06-5157F15 for Federal Aid Projects

SUMMARY:

A PSA must be executed in order to receive reimbursement payments from the State for federal-aid projects. The PSA is a supplement to the Master Agreement which formalizes the financial responsibilities and provisions for a specific federal-aid project. A PSA is required for every project.

DISCUSSION:

The Master Agreement, Agreement No. 06-5157F15, for Federal-Aid Projects (Master Agreement) with the State of California through its Department of Transportation (Caltrans) and the City was executed on May 2, 2016. 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 a PSA for execution by the agency.

The PSA is a supplement to the Master Agreement which formalizes the financial responsibilities and provisions for a specific federal-aid project. The program supplement identifies the types and amounts of Federal, State and local funds used to finance the locally sponsored project. It also includes special covenants that define the City's specific responsibilities for providing a local match to Federal funds. It is the contractual basis for the State to pay the City for work done for the project.

The PSA's are for the Pecan Avenue Shoulder Paving, City Project No. R-67 (PSA F060), Fresno River Trail – UPRR and Gateway Undercrossings, City Project No. PK-08 (PSA F061), and Storey Road Shoulder Paving, City Project No. R-60 (PSA F062).

Pursuant to the Master Agreement, the City must execute these PSAs for each project to accept funding. When the Master Agreement was approved in 2016, the City Engineer was not given the authorization to sign these Agreements. A similar Master Agreement for State funded projects allows the City Engineer to sign PSA's associated with that Master Agreement. Without this provision to allow the City Engineer to sign future agreements, staff must request Council action to authorize the City Engineer to execute the PSA's as they come in. Staff therefore recommends the City Engineer be authorized to execute these three PSA's and all future PSA's associated with Master Agreement No. 06-5157F15 only. No reimbursement payments can be made until the PSA's has been fully executed.

FINANCIAL IMPACT:

There is no financial impact to the City's General Fund by this action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

The Council may choose to not approve the PSA's resulting in the projects not being funded with Federal-aid funds.

The Council may also choose that all future PSAs be brought before Council

ATTACHMENTS:

1. Resolution 19 - _____
2. Program Supplement Agreement Nos. F060, F061, and F062

ATTACHMENT 1

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING PROGRAM SUPPLEMENT AGREEMENT (PSA) NOS. F060, F061, AND F062, TO MASTER AGREEMENT NO. 06-5157F15, FOR FEDERAL-AID PROJECTS AND AUTHORIZING THE CITY ENGINEER TO EXECUTE THE PROGRAM SUPPLEMENT AGREEMENTS AND ALL FUTURE PROGRAM SUPPLEMENT AGREEMENTS REGARDING MASTER AGREEMENT ON BEHALF OF THE CITY

WHEREAS, the City of Madera is eligible to receive Federal and/or State funding for various transportation projects through the California Department of Transportation; and

WHEREAS, Master Agreement No. 06-5157F15, for Federal-Aid Projects (Master Agreement) with the State of California through its Department of Transportation (Caltrans) and the City was executed on May 2, 2016; and

WHEREAS. The Master Agreement enables the City of Madera to apply for Federal funds for transportation programs through Caltrans and once a project is approved, Caltrans prepares a PSA for execution by the agency; and.

WHEREAS, PSA Nos. F060, F061, and F062, must be executed with the California Department of Transportation before such projects can be approved for Federal funding and funds can be claimed for reimbursement; and

WHEREAS, the City of Madera wishes to delegate authorization to the City Engineer of the City of Madera to execute PSA Nos. F060, F061, and F062 and any amendments thereto; and

WHEREAS, the City of Madera wishes to delegate authorization to the City Engineer of the City of Madera to execute all future PSAs to Master Agreement No. 06-5157F15; and

WHEREAS, the City Engineer of the City of Madera is authorized to execute PSA Nos. F060, F061, and F062 and any amendments thereto with the California Department of Transportation.

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. Program Supplement Agreement Nos. F060, F061, and F062, copies of which are on file in the office of the City Clerk and referred to for particulars, and any amendments thereto with the California State Department of Transportation is hereby approved.

3. The City Engineer of the City of Madera is authorized to execute Program Supplement Agreement Nos. F060, F061, and F062 on behalf of the City.
4. The City Engineer of the City of Madera is authorized to execute all future Program Supplement Agreements, and any amendments thereto, to Master Agreement 06-5157F15.
5. This resolution is effective immediately upon adoption.

* * * * * * * * * * * * *

ATTACHMENT 2

PROGRAM SUPPLEMENT NO. F060
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157F15

Adv Project ID	**Date:** March 8, 2019
0619000105	**Location:** 06-MAD-0-MAD
	Project Number: CML-5157(113)
	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 05/02/16 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:

Pecan Avenue from Pine to Golden State- Shoulder Paving

TYPE OF WORK: Shoulder Paving **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z003	$58,000.00	LOCAL		OTHER
$66,000.00			$8,000.00		$0.00

CITY OF MADERA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

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** 3/8/19 $58.000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. 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.

E. 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.

F. 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.).

G. 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.

H. 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.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. 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.

PROGRAM SUPPLEMENT NO. F061
to
ADMINISTERING AGENCY-STATE AGREEMENT
FOR FEDERAL-AID PROJECTS NO 06-5157F15

Adv Project ID 0615000329
Date: March 13, 2019
Location: 06-MAD-0-MAD
Project Number: ATPCML-5157(100)
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 05/02/16 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 and UPRR Undercrossing.

TYPE OF WORK: Construct Class I Bicycle Path **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds		
	Z400	$299,000.00	LOCAL		OTHER
$766,349.00	Z300	$379,000.00	$88,349.00		$0.00

CITY OF MADERA

By _____

Title _____

Date _____

Attest _____

STATE OF CALIFORNIA
Department of Transportation

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** 3/13/19 $678,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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 immediately after 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 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. This PROJECT is programmed to receive Federal funding from the Active Transportation Program (ATP). Funding may be provided under one or more components. A component(s) specific fund allocation is required, in addition to other requirements, before reimbursable work can occur for the component(s) identified. Each allocation will be assigned an effective date and identify the amount of funds allocated per component(s).

This PROGRAM SUPPLEMENT has been prepared to allow reimbursement of eligible PROJECT expenditures for the component(s) allocated. The start of reimbursable expenditures is restricted to the later of either 1) the effective date of the component specific allocation or the effective date of the federal obligation of funds.

SPECIAL COVENANTS OR REMARKS

I. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY also agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration and that STATE funds available for reimbursement will be limited to the amounts allocated by the California Transportation Commission and/or STATE.

J. Upon ADMINISTERING AGENCY request, the CTC and/or STATE may approve supplementary allocations, time extensions, and fund transfers between components. Funds transferred between allocated project components retain their original timely use of funds deadlines, but an approved time extension will revise the timely use of funds criteria for the component(s) and allocation(s) requested. Approved supplementary allocations, time extensions, and fund transfers between components made after the execution of this PROGRAM SUPPLEMENT will be documented and considered subject to the terms and conditions thereof. Documentation will consist of a Federal Highway Administration-approved "Authorization to Proceed" notification, a STATE approved Allocation Letter, Fund Transfer Letter, Time Extension Letter, and Finance Letter, as appropriate.

K. This PROJECT will be administered in accordance with the applicable CTC STIP guidelines and the Active Transportation Program guidelines as adopted or amended, the Local Assistance Procedures Manual (LAPM), the Local Assistance Program Guidelines (LAPG), and this PROGRAM SUPPLEMENT.

L. The submittal of invoices for PROJECT costs shall be in accordance with the above-referenced publications and the following. The ADMINISTERING AGENCY shall invoice STATE for environmental & permits, plans specifications & estimate, and right-of-way costs no later than 180 days after the end of last eligible fiscal year of expenditure. For construction costs, the ADMINISTERING AGENCY has 180 days after project completion or contract acceptance, whichever occurs first, to make the final payment to the contractor and prepare the final Report of Expenditures and final invoice, and submit to STATE for verification and payment.

M. All obligations of STATE under the terms of this Agreement are subject to the appropriation of resources by the Legislature and the encumbrance of funds under this Agreement. Funding and reimbursement are available only upon the passage of the State Budget Act containing these Federal funds.

N. This PROJECT is subject to the timely use of funds provisions enacted by the ATP Guidelines, as adopted or amended, and by approved CTC and State procedures as outlined below.

Funds allocated for the environmental & permits (E&P), plan specifications & estimate (PS&E), and right-of-way components are available for expenditure until the end of the second fiscal year following the year in which the funds were allocated.

SPECIAL COVENANTS OR REMARKS

Funds allocated for the construction component are subject to an award deadline and contract completion deadline. ADMINISTERING AGENCY agrees to award the contract within 6 months of the construction fund allocation and to complete and accept the construction within 36 months of award.

O. By executing this PROGRAM SUPPLEMENT, ADMINISTERING AGENCY agrees to comply with all reporting requirements in accordance with the Active Transportation Program Guidelines, as adopted or amended.

P. This PROJECT has received funds from Active Transportation Program (ATP). The ADMINISTERING AGENCY agrees to administer the project in accordance with the CTC Adopted SB1 Accountability and Transparency Guidelines.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING

SPECIAL COVENANTS OR REMARKS

AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three

(3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

PROGRAM SUPPLEMENT NO. F062
to
ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL-AID PROJECTS NO 06-5157F15

Adv Project ID 0619000108
Date: March 22, 2019
Location: 06-MAD-0-MAD
Project Number: CML-5157(114)
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 05/02/16 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:

Sports Complex: Storey Road- East of Yosemite Avenue

TYPE OF WORK: Shoulder paving, curb and gutter along south side of Storey Road. **LENGTH:** 0.0(MILES)

Estimated Cost	Federal Funds		Matching Funds	
	Z400 $27,000.00		LOCAL	OTHER
$31,000.00			$4,000.00	$0.00

CITY OF MADERA

By

Title

Date

Attest

STATE OF CALIFORNIA
Department of Transportation

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** 3/22/19 $27,000.00

Chapter	Statutes	Item	Year	Program	BC	Category	Fund Source	AMOUNT

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. STATE and ADMINISTERING AGENCY agree that any additional funds which might be made available by future Federal obligations will be encumbered on this PROJECT by use of a STATE-approved "Authorization to Proceed" and Finance Letter. ADMINISTERING AGENCY agrees that Federal funds available for reimbursement will be limited to the amounts obligated by the Federal Highway Administration.

D. 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.

E. 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.

F. 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.).

G. 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.

H. 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.

2. A. ADMINISTERING AGENCY shall conform to all State statutes, regulations and procedures (including those set forth in the Local Assistance Procedures Manual and the Local Assistance Program Guidelines, hereafter collectively referred to as "LOCAL ASSISTANCE PROCEDURES") relating to the federal-aid program, all Title 23 Code of

SPECIAL COVENANTS OR REMARKS

Federal Regulation (CFR) and 2 CFR Part 200 federal requirements, and all applicable federal laws, regulations, and policy and procedural or instructional memoranda, unless otherwise specifically waived as designated in the executed project-specific PROGRAM SUPPLEMENT.

B. Invoices shall be submitted on ADMINISTERING AGENCY letterhead that includes the address of ADMINISTERING AGENCY and shall be formatted in accordance with LOCAL ASSISTANCE PROCEDURES.

C. ADMINISTERING AGENCY must have at least one copy of supporting backup documentation for costs incurred and claimed for reimbursement by ADMINISTERING AGENCY. ADMINISTERING AGENCY agrees to submit supporting backup documentation with invoices if requested by State. Acceptable backup documentation includes, but is not limited to, agency's progress payment to the contractors, copies of cancelled checks showing amounts made payable to vendors and contractors, and/or a computerized summary of PROJECT costs.

D. Indirect Cost Allocation Plan/Indirect Cost Rate Proposals (ICAP/ICRP), Central Service Cost Allocation Plans and related documentation are to be prepared and provided to STATE (Caltrans Audits & Investigations) for review and approval prior to ADMINISTERING AGENCY seeking reimbursement of indirect costs incurred within each fiscal year being claimed for State and federal reimbursement. ICAPs/ICRPs must be prepared in accordance with the requirements set forth in 2 CFR, Part 200, Chapter 5 of the Local Assistance Procedural Manual, and the ICAP/ICRP approval procedures established by STATE.

E. STATE will withhold the greater of either two (2) percent of the total of all federal funds encumbered for each PROGRAM SUPPLEMENT or $40,000 until ADMINISTERING AGENCY submits the Final Report of Expenditures for each completed PROGRAM SUPPLEMENT PROJECT.

F. Payments to ADMINISTERING AGENCY for PROJECT-related travel and subsistence (per diem) expenses of ADMINISTERING AGENCY forces and its contractors and subcontractors claimed for reimbursement or as local match credit shall not exceed rates authorized to be paid rank and file STATE employees under current State Department of Personnel Administration (DPA) rules. If the rates invoiced by ADMINISTERING AGENCY are in excess of DPA rates, ADMINISTERING AGENCY is responsible for the cost difference, and any overpayments inadvertently paid by STATE shall be reimbursed to STATE by ADMINISTERING AGENCY on demand within thirty (30) days of such invoice.

G. ADMINISTERING AGENCY agrees to comply with 2 CFR, Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.

H. ADMINISTERING AGENCY agrees, and will assure that its contractors and subcontractors will be obligated to agree, that Contract Cost Principles and Procedures,

SPECIAL COVENANTS OR REMARKS

48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., shall be used to determine the allowability of individual PROJECT cost items.

I. Every sub-recipient receiving PROJECT funds under this AGREEMENT shall comply with 2 CFR, Part 200, 23 CFR, 48 CFR Chapter 1, Part 31, Local Assistance Procedures, Public Contract Code (PCC) 10300-10334 (procurement of goods), PCC 10335-10381 (non-A&E services), and other applicable STATE and FEDERAL regulations.

J. Any PROJECT costs for which ADMINISTERING AGENCY has received payment or credit that are determined by subsequent audit to be unallowable under 2 CFR, Part 200, 23 CFR, 48 CFR, Chapter 1, Part 31, and other applicable STATE and FEDERAL regulations, are subject to repayment by ADMINISTERING AGENCY to STATE.

K. STATE reserves the right to conduct technical and financial audits of PROJECT WORK and records and ADMINISTERING AGENCY agrees, and shall require its contractors and subcontractors to agree, to cooperate with STATE by making all appropriate and relevant PROJECT records available for audit and copying as required by the following paragraph:

ADMINISTERING AGENCY, ADMINISTERING AGENCY'S contractors and subcontractors, and STATE shall each maintain and make available for inspection and audit by STATE, the California State Auditor, or any duly authorized representative of STATE or the United States all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts and ADMINISTERING AGENCY shall furnish copies thereof if requested. All of the above referenced parties shall make such AGREEMENT, PROGRAM SUPPLEMENT, and contract materials available at their respective offices at all reasonable times during the entire PROJECT period and for three (3) years from the date of submission of the final expenditure report by the STATE to the FHWA.

L. ADMINISTERING AGENCY, its contractors and subcontractors shall establish and maintain a financial management system and records that properly accumulate and segregate reasonable, allowable, and allocable incurred PROJECT costs and matching funds by line item for the PROJECT. The financial management system of ADMINISTERING AGENCY, its contractors and all subcontractors shall conform to Generally Accepted Accounting Principles, enable the determination of incurred costs at interim points of completion, and provide support for reimbursement payment vouchers or invoices set to or paid by STATE.

M. ADMINISTERING AGENCY is required to have an audit in accordance with the Single Audit Act of 2 CFR 200 if it expends $750,000 or more in Federal Funds in a single fiscal year of the Catalogue of Federal Domestic Assistance.

N. ADMINISTERING AGENCY agrees to include all PROGRAM SUPPLEMENTS adopting the terms of this AGREEMENT in the schedule of projects to be examined in

SPECIAL COVENANTS OR REMARKS

ADMINISTERING AGENCY's annual audit and in the schedule of projects to be examined under its single audit prepared in accordance with 2 CFR, Part 200.

O. ADMINISTERING AGENCY shall not award a non-A&E contract over $5,000, construction contracts over $10,000, or other contracts over $25,000 [excluding professional service contracts of the type which are required to be procured in accordance with Government Code sections 4525 (d), (e) and (f)] on the basis of a noncompetitive negotiation for work to be performed under this AGREEMENT without the prior written approval of STATE. Contracts awarded by ADMINISTERING AGENCY, if intended as local match credit, must meet the requirements set forth in this AGREEMENT regarding local match funds.

P. Any subcontract entered into by ADMINISTERING AGENCY as a result of this AGREEMENT shall contain provisions B, C, F, H, I, K, and L under Section 2 of this agreement.

3. 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.

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Keith Helmuth, City Engineer

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-5

SUBJECT: **Consideration of a Resolution Approving a Request of Assignment and Assumption of Contracts from GHD Inc (GHD).**

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution approving the request of Assignment and Assumption of Contracts from GHD and authorize the Mayor to sign the Assignment Letter.

SUMMARY:

GHD has submitted a request for approval of assignment and assumption of contracts. This will affect one existing contract with the City, the Lake Street, 4th Street and Central Avenue Intersection Project (Project).

DISCUSSION:

On December 21, 2016, the City entered into an Agreement with Omni-Means, Ltd. (Omni-Means) for professional project development and engineering design services for the Project. On January 31, 2017, Omni-Means was acquired and became a wholly-owned subsidiary of GHD. Subsequently, GHD submitted a letter to the City requesting approval of assignment and assumption of contracts from Omni-Means.

GHD has agreed to assume full responsibility for the subject Agreement and has agreed that the provisions of the Agreement will remain unchanged. The Project is currently in the preliminary design phase.

FINANCIAL IMPACT:

The reassignment of this Agreement will not change the terms of the Agreement. There will not be a change to financial impact to the City caused by this action.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

1. Reject the Request from GHD and cancel the Agreement since Omni Means is no longer in business.

ATTACHMENTS:

1. Resolution
2. Assignment and Assumption of Contracts Request Letter
3. GHD, Inc. W-9 form
4. Certificate of Insurance

ATTACHMENT 1

RESOLUTION NO. 19 - _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING A REQUEST OF ASSIGNMENT AND ASSUMPTION OF CONTRACTS FROM GHD INC (GHD).

WHEREAS, the City of Madera entered into an agreement with Omni-Means, Ltd. (OMNI Means) on December 16, 2016 for professional engineering services related to the Lake Street, 4th Street and Central Avenue Intersection; and

WHEREAS, Omni-Means was acquired and became a wholly-owned subsidiary of GHD; and

WHEREAS, GHD has requested approval of assignment and assumption of contracts; and

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

1. The above recitals are true and correct.
2. The Agreement for professional engineering services as described above is necessary to carrying out of the project.
3. Approves the Assignment and Assumption of Contracts.
4. The Mayor is authorized to execute the Assignment and Assumption of Contracts letter.
5. This resolution is effective immediately upon adoption.

* * * * *

ATTACHMENT 2

RECEIVED
DEC 14 2018
CITY OF MADERA
ENGINEERING DEPARTMENT

December 6, 2018

Mr. Keith Helmuth, P.E.
City Engineer
City of Madera
205 W. Fourth Street
Madera, CA 93637

Re: Request for Approval of Assignment and Assumption of Contracts

Dear Keith:

Omni-Means, Ltd. (OML) was acquired and became a wholly-owned subsidiary of GHD Inc. on January 31, 2017. We have nearly completed integration of our operations, and seek to have all of our OML contracts assigned to GHD Inc.

GHD Inc. agrees to assume full responsibility for OML's following agreement with the City of Madera (CITY) effective immediately upon the CITY's consent to this assignment:

- Agreement with "Omni Means LTD." for Professional Project Development and Engineering Design Services for the Lake Street, 4th Street and Central Avenue Intersection. Federal Project Number CML 5157 (102).

Upon the assignment, GHD Inc agrees to assume all responsibility for execution and completion of the agreement.

GHD Inc. agrees that the provisions of the agreement will be unchanged by the Assignment and Assumption of this agreement to GHD Inc. We assure you that the Project Manager and staff supporting your project will remain the same.

For your use, we have attached the following:

- GHD's W-9
- GHD's certificate of insurance
- Legal Confirmation of Acquisition

By this writing I am requesting that the CITY approve this assignment by signing below, and returning a signed copy (email scan is acceptable) for our files.

200 E. Center Avenue, Suite A, Visalia, CA USA
T 1 559-734-5895 W www.ghd.com

Please do not hesitate to contact me with any questions you might have, and thank you for assisting with this assignment of the agreement.

Sincerely,

GHD Inc.

Joe Weiland
Project Manager

Assignment Approved and Accepted this ____ day of _____, 2018:
(Month and Day)

City of Madera

By: _____

Its: _____

October 12, 2018

Re: Acquisition of Omni-Means, Ltd. by GHD Inc.

To Whom It May Concern:

GHD Inc., a California corporation, acquired 100% of the issued and outstanding stock of Omni-Means, Ltd., a Nevada corporation, on January 31, 2017. All Omni-Means, Ltd. staff have been transferred to GHD Inc. All Omni-Means, Ltd. contracts for professional services are being transferred/assigned to GHD Inc.

Shortly after the end of this calendar year, through a statutory merger, Omni-Means, Ltd. will be merged with and into GHD Inc. which will be the surviving corporation. By operation of law, GHD Inc. will retain responsibility for all of Omni-Means, Ltd.'s prior acts. Additionally, as of the purchase transaction closing date, GHD was able to add Omni-Means, Ltd. as an insured under GHD's professional liability insurance policy, with full prior acts coverage.

Please do not hesitate to contact me if you have any further questions.

Very truly yours,

GHD

J. Duncan Findlay, Esq.
Chief Counsel - Americas

4747 N. 22nd Street, Suite 200, Phoenix, Arizona 85016 USA
T 1 602 216 7200 F 1 602 216 7201 W www.ghd.com

ATTACHMENT 3

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

GHD Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

4747 North 22nd Street, Suite 200

Requester's name and address (optional)

6 City, state, and ZIP code

Phoenix, Arizona 85016

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

9	8	–	0	4	2	5	9	3	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** ▶ Laura McKelley **Date** ▶ 1/2/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

ATTACHMENT 4

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com
INSURED GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Allied World Assurance Company US Inc — 19489 INSURER B: Zurich American Insurance Company — 16535 INSURER C: Lexington Insurance Company — 19437 INSURER D: AIG Specialty Insurance Company — 26883 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** W8945696 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	0310-4497	12/01/2018	12/01/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 25,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Coll Ded: 500 / X Comp Ded: 250	Y	Y	BAP 3757423-03	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Physical Damag	$ 1,000,000 $ $ $ $ 100000
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			0310-4498	12/01/2018	12/01/2019	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 0380936-03	07/01/2018	07/01/2019	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability			031710989	12/01/2018	12/01/2019	Each Claim/Aggregate:	$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED

CERTIFICATE HOLDER

To Whom It May Concern-GHD Inc

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie M Powers

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SR ID: 17090242 BATCH: 964562

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis of Massachusetts, Inc.		GHD Inc. 4747 N. 22nd Street, Suite 200 Phoenix, AZ 85016 USA
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Additional Insured status can be granted as above only where required by written contract.

General Liability policy can be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by contract or agreement.

Waiver of Subrogation can be applied as above in favor of Certificate Holder where required by contract or agreement.

Excess Liability follows form over General Liability, Auto Liability and Employers Liability policies.

INSURER AFFORDING COVERAGE: AIG Specialty Insurance Company NAIC#: 26883
POLICY NUMBER: CPO 14247915 EFF DATE: 12/01/2018 EXP DATE: 12/01/2019

ADDITIONAL INSURED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Pollution Liability	Each Occ/Aggregate	$2,000,000

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SR ID: 17090242 BATCH: 964562 CERT: W8945696

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:
Where required by written contract

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: **Where required by written contract**
Location And Description of Completed Operations: **Where required by written contract**
Additional Premium: **N/A**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Notwithstanding any other provision of this policy to the contrary, the insurance afforded to an additional insured under this policy will be primary to, and non-contributory with, any other insurance available to that person or organization in the event a contract or agreement you enter into requires you to furnish insurance to that person or organization of the type provided by this policy.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: **Where required by written contract**
Where required by written contract Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

 © Insurance Services Office, Inc., 2008 □

Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3757423-03	7/1/2018	7/1/2019	7/1/2018		---	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

   The following are also "insureds":

   a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

   c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

   d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

   Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No: WC 0380936-03 Endorsement No.

Insured: GHD Services Inc. Premium $

Insurance Company: Zurich American Insurance Company Countersigned By leighton Thomas

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-6

SUBJECT: **Consideration of a Resolution Approving Six Agreements for Purchase and Sale of Real Property with the Property Owners, Authorizing the Mayor to Execute the Agreements, Accepting Six Easement Deeds and Authorizing the City Clerk to Execute the Certificate of Acceptance and to Record the Easement Deeds for the Sidewalk Improvements Lincoln Avenue - Austin Avenue - South Street CDBG Project No. B18MC060053, City Project No. R-73 (APN No. 004-041-020, 004-041-021,004-042-006, 004-042-016, 004-043-007, and 004-043-017)**

RECOMMENDATION:

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

1. Approving six Agreements for Purchase and Sale of Real Property.
2. Authorizing the Mayor to execute the Agreements.
3. Accepting six Easement Deeds.
4. Authorizing the City Clerk to execute the Certificate of Acceptance of six Easement Deeds and record the Easement Deeds.

SUMMARY:

Right of Way acquisition from six parcels of land are necessary for the Sidewalk Improvements at Lincoln Avenue, Austin Avenue, and South Street project. The agreements and Easement Deeds have been executed by the property owners and they are recommended for approval. The value of the land for the acquisition from the six parcels is $19,819. Funds for the right of way acquisition are included in the City's Fiscal Year (FY) 2018/19 Budget.

DISCUSSION:

Right of Way acquisition was necessary from owners of six parcels. All six parcels required a land acquisition for a 4-foot strip along the north side of South Street. Agreements for PURCHASE AND SALE AND EASEMENT DEEDS have been executed by the property owners of all six parcels.

The land acquisition and improvements from the subject parcels are as follows:

APN	AREA (SQUARE FEET)	COST
004-041-020	520	$3,380.00
004-041-021	509.03	$3,309.00
004-042-006	500	$3,250.00
004-042-016	500	$3,250.00
004-043-007	500	$3,250.00
004-043-017	520	$3,380.00

The project consists of the installation of sidewalks along East South Street between Austin Avenue to Lake Street, Austin Avenue between East South Street to Lincoln Avenue, and sidewalk gap closure along Lincoln Avenue between D Street extending east to the alley. The project will also include handicap access ramps.

On May 17, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines, and that the project is subject to Categorical Exclusion from the National Environmental Policy Act (NEPA) Pursuant to 24 CRF Section 58.35(a).

FINANCIAL IMPACT:

There will be no impact to the City's General Fund for the right-of-way and construction costs for this project. Measure T – LTP/ADA Compliance funds were used for the right of way acquisition and these funds are included in the City's FY 2018/19 Budget, Account No: 41540000-7050.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

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

ALTERNATIVES:

City Council may choose to reject the right-of-way acquisition. The rejection of right-of-way acquisition would result in the north portion of the sidewalk along East South Street from Austin Avenue to Lake Street to be excluded from the Project.

ATTACHMENTS:

1. Council Resolution
2. Location Map
3. Agreements, Easement Deeds, and Legal Descriptions

ATTACHMENT 1

COUNCIL RESOLUTION

RESOLUTION NO. 19-_____

A RESOLUTION OF THE COUNCIL OF THE CITY OF MADERA, CALIFORNIA, APPROVING SIX AGREEMENTS FOR PURCHASE AND SALE OF REAL PROPERTY WITH THE PROPERTY OWNERS, AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENTS, ACCEPTING SIX EASEMENT DEEDS AND AUTHORIZING THE CITY CLERK TO EXECUTE THE CERTIFICATE OF ACCEPTANCE AND RECORD THE EASEMENT DEEDS FOR THE SIDEWALK IMPROVEMENTS LINCOLN AVENUE – AUSTIN AVENUE – SOUTH STREET CDBG PROJECT NO. B18MC060053, CITY PROJECT NO. R-73 (APN No. 004-041-020, 004-041-021,004-042-006, 004-042-016, 004-043-007, AND 004-043-017)

WHEREAS, the City Council of the City of Madera has approved Sidewalk Improvements Lincoln Avenue – Austin Avenue – South Street CDBG Project No. B18MC060053 (the Project); and

WHEREAS, the Project requires the acquisition of right of way from six parcels of land to construct sidewalks on the north portion of South Street form Austin Avenue to Lake Street; and

WHEREAS, the six property owners of record, listed in Exhibit A attached hereto, have offered for sale to the City of Madera the interest in real property necessary for the sidewalk Project; and

WHEREAS, the property to be acquired is more specifically described in the legal description included in the Agreement for Purchase and Sale of Real Property and attached to each Easement Deed; and

WHEREAS, the purchase price offered for the properties has been established as just compensation in accordance with the appraised market value of the property; and

WHEREAS, on May 17, 2017, the City determined that the Project is Categorically Exempt from California Environmental Quality Act (CEQA) pursuant to Section 15301(a-e) of the CEQA Guidelines, and that the project is subject to Categorical Exclusion from the National Environmental Policy Act (NEPA) Pursuant to 24 CRF Section 58.35(a); and

WHEREAS, the six agreements and six easement deeds recommended for approval and acceptance are on file in the office of the City Clerk.

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

1. The above recitals are true and correct.

2. The City Council of the City of Madera approves the six Agreements for Purchase and Sale of Real Property and accepts the six Easement Deeds, copies of which are on file in the Office of the City Clerk and referred to for particulars.

3. The Mayor is authorized to execute the Agreements.

4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Easement Deeds.

5. The Finance Director is authorized to make the payment for the land acquisition in the amounts shown in the attached Exhibit A.

6. The City Engineer with the agreement of the City Manager and City Attorney is authorized to make non-material or technical corrections to documents required for implementation of the agreements.

7. This resolution is effective immediately upon adoption.

* * * * * * * *

EXHIBIT A

PROPERTY OWNER LIST

RIGHT OF WAY ACQUISITION

For

Sidewalk Improvements Lincoln Ave – Austin Ave – South St

APN	PROPERTY OWNER ADDRESS	AMOUNT
004-041-020	Bartolo Salina [redacted]	$3,380.00
004-041-021	Philip M. & Caroline P. Mayer [redacted]	$3,309.00
004-042-006	Santos M. Robledo [redacted]	$3,250.00
004-042-016	Mary Salinas [redacted]	$3,250.00
004-043-007	Edilberto Camarillo [redacted]	$3,250.00
004-043-017	Angelina Cantu [redacted]	$3,3800.00

ATTACHMENT 2

LOCATION MAP

LOCATION MAP



ATTACHMENT 3

AGREEMENTS, EASEMENT DEEDS, AND LEGAL DESCRIPTIONS

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Bartolo Salinas

MAILING ADDRESS: [redacted] APN 004-041-020

SITUS: 801 Austin Avenue
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Bartolo Salinas, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1. The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.

2. The purchase price of the Offered Property shall be the sum of **Three Thousand Three hundred Eighty Dollars and No Cents ($3,380.00)**, as just compensation therefor for land and severance.

3. SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4. SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5. The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

   a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

SELLER

By: _____

APPROVED AS TO FORM:

By: _____
City Attorney

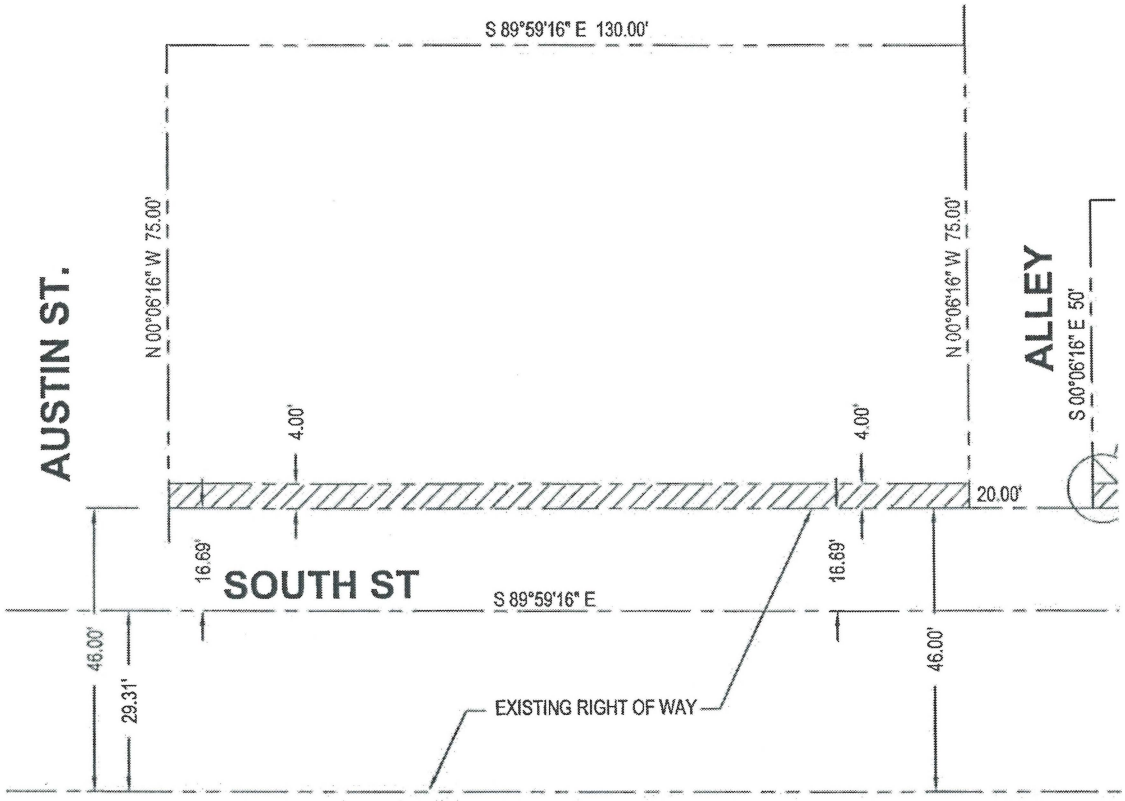
ATTEST:

By: _____
City Clerk

APN 004-041-020
ADDRESS:
801 AUSTIN AVENUE,
CITY OF MADERA
COUNTY OF MADERA, CALIF.

OWNER:
SALINAS, BARTOLO

EXHIBIT A



SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 520.00 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach 12/26/18

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4th STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661.5418

F.B. NO ____
DR. BY: ____
CH. BY: ____
DATE: ____
SCALE: 1" = 30'
DRAWN BY: JEAGUILAR
PROJECT: ST-XX | R-73
SHEET 1 OF 1

Dec/26/2018 4:25 PM
S:\CIP\CIP PROJECTS BY FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW MOD BY ERIC

South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

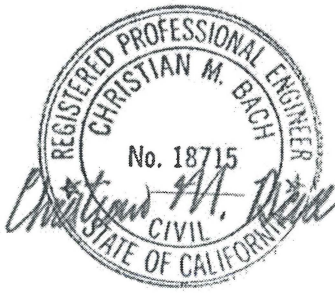
APN 004-041-020, Owner: Bartolo Salinas

801 Austin Avenue

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 3, of said "Map of Parson's Addition to the Town of Madera".

Containing 520.00 square feet.



12-26-18

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN:

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, **Bartolo Salinas, a Married Man**

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'A' attached hereto and made a part hereof)

Date: 6-12-2019

By: _____
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On June 12 2019, before me, Diana Rosas, Notary Public, personally appeared Bartolo Salinas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

_____

DIANA ROSAS
Notary Public - California
Madera County
Commission # 2264387
My Comm. Expires Oct 30, 2022

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Philip M. & Caroline P. Mayer

MAILING ADDRESS: [redacted] APN 004-041-021

SITUS: 800 Cutting Street
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Philip M. & Caroline P. Mayer, Co- Trustees or their successors in Trust of the Philip M. and Caroline P. Mayer Revocable Living Trust of 2014, dated August 1, 2014, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'A', attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Three Hundred Nine Dollars and No Cents ($3,309.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a. City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

SELLER

By: Carolene D. Mayer

APPROVED AS TO FORM:

Philip M. Mayer

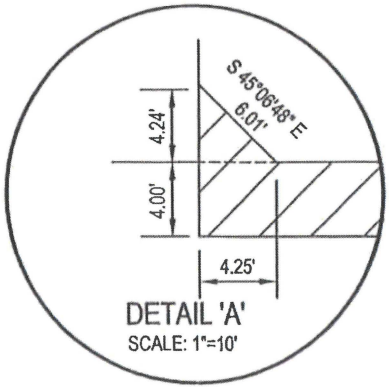
By: _____
City Attorney

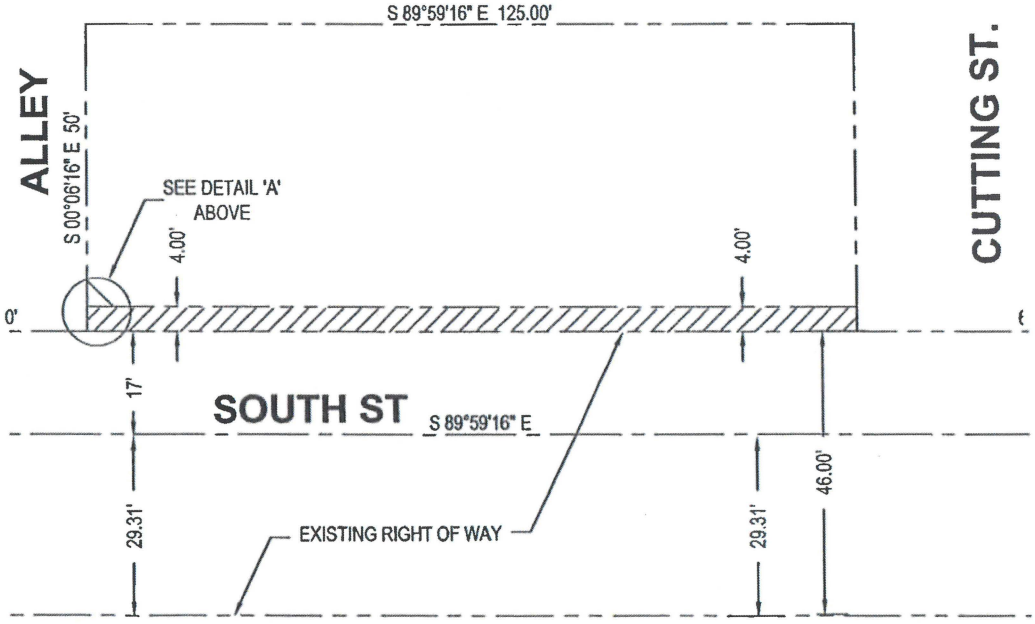
ATTEST:

By: _____
City Clerk

APN 004-041-021
ADDRESS:
800 CUTTING STREET
MADERA, CA
OWNER:
PHILIP M. & CAROLINE P. MAYER

EXHIBIT B







SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 509.03 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4th STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661.5418

F.B. NO ____
DR. BY: ____
CH. BY: ____
DATE: ____
SCALE: 1" = 30'
DRAWN BY: JEAGUILAR
PROJECT: ST-XX | R-73
SHEET 1 OF 1

Dec/26/2018 4:26 PM
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South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

APN 004-041-021, Owner: Philip M. and Caroline P. Mayer

800 Cutting Street

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 3, of said "Map of Parson's Addition to the Town of Madera."

Also including an area described as follows:

The TRUE POINT OF BEGINNING being a point on the west boundary of said Lot 18, 4.00 feet north of the southwest corner of said Lot 18; thence, along said west boundary, N 0° 06' 16" W, a distance of 4.24 feet; thence S 45° 06' 48" E, a distance of 6.01 feet; thence N 89° 59' 16" W, a distance of 4.25 feet to the TRUE POINT OF BEGINNING.

Containing a total of 509.03 square feet.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
STATE OF CALIFORNIA

Christian M. Bach 12-26-18

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 004-041-021

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Philip M. Mayer and Caroline P. Mayer, Co-Trustees or their Successors in Trust, of the Philip M. and Caroline P. Mayer Revocable Living Trust of 2014, dated August 1, 2014

DO HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'B' attached hereto and made a part hereof)

Date: 6/12/2019

By: Caroline P Mayer Philip M. Mayer
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On 6/12/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared CAROLYN P. MAYER & PHILIP M. MAYER who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL
Claudia Mendoza

CLAUDIA MENDOZA
Notary Public – California
Madera County
Commission # 2185196
My Comm. Expires Mar 29, 2021

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Santos M. Robledo & Lupe Robledo

MAILING ADDRESS: [redacted] APN 004-042-006

SITUS: 801 Cutting Street
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Santos M. Robledo and Lupe Robledo, husband and wife, as Joint Tenants, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'C', attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents ($3,250.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement

upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

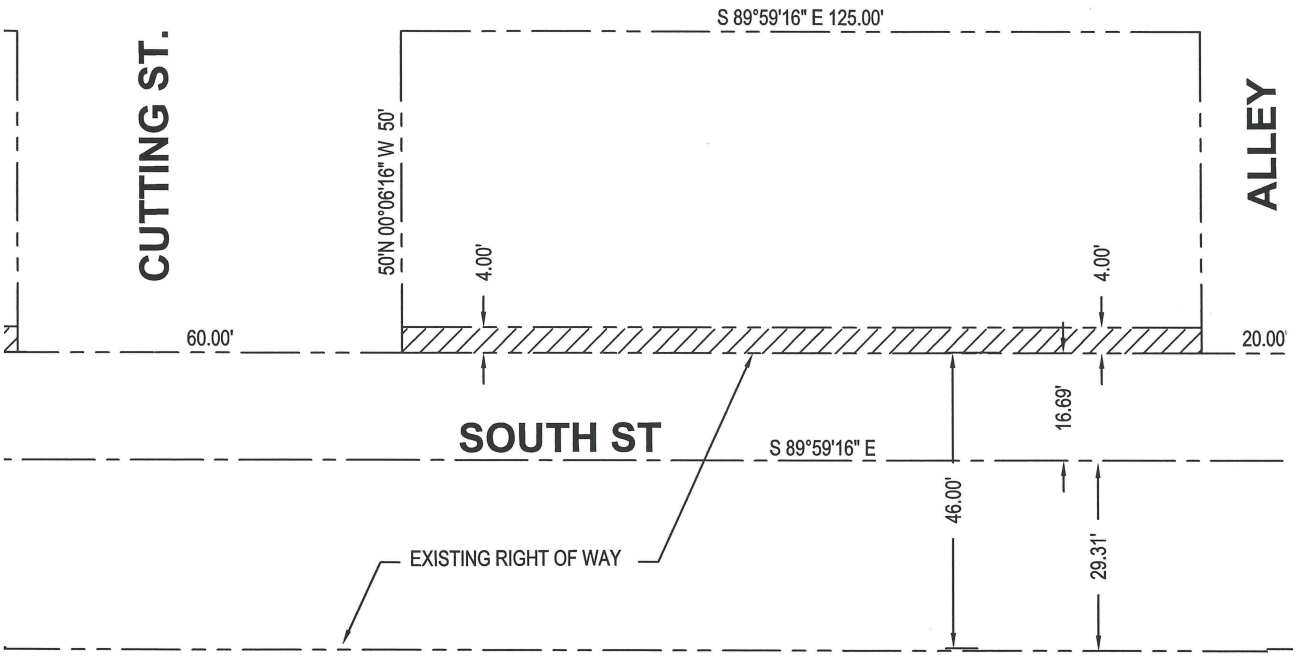
By: _____
City Clerk

SELLER

By: _____

APN 004-042-006
ADDRESS:
801 CUTTING STREET
MADERA, CA
OWNER:
SANTOS M. ROBLEDO

EXHIBIT C



SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach 12-20-18

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4th STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661.5418

F.B. NO _____
DR. BY: _____
CH. BY: _____
DATE: _____
SCALE: 1" = 30'
DRAWN BY: JEAGUILAR
PROJECT: ST-XX | R-73
SHEET 1 OF 1

Jan/02/2019 9:29 AM
S:\CIP\CIP PROJECTS BY.FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW MOD BY ERIC

South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

APN 004-042-006, Owner: Santos M. and Lupe Robledo

801 Cutting Street

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 2, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.



Christian M. Bach, 12-26-18

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 004-042-006

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Santos M. Robledo and Lupe Robledo, husband and wife, as Joint Tenants

DO HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'C' attached hereto and made a part hereof)

Date: APRIL 29, 2019

By: Santos M Robledo
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared SANTOS M. ROBLEDO AND LUPE ROBLEDO who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

Claudia Mendoza

CLAUDIA MENDOZA
Notary Public – California
Madera County
Commission # 2185196
My Comm. Expires Mar 29, 2021

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Mary J. Salinas

MAILING ADDRESS: [redacted] APN 004-042-016

SITUS: 800 Bloker Street
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Mary J. Salinas, a single woman, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'D', attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents ($3,250.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement

upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon

SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

SELLER

By: Mary Jo Salmin

APPROVED AS TO FORM:

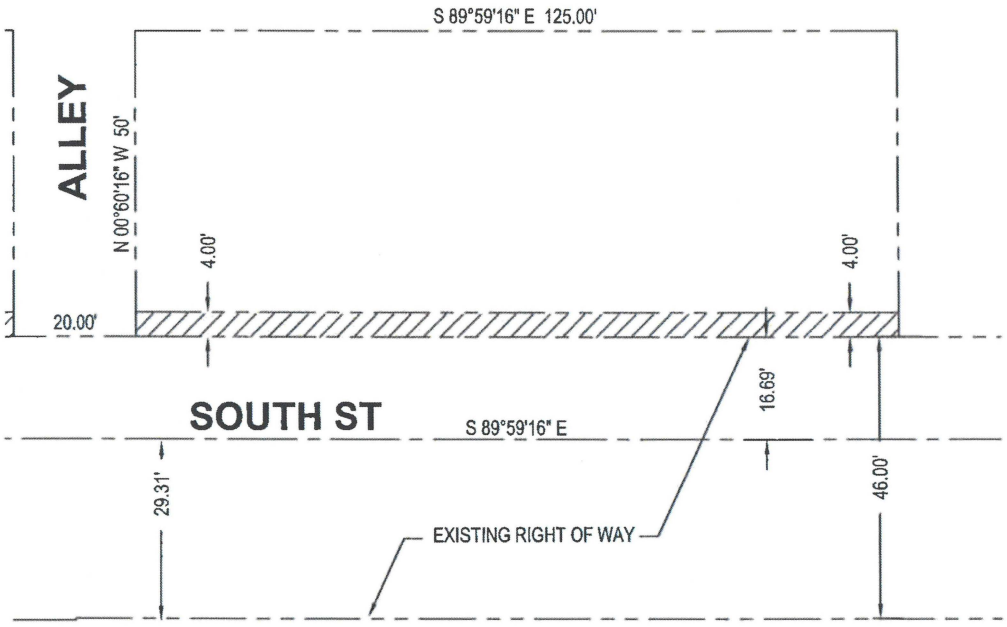
By: _____
City Attorney

ATTEST:

By: _____
City Clerk

APN 004-042-016
ADDRESS:
800 BLOKER STREET
MADERA, CA
OWNER:
MARY J. SALINAS

EXHIBIT D



SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

4-24-14

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY: CITY OF MADERA ADDRESS: 205 W. 4th STREET MADERA, CA 93637 SURVEYOR: CHRISTIAN M. BACH R.C.E. NO. 18715 TELEPHONE: (559) 661.5418		F.B. NO ____ DR. BY: ____ CH. BY: ____ DATE: ____ SCALE: 1" = 30' DRAWN BY: JEAGUILAR PROJECT: ST-XX | R-73 SHEET 1 OF 1

South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

APN 004-042-016, Owner: Mary J. Salinas

800 Bloker Street

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 2, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach 4-24-19

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 004-042-016

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Mary J. Salinas, a single woman

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'D' attached hereto and made a part hereof)

Date: 04/29/2019

By: Mary J. Salinas
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared MARY J. SALINAS who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL
Claudia Mendoza

CLAUDIA MENDOZA
Notary Public – California
Madera County
Commission # 2185196
My Comm. Expires Mar 29, 2021

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Edilberto Camarillo

MAILING ADDRESS: [redacted] APN 004-043-007

SITUS: 801 Bloker Street
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Edilberto Camarillo, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'E', attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Two Hundred Fifty Dollars and No Cents ($3,250.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

SELLER

By: Edilberto Camarillo

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

By: _____
City Clerk

South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

APN 004-043-007, Owner: Edilberto Camarillo

801 Bloker Street

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera," filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition," filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 19, in Block 1, of said "Map of Parson's Addition to the Town of Madera."

Containing 500.00 square feet.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

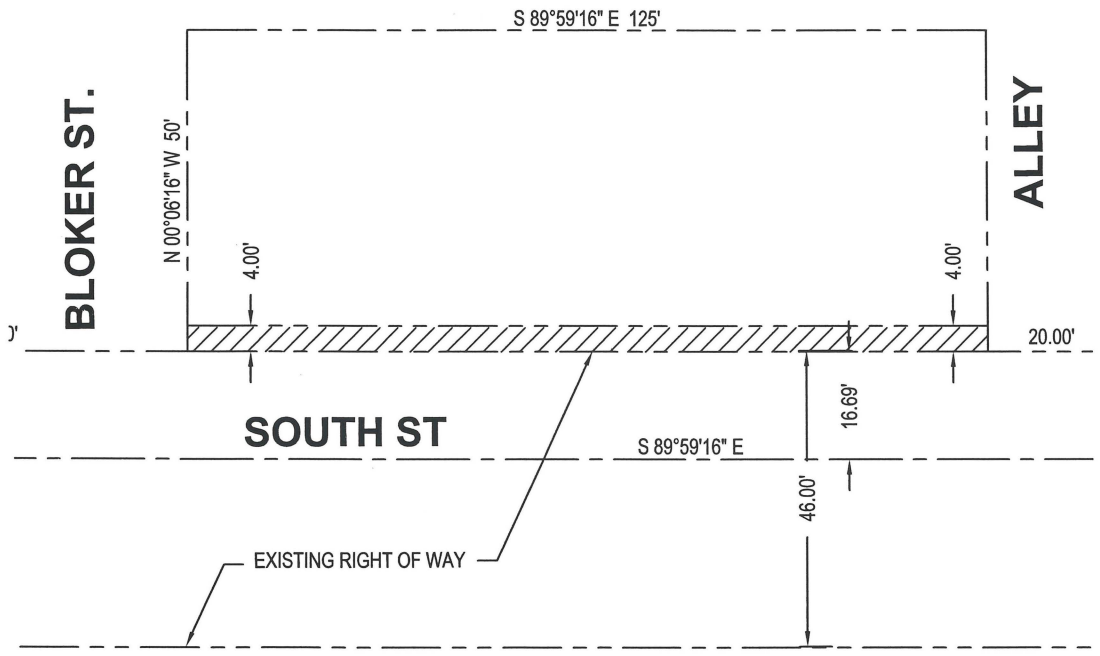
Christian M. Bach, 12-26-18

APN 004-043-007

ADDRESS:
801 BLOKER STREET
MADERA, CA

OWNER:
EDILBERTO CAMARILLO

EXHIBIT E



SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 500.00 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach, 12-26-18

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4th STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661.5418

F.B. NO _____
DR. BY: _____
CH. BY: _____
DATE: _____
SCALE: 1" = 30'
DRAWN BY: JEAGUILAR
PROJECT: ST-XX | R-73
SHEET 1 OF 1

Dec/26/2018 4:29 PM
S:\CIP\CIP PROJECTS BY FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW MOD BY ERIC

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 004-043-007

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Edilberto Camarillo

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'E' attached hereto and made a part hereof)

Date: 5-29-19

By: Edilberto Camarillo
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On May 29, 2019, before me, Diana Rosas, Notary Public, personally appeared Edilberto Camarillo who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL

Diana Rosas

DIANA ROSAS
Notary Public - California
Madera County
Commission # 2264387
My Comm. Expires Oct 30, 2022

PROJECT: South Street Sidewalk Construction, Austin Avenue to Lake Street

OWNER: Angelina Herrera Cantu

MAILING ADDRESS: [redacted] APN 004-043-017

SITUS: 800 N. Lake Street
Madera, CA 93638

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Angelina Herrera Cantu, hereinafter called the "SELLER", without regard to number or gender, hereby offers to sell to the CITY OF MADERA, a municipal corporation, hereinafter called the "CITY", the hereinafter described real property on the following terms and conditions:

1.The real property which is the subject of this Agreement, hereunder referred to as the "Offered Property", is all that real property situated in the County of Madera, State of California, more particularly described as Exhibit 'F', attached hereto.

2.The purchase price of the Offered Property shall be the sum of **Three Thousand Three Hundred Eighty Dollars and No Cents ($3,380.00)**, as just compensation therefor for land and severance.

3.SELLER warrants that the Offered Property is being acquired under threat of condemnation.

4.SELLER warrants that it has the authority to make the offer herein made, and that it holds fee title to the OFFERED PROPERTY.

5.The sale shall be completed by and through this Agreement upon the following terms and conditions, and SELLER and CITY by their signatures to this Agreement make this paragraph their purchase instructions:

a.City shall pay the sums specified in Paragraph 2 of this Agreement upon receipt and recording of the Easement Deed.

b. There shall be no proration of taxes and insurance.

c. Disbursements shall be in the amounts, at the times, and in all respects in accordance with the terms and conditions, and subject to the limitations of, this Agreement.

6. SELLER warrants that there are no tenants on the Offered Property pursuant to any lease agreement.

7. It is agreed and confirmed by the parties hereto that, not withstanding other provisions in this Agreement, the right of possession and use of the subject property by CITY (including, but not limited to, the right to construct and install new improvements and to replace, repair, and restore, remove and/or dispose of existing improvements) shall commence upon execution of this Agreement, and that the amount shown in Clause 2 herein includes, but is not limited to, full payment for such possession and use, including damages, from said date.

8. SELLER grants to CITY, its permittees, contractors, agents or assigns, a right to enter upon, over and across, and under SELLER's property, within 10 feet of the proposed improvements and for the purpose of facilitating the construction of the public improvements and to accomplish all necessary items incidental thereto, including, but not limited to, the repair, replacement, restoration, removal, and/or disposal of existing improvements. Any actual damage or substantial interference with the possession and use of the adjacent land caused by CITY, its permittees, contractors, agents, or assigns shall be cured by same.

9. The obligation by CITY to purchase the Offered Property is contingent upon the finding by CITY that there is no evidence that there may be hazardous or toxic materials located on the Offered Property. The cost of this finding is at the sole expense of CITY.

10. Time is of the essence of each and every term, condition and covenant hereof.

11. It is agreed that this Agreement shall become a contract for the purchase and sale of real property and improvements on the subject parcel binding upon SELLER and CITY, their heirs, executors, administrators, successors in interest, and assigns.

12. This Agreement is executed by the City of Madera, by and through its Mayor pursuant to authority granted by the Council of the City of Madera on _____, 2019

CITY OF MADERA

By: _____
Andrew J. Medellin, Mayor

SELLER

By: Angelina Herrera Cantu

APPROVED AS TO FORM:

By: _____
City Attorney

ATTEST:

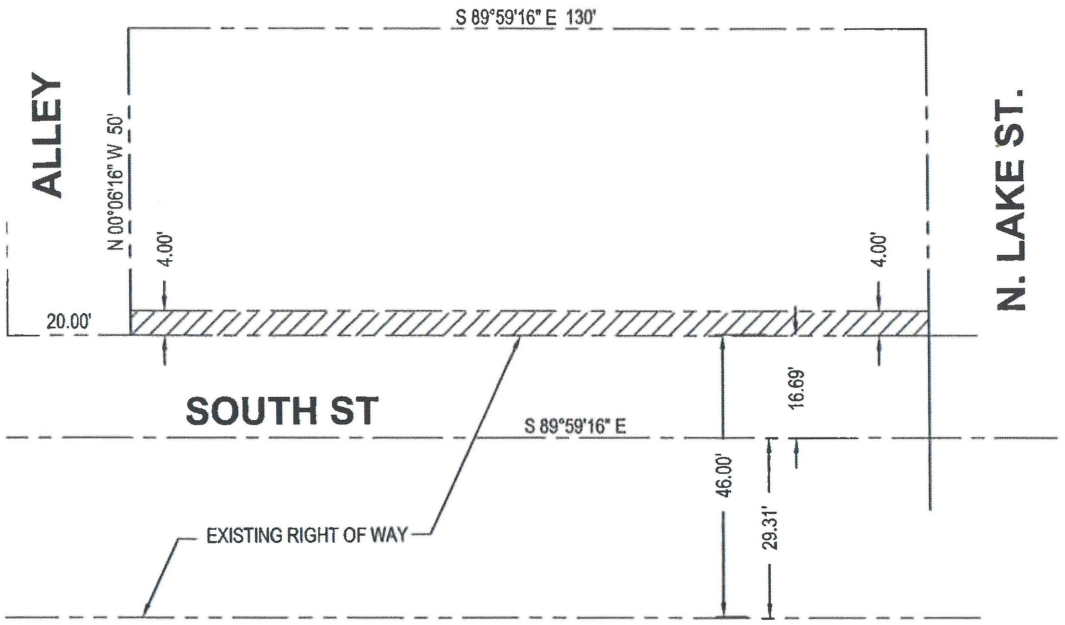
By: _____
City Clerk

APN 004-043-017

ADDRESS:
800 N. LAKE STREET
MADERA, CA

OWNER:
ANGELINA HERRERA CANTU

EXHIBIT F



SCALE: 1" = 30'

INDICATES EASEMENT AREA TO BE GRANTED TO THE CITY OF MADERA CONTAINING 520.00 SQ. FT.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

Christian M. Bach

12-26-18

CITY OF MADERA - ENGINEERING DEPARTMENT

CITY:	CITY OF MADERA
ADDRESS:	205 W. 4th STREET MADERA, CA 93637
SURVEYOR:	CHRISTIAN M. BACH
R.C.E. NO.	18715
TELEPHONE:	(559) 661.5418

F.B. NO _____
DR. BY: _____
CH. BY: _____
DATE: _____
SCALE: 1" = 30'
DRAWN BY: JEAGUILAR
PROJECT: ST-XX | R-73
SHEET 1 OF 1

Dec/26/2018 4:30 PM
S:\CIP\CIP PROJECTS BY FISCAL YEAR\CIP FY 16-17\R-73 SIDEWALKS AT GEORGE WASHINGTON\DESIGN\R-73 WASHINGTON RW MOD BY ERIC

South Street Sidewalk, Austin Avenue to Lake Street

Easement Acquisition

Legal Description

APN 004-043-017, Owner: Angelina Herrera Cantu

800 N. Lake Street

All that portion of the southeast quarter of the southeast quarter of Section 13, Township 11 South, Range 17 East, Mount Diablo Base and Meridian, in the City of Madera, County of Madera, State of California, according to the map entitled "Map of Parson's Addition to the Town of Madera" filed and recorded on March 24, 1893, in Book 23 of Maps, Fresno County Records, and further according to the map entitled "Lyon's Addition", filed and recorded on January 23, 1953, in Volume 6 of Maps, Page 101, Madera County Records; the parcel being more particularly described as follows:

The south 4.00 feet of Lot 18, in Block 1, of said "Map of Parson's Addition to the Town of Madera."

Containing 520.00 square feet.

REGISTERED PROFESSIONAL ENGINEER
CHRISTIAN M. BACH
No. 18715
CIVIL
STATE OF CALIFORNIA

12-26-18

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

NO DOCUMENTARY TAX DUE – R&T 11922 (Amended)
Presented for Recordation by the City of Madera
Fee Waived Per Sections 27383 & 27388.1(a)(2)(D) of the Government Code.....No Fee Due _0_

APN: 004-043-017

STREET EASEMENT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED,

Angelina Herrera Cantu, an unmarried woman

DOES HEREBY GRANT TO **THE CITY OF MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

An easement for street and any and all other municipal purposes over, under, through and across, on and in the following described real property in the City of Madera, California, County of Madera, State of California, being more particularly described as follows:

(See Exhibit 'F' attached hereto and made a part hereof)

Date: 4/29/2019

By: Angelina Herrera Cantu
Property Owner Signature(s) above, Printed Name Below

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

State of California)
County of Madera)

On 4/29/2019, before me, CLAUDIA MENDOZA, Notary Public, personally appeared ANGELINA HERRERA CANTU who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS MY HAND AND OFFICIAL SEAL
Claudia Mendoza

CLAUDIA MENDOZA
Notary Public – California
Madera County
Commission # 2185196
My Comm. Expires Mar 29, 2021

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-7

SUBJECT:

Consideration of a Minute Order Authorizing the Mayor to Execute the Final Proof of Loss for Additional Reimbursement in the Amount of $52,845.10 for Fire Damage to 5 East Yosemite.

RECOMMENDATION:

Staff recommends the City Council (Council) authorize the Mayor to execute the Final Proof of Loss so Lexington Insurance Company can proceed with issuing the final payment to the City.

SUMMARY:

On November 13, 2018, a City owned building located at 5 East Yosemite caught fire. The building is commonly known as the former Redevelopment Agency Offices (RDA). The fire started on the exterior of the west side of the building and entered the building at the wood soffit at the roof line. The building was vacant at the time of the fire. The City previously executed a Partial Proof of Loss and received an initial payment from its property insurance. The current action would approve the Final Proof of Loss and close the claim.

DISCUSSION:

On November 13, 2018, Cal-Fire, as well as the Madera Police Department, responded to a fire at the former RDA building, located at 5 East Yosemite. Upon arrival, it was noted the fire started on the exterior of the building and entered the roof area. Cal-Fire was able to contain the fire, but the building sustained a considerable amount of damage to both the interior and exterior. The cause of the fire was determined to be started by an unknown person.

The City filed a property loss claim with its property insurance for the damages caused by the fire. The City participates in the Alliant Property Insurance Program (APIP) through Alliant Insurance Services, with claims handling provided by McLarens Young International (McLarens). This program has a $25,000 deductible for scheduled losses. The City additionally participates in the Property Damage pooled program through the Central San Joaquin Valley Risk Management Authority (CSJVRMA) to cover the $25,000 deductible with a $5,000 self-insured retention on property losses. These programs provide reimbursement at current replacement value for losses.

Immediately following the incident, Belfor Property Restoration was retained to perform asbestos and lead remediation work to include asbestos air monitoring and structural drying and mitigation. McLarens hired the services of J.S. Held to provide a repair estimate. The total estimated cost of repairs was $219,037.72. Based on the initial repair estimate provided by J.S. Held, APIP and the City executed a Partial Proof of Loss in the amount of $178,224.85. This represented the value of the initial repair estimate less the City's deductible and a depreciation hold-back of $15,812.87. At that time, the invoices for Belfor's work had not been received and were not included in the estimate.

The request at this time is to execute a Final Proof of Loss to close the claim and issue payment to the City for Belfor's work in the amount of $52,845.10. Under normal circumstances, the City would also receive the balance due between the partial payment issued to start work and the final cost of repairs; this is estimated as the depreciation hold-back referenced above. However, at the time of the fire, the building was in escrow under an Agreement for Purchase and Sale of Real Property (Sale Agreement). The Sale Agreement included a provision that states:

> Loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurring prior to the recordation of the Deed shall be at the risk of City. In the event that loss or damage to the Subject Property or any improvements thereon, by fire or other casualty, occurs prior to the recordation of the Deed, Buyer may elect to require that the City pay to Buyer the proceeds of any insurance which may become payable to City by reason thereof, or to permit such proceeds to be used for the restoration of the damage done, or to reduce the total price by an amount equal to the diminution in value of the Subject Property by reason of such loss or damage or the amount of insurance payable to City, whichever is greater.

The Buyer has elected to receive the amount of insurance payable to the City rather than have the City repair the building. Because no actual repairs will be made, the City is not able to receive the depreciation hold-back under its property policy. All insurance proceeds, less actual bills for remediation work and estimate preparation, will be payable to the Buyer.

FINANCIAL IMPACT:
Execution of the Final Proof of Loss will effect final payment to the City for the amount owed to Belfor.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The requested action 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.

ALTERNATIVES:
If the Council chooses not to take action on execution of the Final Proof of Loss, the City will not receive payment from its insurance program and will be required to pay the invoices from Belfor with General Fund monies.

ATTACHMENTS:
1. Final Proof of Loss
2. Statement of Loss

Amount of Policy
$365,311

SWORN STATEMENT
in

Policy Number **017471589/05**

Agency Name **Alliant Insurance Services**

PROOF OF LOSS

Issued	**Expires**
July 1, 2018	**July 1, 2019**

To **Lexington Insurance Company**
of **Boston, MA**

By the above indicated policy of insurance your insured **CSJVRMA including its member, City of Madera**

against loss by all risk of physical damage upon the property described, according to the terms and conditions of the said conditions of the said policy and all forms, endorsements, transfers and assignments attached thereto.

1. Time and Origin: A loss occurred about the hour of _____ o'clock _____ M., on the 13th day of November 20 18 .
The cause and origin of said loss were: Fire loss

2. Occupancy: The building described, or containing the property described, was occupied at the time of the loss as follows, and for no other purpose whatever: Vacant Building

3. Title and Interest: When this policy was acquired and at the time of the loss the interest of your insured in the property described therein was sole and unconditional ownership, and no other person or persons had any interest therein or incumbrance thereon. (State exceptions, if any.) NO EXCEPTIONS

4. Changes: Since the said policy was acquired there has been no assignment thereof, or change of ownership, use, occupancy, possession, location or exposure of the property described, or of our insured's interest therein. (State exceptions, if any.)
NO EXCEPTIONS

5. Total Insurance: The total amount of insurance upon the property described by this policy was, at the time of the loss, $365,311

6. The Cash Value of said property at the time of loss was ..... $ Not Determined

7. The Whole Loss and Damage was ..... $ **271,882.82**

8. The Amount Claimed under the above numbered policy ..... $ **52,845.10**
(Amount claimed is net applicable deductible of $25,000, depreciation of $15,812.87 and prior payment of $178,224.85.)

The said loss did not originate by any act, design or procurement on the part of your insured, or this affiant; nothing has been done by or with the privity or consent of your insured or this affiant, to violate the conditions of the policy, or render it void; no articles are mentioned herein or in annexed schedules but such as were in the building damaged or destroyed , and belonging to, and in possession of the said insured at the time of said loss; no property saved has in any manner been concealed, and no attempt to deceive the said company, as to the extent of said loss, has in any manner been made. Any other information that may be required will be furnished and considered as part of this proof.

The furnishing of this blank or the preparation of proofs by a representative of the above insurance company is not a waiver of any of their rights.

FOR YOUR PROTECTION, CALIFORNIA LAW REQUIRES THE FOLLOWING TO APPEAR ON THIS FORM:
Any person who knowingly presents false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

State of _____ _____
(Insured Signature)

County of _____ _____ Insured

Subscribed and sworn to (or affirmed) before me on this _____ day of _____ (month), _____ (year) by

_____ proved to me on the basis of satisfactory evidence to be

the person(s) who appear before me.

_____ (signature of Notary)

Insured :	City of Madera
Claim #:	0564385102US
Location:	S E Yosemite, Madera
Date of Loss:	November 13, 2018
McLarens #:	002.047720.00

Statement of loss

Item	Description	Ref	As Submitted	Adjustment	Recommended
					$ -
Emergency/Remediation	Per Belfor		52,845.10		52,845.10
Building Repairs	JS Held		219,037.72	(15,812.87)	203,224.85
					-
					-
				-	-
			$ 271,882.82	$ (15,812.87)	$ 256,069.95
				Less: Deductible	(25,000.00)
				Net Claim	**231,069.95**
				Less Depreciation	
				Less: Previous Payment	(178,224.85)
				Net Claim Due Insured #	**$ 52,845.10**

Notes:

Payment Distribution			
Market (AIG)	100%	$	52,845.10
	0%		-
	0%		-
	0%		-
	100%	**$**	**52,845.10**

Date:	May 28, 2019
Preparer:	Diane Gordon
Company:	Mclarens San Francisco

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Wendy Silva, Director of Human Resources

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: B-8

SUBJECT:

Consideration of a Minute Order Authorizing the Mayor to Sign a Letter in Opposition to California Senate Bill 266 (Leyva) Regarding CalPERS Benefit Adjustments for Disallowed Compensation

RECOMMENDATION:

It is recommended that the City Council (Council) approve the letter in opposition to Senate Bill 266 (Leyva) and authorize the Mayor to execute the letter on behalf of the City.

SUMMARY:

The League of California Cities has issued an Action Alert urging its membership to oppose Senate Bill 266 regarding CalPERS benefit adjustments for disallowed compensation and notify their California legislative representatives of such opposition. Staff has reviewed the proposed legislation and concurs with the League's recommendation to oppose the bill. The attached letter, if approved, will be distributed as indicated in the letter. The bill was heard by the Assembly Public Employment and Retirement committee in June and passed out of that committee on a 7-0 vote. The bill is slated to be heard next by the Assembly Appropriations Committee mid-August.

DISCUSSION:

The City of Madera is a member of the California Public Employees Retirement System (CalPERS). CalPERS is a defined benefit pension system. During the course of an individual's employment, contributions are made to the system based on a percent of an individual's compensation that is allowed by statute to be considered as compensation for the purpose of calculating the basis for pension benefits. At a minimum, pension benefits are calculated based on base salary. However, additional forms of pay such as uniform allowance, education incentives, and longevity pay may also be considered when calculating pension benefits. These are commonly referred to as PERSable compensation. What may or may not be considered PERSable compensation is defined by statute in the California Government Code. As with any code section, City staff and CalPERS

staff do their best to apply the correct interpretation of the language over time. However, as in any situation, mistakes can be made or interpretations can be modified. During employment, the contributions to CalPERS to fund the pension benefit are based on the best interpretation of PERSable compensation at that time.

SB 266, titled Public Employees' Retirement System: disallowed compensation: benefit adjustments, is sponsored by the California Professional Firefighters and was introduced by Senator Connie Leyva of Senate District 20, which covers portions of Los Angeles and San Bernardino Counties. As proposed, SB 266 will require public agencies to directly pay retirees and/or their beneficiaries disallowed retirement benefits. Disallowed retirement benefits are pension overpayments made by CalPERS that occur when CalPERS determines after a retiree has been awarded a pension that a mistake was made in interpreting what is or is not PERSable compensation. As amended, SB 266 places 100 percent of the total liability for such overpayments on public agencies—abdicating all responsibility previously held by CalPERS to ensure that retirement benefits are calculated and administered correctly.

Currently, when a correction occurs or if interpretations change, the retiree's pension is adjusted appropriately going forward, and the following occurs:

- The retiree reimburses CalPERS for the pension overpayment received. The pension system must recoup that overpayment from the retiree because it is unlawful to pay out a benefit that is not legally allowable or earned.
- The retiree is reimbursed by CalPERS for contributions they made on the pay that was assumed to be PERSable compensation while employed.
- The City receives a credit against its future pension contributions for contributions they made on the pay that was assumed to be PERSable compensation.

Using a hypothetical example, if SB 266 becomes law, this will be the effect on the City of Madera:

Hypothetical Scenario: The City of Madera and the Madera Police Officers' Association (MPOA) enter into a new labor agreement that includes a new form of incentive pay. Based on current understanding of the Government Code and information as published by CalPERS, the City and MPOA interpret this new incentive pay to be considered PERSable compensation.

- The compensation is reported each pay cycle to CalPERS *(every 2 weeks)*.
- The City pays its Employer Contribution and Employer Paid Member Contributions based off the combination of base pay and this new incentive.
- The Employee pays their portion of the Employee contribution based off the combination of base pay and this new incentive.

At this point, the pension benefit has been funded by these contributions.

- Officer John Doe files for retirement with CalPERS.

- CalPERS reviews the reported compensation for John Doe over the course of his career and calculates his pension benefit. This compensation review includes review of published salary schedules and review of special compensation components such as incentive pay.
- CalPERS provides the calculated pension benefit information to Officer Doe and Officer Doe proceeds with his retirement.

5 years later…a different person at CalPERS looks at Officer Doe's retirement calculation and pension benefit and decides that the incentive pay should not have been considered PERSable compensation, finding that Officer Doe has received a pension overpayment.

- CalPERS will credit the City's pension plan for the contributions made by the City towards the pension benefit for the incentive pay.
- Officer Doe is not required to return the pension overpayments, but the City will be responsible to reimburse CalPERS for said overpayments.
- The City will be responsible for paying Officer Doe or his beneficiary a lifetime benefit that represents the difference between CalPERS' initial pension calculation and its revised pension calculation. This will be the actuarial equivalent present value of the difference, and the retiree chooses whether to receive this as a lump sum payment or an annuity.

As this example demonstrates, SB 266 creates the potential for significant unfunded pension liabilities should CalPERS simply change its mind regarding the applied definition of PERSable compensation. Staff recommends opposition to SB 266 based on policy, operational cost, and legal concerns that will inevitably face virtually every state and local government agency should this measure be signed into law.

FINANCIAL IMPACT:
Expressing opposition to SB 266 supports protecting the City's revenues and fund balance position against unnecessary pension obligations.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:
Council can approve the letter as presented, request modifications, or take no action.

ATTACHMENTS:
1. Letter opposing SB 266.

July 18, 2019

The Honorable Lorena Gonzalez
Chair, Assembly Appropriations Committee
State Capitol Building, Room 2114
Sacramento, CA 95814

RE: **Notice of Opposition - SB 266 (Leyva) [as amended June 17, 2019]**

Dear Assembly Member Gonzalez:

The City of Madera must respectfully oppose SB 266, which would require public agencies to directly pay retirees and/or their beneficiaries for disallowed retirement benefits. Disallowed retirement benefits are pension overpayments made by CalPERS that occur when CalPERS determines after a retiree has been awarded a pension that a mistake was made in interpreting what is or is not pensionable compensation. As amended, SB 266 places 100 percent of the total liability for such overpayments on public agencies, abdicating all responsibility previously held by CalPERS to ensure that retirement benefits are calculated and administered correctly. Our objections to this measure are rooted in policy, operational cost, and legal concerns that will inevitably face virtually every local government agency should this measure be signed into law.

CalPERS has no incentive to properly advise on or calculate benefits.
In its current form, SB 266 provides no incentive for CalPERS to properly and correctly advise public entities on or accurately calculate pension benefits at the time of retirement. Instead, SB 266 places sole responsibility on the employer for any errors or misinterpretations made by CalPERS.

While SB 266 requires CalPERS to review and issue determinations on proposed items of compensation, there is nothing that holds CalPERS responsible should they offer a different determination at a later date. It is common knowledge amongst CalPERS contracting agencies that if you want a differing opinion from CalPERS, simply call back and speak to someone else.

Additionally, at the time of retirement, CalPERS reviews all reported compensation to ensure that pension benefits are calculated correctly before issuing a final retirement benefit calculation. Should they change their mind at a later date about their own calculation, SB 266 makes the public entity solely responsible for CalPERS' error. Obligating additional pension liabilities created outside of their control on public agencies who are already struggling with existing pension liabilities makes bad policy and little fiscal sense.

Public entities will be penalized for decisions made outside of their control.
SB 266 places financial penalties on public agencies for decisions they were not a participant to. Specifically, if an item of compensation is determined to not be pensionable, the public entity must:

Human Resources Department
205 W. 4th Street, Madera, CA 93637 t. (559) 661-5400, Opt. 8 f. (559) 673-1655
www.madera.gov

- Refund active employees any contributions made by the employee him/herself *as well as any contributions made by the employer on his/her behalf*. The employer receives no funds back from CalPERS to make these payments, and they must therefore be absorbed by current local revenues.
- Reimburse CalPERS for their overpayment to retired individuals while the retirees keep the overpayments received. The local entity already funded the pension obligation through prior contributions and will now be required to pay for the benefit twice.

Public entities will be forced to make gifts of public funds.
Under SB 266, the City of Madera may find itself in the position to be issuing monthly payments to former employees and/or their beneficiaries for a disallowed benefit. Forcing public entities to make payments on disallowed benefits constitutes a gift of public funds, in violation of Section 6, Article 16 of the California Constitution. Such violation would leave a public agency left to defend itself from costly litigation lawsuits filed by members of the public for continuing to pay a benefit that has been determined to be precluded by statute.

While the City of Madera understands that pension payment adjustments can be difficult for retirees to absorb, the City strongly believes that public entities make good faith efforts in administering their benefits. Penalizing them for errors outside of their control makes for bad policy, inflates pension obligations, and puts public entities in the legal crosshairs for unlawful expenditure of public funds.

For these reasons, the City of Madera opposes SB 266 (Leyva).

Sincerely,

Andrew J. Medellin
Mayor

cc: Senator Connie Leyva
Senator Anna M. Caballero
Assembly Member Frank Bigelow
Che Salinas, Chief Deputy Legislative Secretary for Operations, Office of Governor Newsom, leg.unit@gov.ca.gov
Raj Rakkar, League of California Cities Regional Public Affairs Manager, rrakkar@cacities.org
League of California Cities, cityletters@cacities.org

RETURN TO AGENDA

REPORT TO THE CITY COUNCIL AS THE SUCCESSOR AGENCY AND SUCCESSOR HOUSING AGENCY
OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: July 17, 2019
AGENDA ITEM NUMBER: B-9

APPROVED BY:

Executive Director

SUBJECT: Consideration of Resolutions Amending the Fiscal Year 2018-2019 Successor Agency and Successor Housing Agency Budget

RECOMMENDATION: Staff recommends the following actions:

1. Successor Agency adopt the proposed resolution approving the amendment to the Fiscal Year 2018-2019 Budget attached as Exhibit A.
2. Successor Housing Agency adopt the proposed resolution approving the amendment to the Fiscal 2018-2019 Budget attached as Exhibit B.

SUMMARY: At this time the Fiscal Year 2018-19 budget amendment is requested to allow adjustments to appropriations that match changes in activity throughout the fiscal year.

DISCUSSION

Successor Agency:

- **Administrative Fund 5750** amendments adjust administrative allocations for variances less than $8,000 in projected versus actual administrative cost per Exhibit A.
- **Debt Service Fund** amendment is needed to create an allocation to account 804000000-6449 "Cost of Issuance" in the amount of $328,680 to accommodate the cost of issuance expenditures for the 2018A&B Tax Allocation Refunding Bonds

Successor Housing Agency:

- **Low/Mod Housing Fund 4020**
  - Revenue
    - 40200000-4659 "Refunds and Reimbursements" is increased $15,000 for the release of covenant related to an Exterior Home Improvement Grant.
    - 40200000-4671 "Sale of Real Property" decrease of $800,000 as the anticipated sale of 12 Riverwalk and 19 Adelaide lots did not occur in Fiscal Year.
  - Expenditures
    - 40200000-6481 "Affordable Housing Grant" increase $420,000 per January 30, 2019 2nd amendment to MORES affordable housing agreement.
    - 40200000-6487 "Disposal Cost" decrease $75,000 as anticipated sale of real property did not occur in fiscal year.

- 40200000-6802 "Acquisitions" decrease $197,000 reallocate funds to MORES affordable housing agreement.
- 40200000-7030 "Facilities and Improvements" decrease $210,000 reallocate funds to MORES affordable housing agreement.

BW

Attachments:
-Resolutions (Successor Agency, Successor Housing Agency)
-Exhibits A & B

RESOLUTION NO. SA

RECONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING AMENDMENT TO FISCAL YEAR 2018-2019 BUDGET

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Successor Agency on January 10, 2018 adopted the Fiscal Year 2018-19 Budget; and

WHEREAS, the Successor Agency has reviewed and approved amending the Fiscal Year 2018-2019 Agency Budget to incorporate year end budget adjustments as detailed in "Exhibit A" to this resolution, which is incorporated by reference herein.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.

2. The Successor Agency hereby approves the budget amendment attached hereto as Exhibit "A" and by this reference incorporated herein.

3. A signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget amendment per "Exhibit A" to this resolution.

4. This resolution is effective immediately upon adoption.

****

RESOLUTION NO. SHA

CONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING AMENDMENT TO FISCAL YEAR 2018-2019 BUDGET

WHEREAS, in accordance with Section 33606 of the California Health and Safety Code, the Successor Housing Agency on June 13, 2018 adopted the Fiscal Year 2018-19 Budget; and

WHEREAS, the Successor Housing Agency has reviewed and approved amending the Fiscal Year 2018-2019 Agency Budget to incorporate year end budget adjustments as detailed in "Exhibit B" to this resolution, which is incorporated by reference herein.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR HOUSING AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.

2. The Successor Housing Agency hereby approves the budget amendment attached hereto as Exhibit "B" and by this reference incorporated herein.

3. A signed copy of this resolution shall be placed on file in the office of the Director of Finance, who shall take such actions as necessary to reflect the budget amendment per "Exhibit B" to this resolution.

4. This resolution is effective immediately upon adoption.

****

EXHIBIT A
SUCCESSOR AGENCY
BUDGET AMENDMENT FY 2018-2019

FROM ACCOUNTS FOR:	2019 ORIGINAL APPROP	TRANFRS ADJSTMTS	1 TO REVISED BUDGET	2019 7/3/2019 ACTUALS	AVAILABLE BUDGET	Amendment	REVISED BUDGET
FUND 57500000 ADMINISTRATIVE ALLOWANCE							
57500000 4355 Transfer In	(250,000)	-	(250,000)	(250,000)	-		(250,000)
57500000 5000 Salaries/Full-time	132,167	-	132,167	64,151	68,016		132,167
57500000 5005 Salaries/Part-time	13,134	-	13,134	-	13,134		13,134
57500000 5100 Salaries/Overtime	-	-	-	166	(166)		-
57500000 5105 Salaries/Leave Payout	11,219	-	11,219	-	11,219		11,219
57500000 5300 Public Employee Retirement Sys	28,314	-	28,314	9,709	18,605	(7,977)	20,337
57500000 5302 Long Term Disability Insurance	304	-	304	228	76		304
57500000 5303 Life Insurance Premiums	48	-	48	47	1		48
57500000 5304 Workers Compensation Insurance	13,298	-	13,298	5,619	7,679		13,298
57500000 5305 Medicare Tax- Employer's Share	2,286	-	2,286	974	1,312		2,286
57500000 5307 Deferred Comp/Part-Time	492	-	492	-	492		492
57500000 5308 Deferred Compensation/Full-tim	651	-	651	2,674	(2,023)		651
57500000 5309 Unemployment Insurance	335	-	335	211	124		335
57500000 5310 Section 125 Benefit Allow.	22,714	-	22,714	12,266	10,448		22,714
57500000 6401 Gas and Electric Utilities	4,000	-	4,000	10,580	(6,580)	7,000	11,000
57500000 6402 Telephone/Fax Charges	3,500	-	3,500	1,112	2,388	(2,000)	1,500
57500000 6414 Professional Dues	300	-	300	200	100		300
57500000 6415 Publications/Subscriptions	100	-	100	39	61		100
57500000 6416 Office Supplies/Expendable	1,500	-	1,500	223	1,277	(1,200)	300
57500000 6420 Mileage Reimbursements	1,200	-	1,200	-	1,200		1,200
57500000 6440 Contracted Services	10,000	(10,155)	(155)	2,974	(3,129)	3,800	3,645
57500000 6515 Taxes and Assessments	500	-	500	375	125		500
57500000 6530 Conference/Training/Ed	2,000	-	2,000	-	2,000		2,000
57500000 6532 Maintenance/Other Supplies	2,000	-	2,000	42	1,958		2,000
57500000 6562 Retiree Insurance Premiums	-	1,750	1,750	2,062	(312)	315	2,065
57500000 6918 Interfund Charges- Comp Maint	-	6,916	6,916	6,917	(1)		6,916
57500000 6920 Interfund Charges - Computer R	-	1,489	1,489	1,490	(1)		1,489
TOTAL Successor Agency Admin	62	-	62	(127,939)	128,001		-

EXHIBIT A
SUCCESSOR AGENCY
BUDGET AMENDMENT FY 2018-2019

FROM ACCOUNTS FOR:	2019 ORIGINAL APPROP	TRANFRS ADJSTMTS	1 TO REVISED BUDGET	2019 7/3/2019 ACTUALS	AVAILABLE BUDGET	Amendment	REVISED BUDGET
FUND 80400000 Debt Svc Fund/Successor Agency							
80400000 4162 Interest Income	(60,000)	-	(60,000)	-	(60,000)		(60,000)
80400000 4355 Transfer In	(3,359,179)	-	(3,359,179)	(3,331,426)	(27,753)		(3,359,179)
80400000 6440 Contracted Services	40,000	-	40,000	8,245	31,755		40,000
80400000 6449 Cost of Issuance						328,680	328,680
80400000 8000 Interest Expense	2,220,971	(110,200)	2,110,771	2,110,770	1		2,110,771
80400000 8001 Principal Payment	1,330,000	-	1,330,000	1,330,000	-		1,330,000
80400000 8200 Transfer Out	-	465,983	465,983	465,983	0		465,983
TOTAL Debt Svc Fund/Successor Agency	171,792	355,783	527,575	583,572	(55,997)		856,255

EXHIBIT B
SUCCESSOR HOUSING AGENCY
BUDGET AMENDMENT FY 2018-2019

FROM	2019	1 TO		2019			
ACCOUNTS FOR:	ORIGINAL APPROP	TRANFRS ADJSTMTS	REVISED BUDGET	7/3/2019 ACTUALS	AVAILABLE BUDGET	Amendment	REVISED BUDGET
FUND 40200000 Low/Mod Housing Fund							
40200000 4657 Miscellaneous Revenue	-	-	-	172	(172)	(175)	(175)
40200000 4659 Refunds and Reimbursements	-	(12,000)	(12,000)	(14,876)	2,876	(15,000)	(27,000)
40200000 4671 Sale of Real and Personal Prop	(850,000)	-	(850,000)	(50,000)	(800,000)	800,000	(50,000)
40200000 5000 Salaries/Full-time	37,172	-	37,172	11,944	25,228		37,172
40200000 5005 Salaries/Part-time	3,694	-	3,694	-	3,694		3,694
40200000 5100 Salaries/Overtime	-	-	-	47	(47)	50	50
40200000 5105 Salaries/Leave Payout	3,155	-	3,155	-	3,155		3,155
40200000 5300 Public Employee Retirement Sys	7,963	-	7,963	1,801	6,162		7,963
40200000 5302 Long Term Disability Insurance	86	-	86	41	45		86
40200000 5303 Life Insurance Premiums	14	-	14	8	6		14
40200000 5304 Workers Compensation Insurance	3,740	-	3,740	1,048	2,692		3,740
40200000 5305 Medicare Tax- Employer's Share	643	-	643	181	462		643
40200000 5307 Deferred Comp/Part-Time	139	-	139	-	139		139
40200000 5308 Deferred Compensation/Full-tim	183	-	183	496	(313)	320	503
40200000 5309 Unemployment Insurance	95	-	95	52	43		95
40200000 5310 Section 125 Benefit Allow.	6,389	-	6,389	2,679	3,710		6,389
40200000 6401 Gas and Electric Utilities	4,000	-	4,000	-	4,000		4,000
40200000 6402 Telephone/Fax Charges	350	-	350	73	277		350
40200000 6411 Advertising/Bids and Notices	3,500	-	3,500	644	2,856		3,500
40200000 6416 Office Supplies/Expendable	200	-	200	-	200		200
40200000 6418 Postage / Other Mailing Charge	100	-	100	-	100		100
40200000 6440 Contracted Services	60,000	(4,993)	55,007	15,466	39,541		55,007
40200000 6480 Adopt-A-School Grant Program	-	1,840	1,840	470	1,370		1,840
40200000 6481 Affordable Housing Grants	-	526,000	526,000	-	526,000	420,000	946,000
40200000 6487 Disposal Costs	80,000	-	80,000	1,349	78,652	(75,000)	5,000
40200000 6530 Conference/Training/Ed	100	-	100	-	100		100
40200000 6532 Maintenance/Other Supplies	400	-	400	-	400		400
40200000 6562 Retiree Insurance Premiums	-	350	350	381	(31)		350
40200000 6802 Acquisitions	800,000	(600,000)	200,000	2,950	197,050	(197,000)	3,000
40200000 6918 Interfund Charges- Comp Maint	-	2,306	2,306	2,306	0		2,306
40200000 6920 Interfund Charges - Computer R	-	497	497	497	0		497
40200000 7030 Facilities And Improvements	-	303,041	303,041	85,432	217,609	(210,000)	93,041
TOTAL Low/Mod Housing Fund	161,923	217,041	378,964	148,592	227,331		1,102,159

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: C-1

SUBJECT:

RATIFY A RESOLUTION APPROVING THE PROPOSITION 68 PROGRAM APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS AND AUTHORIZING THE CITY MANAGER TO SUBMIT THE APPLICATION AND ANY ADDITIONAL NECESSARY DOCUMENTS RELATED TO NEGOTIATING, EXECUTING OR AMENDING THE GRANT APPLICATION SCOPE

RECOMMENDATION:

Staff recommends that City Council (Council) approve a resolution that will allow the City Manager to apply to the Proposition 68 (Prop. 68) Statewide Park Development and Community Revitalization Grant Program and if awarded, to execute any necessary documents to receive and utilize the funds.

SUMMARY:

City of Madera (City) Grants Department and Parks and Community Services Department staff are collaborating to develop a viable grant application that seeks funding for the revitalization and completion of the Sunrise Rotary Park and Sports Complex. Funds will be sought through one of the competitive Prop. 68 State of California Parks and Water Bond of 2018 programs called Statewide Development Park and Community Revitalization Program.

DISCUSSION:

Statewide Park Development and Community Revitalization Program

Since 1965, statewide grants administered by California State Park's Office of Grants and Local Services (OGALS) have created and improved over 7,400 parks. Parks are unique places where children can play, families and friends can bond, people exercise, seniors socialize, youth are mentored, cultures are celebrated, and everyone connects with nature and gains access to recreational opportunities. For these reasons amongst others, the development of vibrant parks funded by this program will contribute to creating humane and healthier communities across the State of California.

Building successful parks in underserved communities can be challenging for an array of reasons. The Statewide Development Park and Community Revitalization Program, or Statewide Parks Program (SPP) embraces meaningful engagement with local residents where park designs represent each community's unique recreation needs and creativity. SPP is the largest park related grant program in California's history, with over $1 billion in funding between the 2018 Prop. 68 and 2006 Prop. 84 Bond Acts, with $650,275,000 total available from Prop. 68 and the 2019 Round of funding, appropriating $254,942,000 of those funds. Future state budgets will determine how the remainder is appropriated. To record the legacy of this program, "before and after" site photos will be featured at http://www.parksforcalifornia.org/

Sunrise Rotary Park and Sports Complex Project

The City of Madera seeks funding through the Statewide Park Program for a revitalization project that will complete much needed expansion to Sunrise Rotary Park and Sports Complex (Sunrise Rotary Park) at 1901 Clinton Street. Sunrise Rotary Park was developed and always had the intent of being completed with available funding. The park has numerous opportunities for play structures, splash features, swings, and sports fields, which can be developed if this funding is awarded to the City.

The City will hold a series of meetings or workshops to solicit feedback on potential park improvements. These workshops will occur prior to the grant application submittal, with some having already taken place and more scheduled. In addition, staff will add a landing page on the City's website to inform the public about the proposed project and the scheduled community workshops, which include:

July 9, 2019: Noon Rotary Club
July 9, 2019: Madera Youth Soccer League and Adult Co-ed Soccer
July 11, 2019: HealthNet Promotoras
July 16, 2019: Pan-American Center
July 17, 2019: Sunrise Rotary Club
July 18, 2019: Frank Bergon Senior Center

Members of the public are invited to attend to see the proposed project plans and provide feedback on the project submitted. Additional meetings continue to be planned and scheduled to ensure widespread community feedback.

FINANCIAL IMPACT:

There is no financial impact to the General Fund. The grant program does not require a matching fund allocation. If these grant funds are not secured, staff will continue to seek other funding opportunities to complete the project.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The application and project if awarded are consistent with several Vision 2025 Strategies including:

Strategy 303: Leadership Development: Encourage leadership development opportunities in the community - 303.1 Revive Parks and Community Services' Youth Commission and develop opportunities for youth involvement in local government and community support.
Strategy 317: Cross-Cultural Understanding and Community Pride: Foster cross-cultural understanding and community pride through such actions as community festivals, education, and events to honor service groups and outstanding individuals within Madera.
Strategy 331: Workforce Capacity: Expand and diversify business opportunities within Madera to provide workforce capacity.
Strategy 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and after-school programs.
Strategy 342: Opportunities for Seniors: Ensure paid and volunteer opportunities for Madera's seniors. 342.3 Collaborate with agencies to provide support and opportunities for senior employment and volunteer positions. 342.4 Explore the creation of a Parks Ambassador Program

ALTERNATIVES:
Alternatives may include not submitting the grant application or direction that staff recalibrate its efforts to focus on another project.

ATTACHMENTS:
1. Resolution

Resolution No. 19-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

NOW, THEREFORE, BE IT RESOLVED that the City of Madera hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE SUNRISE ROTARY PARK AND SPORTS COMPLEX PROJECT; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and
3. Certifies that the Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and
4. Delegates the authority to the City Manager to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and
5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.
6. Will consider promoting inclusion per Public Resources Code §80001(b)(8 A-G).

***

RETURN TO AGENDA

REPORT TO THE CITY COUNCIL AS THE SUCCESSOR AGENCY
OF THE FORMER MADERA REDEVELOPMENT AGENCY

BOARD MEETING OF: July 17, 2019
AGENDA ITEM NUMBER: C-2

APPROVED BY:

Executive Director

SUBJECT: Reconsideration of a Resolution Approving Release of Disposition and Development Agreement Executed by Ironhorse Elm, LLC; APN: 008-022-010/008-022-035

RECOMMENDATION: Staff recommends the Successor Agency adopt the proposed resolution approving release of disposition and development agreement between Ironhorse Elm, LLC. and Former Madera Redevelopment Agency.

SUMMARY: The former Madera Redevelopment Agency entered into a Disposition and Development Agreement (the "DDA") with Ironhorse Elm, LLC regarding the property located at the southwest corner of Yosemite and Elm Avenues. The property is in escrow with Armstrong Development Properties, Inc. ("Armstrong" or "Buyer"). The current owner, Muhammad Latif, desires to be released from the terms and conditions of the DDA as Armstrong will not close escrow unless the DDA is released.

On January 17, 2019, the Successor Agency adopted Resolution No. 19-04 releasing the DDA. The resolution was subsequently approved by the Countywide Oversight Board Resolution No. 19-03 and sent to the Department of Finance (DOF) for approval. However, DOF did not approve the release see DOF letter attached as Attachment "A." Staff is seeking reconsideration of this matter. A more detailed resolution substantiating requirements under the Dissolution Law is being proposed. In sum, the resolution explains how the proposed release will reduce liabilities, increase revenues, and be in the best interest of the taxing entities.

DISCUSSION

The Department of Finance upon review of the resolution number COB 19-04 denied release stating the following:

- The resolution previously submitted did not adequately support the finding that releasing the property from the requirement of the DDA would reduce liabilities, increase net revenues, and be in the best interests of the taxing entities.
- As authorized by HSC section 341749(h), Finance is returning your OB action to the board for reconsideration.

Subsequent to DOF's rejection of the release of the DDA, Armstrong has indicated its intent not to follow through with the purchase and development of the property unless a release is granted.

The resolution under consideration at this time strengthens the findings related to Armstrong's reluctance to purchase the property with the DDA on title. The proposed resolution highlights the following:

- The DDA is an impediment to the development of the subject property. No entitlements have ever been processed or approved until the present proposed project.
- Escrow is open for purchase of the property by Armstrong.
- Armstrong has processed a proposed project with the City which includes development of a commercial shopping plaza to include five buildings encompassing a total of approximately 26,000 square feet.
- On May 14, 2019, the Planning Commission approved five CUPs and a Site Plan for Armstrong's proposed development.
- The new imminent development represents a benefit to the Taxing Entities.
- The imminent development of the subject property would result in increased property value and result in sales tax, transfer, and other taxes paid to and benefiting the Taxing Entities.

BW

Attachments:
-Resolution (Agency)
-DOF Letter

RESOLUTION NO. SA 19-__

RECONSIDERATION OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY OF THE CITY OF MADERA, APPROVING RELEASE OF DISPOSITION AND DEVELOPMENT AGREEMENT EXECUTED BY IRONHORSE ELM, LLC (APN: 008-022-010/008-022-035)

WHEREAS, the Former Madera Redevelopment Agency entered into a Disposition and Development Agreement (DDA) with Ironhorse Elm, LLC in 2010 regarding APN: 008-022-010/008-022-035 (Subject Property); and

WHEREAS, the Subject Property is described in the DDA attached as Exhibit A and incorporated herein by this reference; and

WHEREAS, the Subject Property has not been developed since 2010 and has never received any entitlements for development; and

WHEREAS, the current property owner Muhammad Latif, an individual (the Seller) is in escrow with Armstrong Development, Inc. (the Buyer) for the Subject Property; and

WHEREAS, the Buyer has conditioned purchase of the Subject Property on the extinguishment of the development requirements in the DDA and the Grant Deed; and

WHEREAS, the Buyer intends to develop the Subject Property to the betterment of the project area; and

WHEREAS, on January 9, 2019, the City Council of the City of Madera as the Successor Agency to the Former Madera Redevelopment Agency of the City of Madera approved Resolution No. 19-04 releasing the Disposition and Development Agreement (DDA); and

WHEREAS, on January 17, 2019, the Oversight Board of the Successor Agency to the former Madera Redevelopment Agency approved Successor Agency Resolution No. 19-04 approving Madera Countywide Oversight Board Resolution 19-03; and

WHEREAS, the Department of Finance (DOF) by letter dated February 15, 2019, advised the Successor Agency that based on their review of the law, Madera Countywide Oversight Board Resolution No. 19-03 approving release of the Disposition and Development Agreement (DDA) executed by Ironhorse Elm, LLC (Developer), was not approved; and

WHEREAS, as authorized by Health and Safety Code section 34179 (h), DOF has returned the Successor Agency's action to the Successor Agency for reconsideration; and

WHEREAS, the DDA and the Grant Deed conveying the Subject Property from the former Madera Redevelopment Agency to Ironhorse Elm, LLC, contain provisions mandating the type and timing of the development of the Subject Property and imposing approval requirements for proposed developments at the Subject Property (the "Development Requirements"); and

WHEREAS, the Development Requirements have been and remain an impediment to the development of the Subject Property, as evidenced by the fact that the Subject Property has not been developed in the nine years since the Deed was recorded and a current prospective Buyer has indicated that it will not purchase and develop the Subject Property with the DDA in place; and

WHEREAS, escrow is open for purchase of the property by Buyer (Armstrong Development Properties, Inc.); and

WHEREAS, Buyer, has processed a proposed project with the City which includes development of a commercial shopping plaza to include five buildings encompassing a total of approximately 26,000 square feet; and

WHEREAS, on May 14, 2019, the Planning Commission approved five CUPs and a Site Plan for Armstrong's proposed development; and

WHEREAS, if the Successor Agency were to retake the Subject Property, it would result in further financial detriment to the taxing entities in that the Subject Property would be removed from the tax rolls, the Successor Agency would become liable for maintenance and other

carrying costs associated with the Subject Property, the Successor Agency would face potential liability for occurrences on the Subject Property; and

WHEREAS, development of the Subject Property, including the proposed retail uses, would result in increased property value of the Subject Property and increased property, sales, transfer and other taxes paid to the Taxing Entities; and

WHEREAS, the Subject Property is a former industrial site and its redevelopment, enabled by the removal of the DDA, will have positive effects on the property values in the surrounding area and the tax revenues they generate; and

WHEREAS, a Release of Agreement has been prepared which releases all parties from any further obligations or benefits created by the DDA related to the Subject Property; and

WHEREAS, per Health and Safety Code 34181(e) the Successor Agency has determined that the Release of the DDA will reduce liabilities and increase net revenues to the taxing entities and would be in the best interest of the Taxing Entities.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MADERA AS THE SUCCESSOR AGENCY TO THE FORMER MADERA REDEVELOPMENT AGENCY RESOLVES AS FOLLOWS:

1. The above recitals are true and correct.

2. The Successor Agency has reviewed and considered the facts and circumstances concerning the Disposition and Development Agreement (DDA) on Subject Property and the requested Release of the DDA as described above and attached hereto as Exhibit "B" and by this reference incorporated herein.

3. The Successor Agency finds that development of the Subject Property by Armstrong Development Properties is imminent as evidenced by the land use entitlements processed and obtained from the City of Madera.

4. The Successor Agency determines that the City and Taxing Entities will lose tax revenues if the pending sale to Buyer does not come to fruition because of the DDA.

5. The Successor Agency finds that the Release of the DDA as set forth in Exhibit B will reduce liabilities and increase net revenues to the taxing entities and would be in the best interest of the Taxing Entities.

6. The Mayor of the City of Madera is authorized to execute the Release on behalf of the Agency.

7. This resolution is effective immediately upon adoption.

****

Recording requested by and when
recorded return to

EXHIBIT B

City of Madera Successor Agency to the Former
Madera Redevelopment Agency
428 East Yosemite Ave
Madera, CA 93638

Space above this line for recorders use

RELEASE OF DISPOSITION
AND DEVELOPMENT AGREEMENT

The parties to this Agreement are the City of Madera Successor Agency to the Former Madera Redevelopment Agency ("Agency") and Ironhorse Elm, LLC ("Ironhorse"). Ironhorse Elm, LLC entered a Disposition and Development Agreement ("DDA") then the owner of the Subject Property. The current owner Muhammad Latif desires that the property subject to the DDA be released from all of the rights, restrictions and covenants contained in the DDA for such property including the Grant Deed recorded November 12, 2010 as Document # 2010033106. Accordingly, this Agreement is entered into to effectuate such purpose.

Pursuant to the request of the Owner of that certain DDA dated September 13, 2010 and amendment dated June 11, 2014 (collectively the "DDA"), executed by Ironhorse, Todd Spencer, as Owner, in which Agency is named as Agency, and recorded November 12, 2010 as Instrument No. 2010033107 and amendment recorded July 24, 2014 as Instrument No. 2014016494, Official Records of Madera County, California, the Undersigned, Agency and Muhammad Latif do hereby grant and reconvey to the person or persons legally entitled thereto, without warranty, all of the estate and interest derived to the Agency by the Owner and to the Owner by the Agency in and to the real property described in the DDA. Said property ("Subject Property") is described in Exhibit A and incorporated herein as though fully set forth.

In addition to the reconveyance herein granted, the parties hereto, hereby jointly and mutually release each other from any and all right, privileges, duties and obligation of the DDA as it relates in any manner to the Subject Property.

Dated_____

CITY OF MADERA SUCCESSOR AGENCY TO
THE FORMER MADERA REDEVELOPMENT AGENCY

By:_____
Andrew J. Medellin, Mayor

DEPARTMENT OF FINANCE
GAVIN NEWSOM - GOVERNOR
915 L STREET ■ SACRAMENTO CA ■ 95814-3706 ■ WWW.DOF.CA.GOV

February 15, 2019

Mr. Bob Wilson, Executive Director
City of Madera
428 East Yosemite Avenue
Madera, CA 93638

Dear Mr. Wilson:

Subject: Objection of Oversight Board Action

The City of Madera Successor Agency (Agency) notified the California Department of Finance (Finance) of its January 17, 2019 Oversight Board (OB) Resolution on January 17, 2019. Pursuant to Health and Safety Code (HSC) section 34179 (h), Finance has completed its review of the OB action.

Based on our review and application of the law, OB Resolution No. COB 19-03 (Resolution), approving release of the Disposition and Development Agreement (DDA) executed by Ironhorse Elm, LLC (Developer), is not approved.

The former Redevelopment Agency sold its property to the Developer, which was required to develop a project on the subject property in accordance with DDR terms. The Developer sold the subject property to a third party (current owner) and did not complete development as required. The Agency desires to release the property from the requirements of the DDA so the current owner may sell the land with a clear grant deed. According to the grant deed, the Agency has the right to terminate all rights, title, and interest of the Developer and revest the property title to the Agency if the Developer does not adhere to the terms of the DDA. The Agency claims revesting the property will require repurchase of the property. However, the documents provided state the terms of the DDA run with the land and therefore do not support the Agency's claim it would have to repurchase the property.

HSC section 34181 (e) authorizes an OB to approve any amendments to or the early termination of those agreements if it finds the amendments or early termination would reduce liabilities, increase net revenue, and be in the best interests of the taxing entities. While the Resolution makes a finding pursuant to HSC section 34181 (e), the Agency was unable to support how releasing the property from the requirements of the DDA will reduce liabilities, increase net revenues, and be in the best interests of the taxing entities.

As authorized by HSC section 34179 (h), Finance is returning your OB action to the board for reconsideration.

Please direct inquiries to Cindie Lor, Supervisor, or Sarah Krtil, Lead Analyst, at (916) 322-2985.

Sincerely,

JENNIFER WHITAKER
Program Budget Manager

cc: Ms. Claudia Mendoza, Administrative Assistant, City of Madera
Mr. Jim Boyajian, Assistant County Auditor-Controller, Madera County

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: C-3

SUBJECT:

Consideration of a Resolution Authorizing the Submission of a Grant Application ($100,000) to the San Joaquin Valley Air Pollution Control District (SJVAPCD) Public Benefit Grant Program (PBGP) and Authorizing the City Manager or his Designee to Execute all Required Documents

RECOMMENDATION:

Staff recommends that the City Council (Council) approve the attached resolution authorizing the submittal of the PBGP application ($100,000) to the SJVAPCD for five new golf cart style vehicles and authorize the City Manager or his designee to execute all required documents.

DISCUSSION:

The SJVAPCD develops and administers a comprehensive suite of highly-successful voluntary incentive programs targeted at reducing harmful emissions throughout the Valley. The programs provide an opportunity for Valley residents, businesses, public agencies and other organizations to get involved and make a positive impact on the Valley's air quality. The City of Madera (City) is pursuing funding under the PBGP, which was developed and designed to meet the needs and challenges impacting Valley public institutions by providing funds towards a wide variety of clean-air, public-benefit projects which will provide a direct benefit to Valley residents.

Specifically, the purpose of this program is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and use of low-or zero-emission vehicles in public fleets. It offers grant funding to promote the purchase of new, clean-air alternative-fuel vehicles. The PBGP offers $20,000 maximum funding per vehicle and a $100,000 total maximum funding per calendar year for eligible jurisdictions within the SJVAPCD boundaries. Over-the-counter grant applications are accepted by the SJVAPCD on a first-come, first-serve basis using regional allocations based on county population and/or other regional factors. In the event that applications submitted exceed the available funding, projects will be awarded based on SJVAPCD discretion until funds are exhausted.

Various departments within the City have a need for electric golf cart style vehicles for activities; such as, for transporting Police Officers, City staff and other citizens during special events and for other activities; such as, hauling tools and supplies (water, cups, ice., etc.) on a daily basis to locations served by City Departments (Police Department, Parks and Community Services Department and Waste Water Treatment Plant).

The vehicles will be purchased and maintained by City's Fleet Division and incorporated into City's fleet. Existing 120-volt electrical outlets are available to charge the vehicles at the above-referenced 3 City sites. The additional fleet would allow City the opportunity to better serve its residents by expanding its resources, but it would do so by limiting harmful emissions into the Valley's air. Refer to Table A for vehicle descriptions and estimated costs. Refer to Attachment A for full quote details.

Table A: Proposed Vehicles

Department/ Facility	*Vehicle*	*Purpose*	*Estimated cost*
Police	GEM e4	For transporting police officers, City staff and other citizens at special events and for other activities.	$19,994.41
	GEM eM1400	For activities; such as, hauling tools and supplies (water, cups, ice., etc.) across City sites.	$18,932.30
Parks and Community Services Department	2 Carryall 710 LSV	For general maintenance at City parks and special events.	Each $19,922.79
Waste Water Treatment Plant	Carryall 710 LSV	For maintenance at ponds and around the treatment plant.	$19,922.79
		Total Estimated Grant Amount:	$98,695.08

FINANCIAL IMPACT:

Approval of the Resolution for the PBGP does not impact City's General Fund. This is a reimbursement basis grant. Expenditures shall be posted to Fund 30701250-7000. Grant reimbursements shall be deposited into Fund 30701250-4659.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The approval of the PBGP facilitates Strategy 431 of the City of Madera Vision 2025 plan.

- **Strategy 431 Alternative Energy Use:** Develop a City plan to promote both governmental and citizen use of alternative sources of energy.
- **Action 431.1** Continue and expand use of low emission or alternative energy source vehicles for all public jurisdictions

ALTERNATIVES:

- Deny approval of the Resolution.
- Direct staff to seek other funding.

ATTACHMENTS:

- Resolution
- Attachment A

RESOLUTION NO. 19-_____

A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION ($100,000) TO THE SAN JOAQUIN VALLEY AIR POLLUTION CONTROL DISTRICT (SJVAPCD) FOR A PUBLIC BENEFIT GRANT

WHEREAS: the SJVAPCD administers a comprehensive suite of highly-successful voluntary incentive programs targeted at reducing harmful emission through the Valley; and

WHEREAS: the purpose of the SJVAPCD's Public Benefit Grant is to fund the purchase of new electric, plug-in hybrid, or alternative fuel vehicles for public agencies to promote clean air alternative-fuel technologies and use of low- or zero-emission vehicles in public fleets; and

WHEREAS: over-the-counter grant applications are accepted by SJVAPCD on a first-come, first-serve basis using regional allocations based on county population and/or other regional factors; and

WHEREAS: various departments within the City have a need for electric golf cart style vehicles; and

WHEREAS: the vehicles will be purchased and maintained by City's Fleet Division and incorporated into City's fleet.

NOW, THEREFORE, the City Council of the City of Madera does hereby find, order and resolve as follows:

1. The application to the SJVAPCD to fund the purchase of five electric vehicles is on file in the office of the City Clerk, and to which reference is hereby made for full particulars, is hereby approved, and the Mayor is authorized and directed to execute said Agreement for and on behalf of the City of Madera.
2. The City Clerk is hereby authorized and directed to forward a copy of the Resolution to the Grant Administrator.
3. The Fleet Manager is hereby authorized and directed to order the vehicles and implement the project upon approval of the application and all binding documents.
4. The Finance Manager is hereby authorized to take such action to implement the terms of the Resolution.

* * *

Attachment A

Quotes with

Vehicle Descriptions

TOYOTA MATERIAL HANDLING NORTHERN CALIFORNIA

TOYOTA INDUSTRIAL EQUIPMENT | TAYLOR-DUNN® Commercial and Industrial Vehicles Since 1949 | Advance by Nilfisk-Advance

** PREVIEW **

Date	Customer P.O.	Br	Ship Date	Salesman	Customer	Document
7/02/19	CITY OF MADERA	005		MAGANA - HUFF	61168	MF00EY

Sold To
CITY OF MADERA
1030 S GATEWAY DR
MADERA CA 93637

559/661-5454

Ship To
CITY OF MADERA
1030 S GATEWAY DR
MADERA CA 93637

559/661-5454

Qty	Description	Each	Amount
1	GM	17,205.00	17,205.00
	L19G4AGALA		
	NEW ELECTRIC VEHICLE		
	GEM E4 BLACK IN COLOR		
	REAR WINDOW		
	E4 LIGHT BAR		
	14"ALUMINUM WHEELS & RIMS		
	LIGHTENING AUDIO STEREO		
	TWO-TONE GRAY SEATS		
	DISTANCE AGM BATTERY		
	E4 6.5KW MOTOR		
	2-BED W/SOLID SIDES		
	RUGGED FRONT BUMPER		
	RUGGED REAR BUMPER		
	DEALER INSTALLATION	370.00	370.00
	FREIGHT FROM FACTORY TO TMH	900.00	900.00
	DMV DOC PROCESSING FEE	85.00	85.00
	CA TIRE RECYCLING FEE	1.75	7.00
	LEAD-ACID BATTERY RCY FEE	1.00	8.00
	DMV REGISTRATION FEE		
	CITY OF MADERA - 476		172.05
	MADERA COUNTY LOCAL TAX		215.06
	CA STATE & COUNTY TAX		1,032.30

ARE YOUR FORKLIFT OPERATORS OSHA CERTIFIED?
Contact TMH Training Dept. at 1-800-527-3746.

Total 19,994.41

TOYOTA MATERIAL HANDLING NORTHERN CALIFORNIA

TOYOTA INDUSTRIAL EQUIPMENT | TAYLOR-DUNN® Commercial and Industrial Vehicles Since 1949 | Advance by Nilfisk-Advance

** PREVIEW **

Date	Customer P.O.	Br	Ship Date	Salesman	Customer	Document
7/02/19	CITY OF MADERA	005		MAGANA - HUFF	61168	MF00EX

Sold To CITY OF MADERA
1030 S Gateway Dr
MADERA CA 93637

559/661-5454

Ship To CITY OF MADERA
1030 S GATEWAY DR
MADERA CA 03637

Qty	Description	Each	Amount
1	GM	14,840.00	14,840.00
	L19U2NAFLA		
	NEW ELECTRIC VEHICLE		
	WHITE IN COLOR EM1400 LSV		
	POLY DOORS AND BACK PANEL		
	STANDARD MIRRORS FOR DOORS		
	POLY ROOF W/BEACON LIGHT		
	HEATER		
	AGM BATTERIES		
	MANUAL BOX LIFT		
	BED SIDES		
	DEALER INSTALLATION	370.00	370.00
	FREIGHT FROM FACTORY TO TMH	900.00	900.00
	FRONT COWL&SIDES WRAPPED BLACK	1,500.00	1,500.00
	DMV DOC PROCESSING FEE	85.00	85.00
	CA TIRE RECYCLING FEE	1.75	7.00
	LEAD-ACID BATTERY RCY FEE	1.00	6.00
	DMV REGISTRATION FEE		
	CITY OF MADERA - 476		148.40
	MADERA COUNTY LOCAL TAX		185.50
	CA STATE & COUNTY TAX		890.40

ARE YOUR FORKLIFT OPERATORS OSHA CERTIFIED?
Contact TMH Training Dept. at 1-800-527-3746.

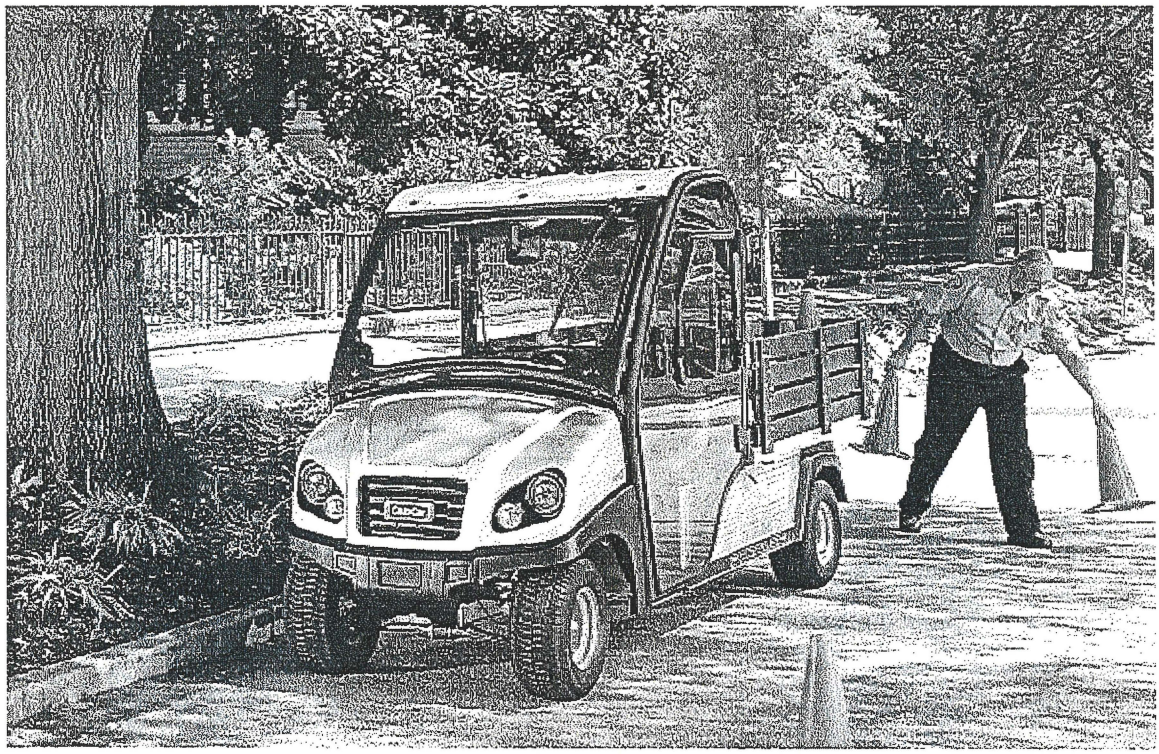
Total 18,932.30

NEW 2019 CARRYALL 710 Electric LSV Vehicle

DELIVERY INCLUDED.....3 year/3,000 hour limited warranty

Randy Collin **May 14, 2019**
City of Madera

CARRYALL 710 LSV WITH STAKESIDES SHOWN BELOW
Customer desires an aluminum cargo box mounted on back



New 2019 48 volt **ELECTRIC** Vehicle , cab with solid doors, Onboard charger, four wheel brakes, 12 volt power outlet, bucket seats, hour meter, mirrors, deluxe lights, 20 x 10 x 10 tires, cargo box, white body. See detailed pricing below.

Curb weight 1,765 lb, vehicle capacity 1,050 lb., bed capacity 850 lb.

City of Kansas City /U. S. Communities Pricing
Contract EV2024-02

Carryall 710 LSV	**$12,919.15**
Cargo Box option	**$ 723.35**
Heavy Duty Front brush guard	**$ 313.65**
Head, Tail , brake lights, turn signals, horn	**Included**
Extended range battery upgrade	**$ 611.15**
CPL Cab (windshield, wiper, fan, dome light	**Included**
Rearview mirror, driver mirror, console)	**Included**
Glass Doors with sliders in both doors	**$ 1,782.45**
Beacon strobe light	**$ 156.40**
Cab rear window with slider	**$ 565.25**
Subtotal	**$17,071.40**
Applicable Tax	**$ 1,408.39**
Subtotal	**$18,479.79**
+ Dealer Prep per agreement	**$ 600.00**
+ Incoming Freight to dealer per agreement	**$ 843.00**
Delivered Price	**$19,922.79**

Jim Solomon, Sales Manager
Central Valley Golf & Utility Vehicles
California Certified Small Business Enterprise # 2007293

Nick's
CUSTOM GOLF CARS AND UTILITY VEHICLES

Club Car®

2019 Carryall 710 LSV

Electric

Effective July 16, 2018

Description	Part Number	U.S. Suggested List Price	City of KC / U.S. Communities Price
CARRYALL 710 LSV			
Carryall 710 LSV: 400 amp AC drive, with 4-wheel hydraulic brakes	104031001	$15,199.00	$12,919.15
STANDARD EQUIPMENT:			
CPL Cab: Includes safety glass windshield, wiper, interior rear view mirror and driver side mirror, seatbelt, ROPS, canopy headliner, overhead console with dome light and ventilation fan	Included	No Charge	No Charge
Digital Instrument Panel- Speedometer, Odometer, Battery Gauge, Gear Indicator, Turn Signal indicator, Brake indicator, Speed Mode - Eco/Street	Included	No Charge	No Charge
On-Board Hi-Freq Charger with 15 foot (4.6m) Cord Reel	Included	No Charge	No Charge
White Cowl	Included	No Charge	No Charge
DOT Tires 6-ply rated - 20x10-10	Included	No Charge	No Charge
12V Powerpoint	Included	No Charge	No Charge
Electric Bed Lift	Included	No Charge	No Charge
Gray Bucket Seats	Included	No Charge	No Charge
DC-DC Converter, 25A	Included	No Charge	No Charge
Halogen Headlights	Included	No Charge	No Charge
Pedal Opening Weather Guard	Included	No Charge	No Charge
Reflector Package	Included	No Charge	No Charge
Backup Camera	Included	No Charge	No Charge
Tail Lights, Brake Lights, Turn Signals and Horn	Included	No Charge	No Charge
REQUIRED OPTIONS			
Front Body:			
White Cowl	105120003	No Charge	No Charge
Dark Green Cowl	105120001	No Charge	No Charge
Dark Gray Cowl	105120002	No Charge	No Charge
Bright Blue Cowl	105120004	No Charge	No Charge
Beige Cowl	105120006	$87.00	$73.95
Red Cowl	105120007	$87.00	$73.95
Black Cowl	105120008	$87.00	$73.95
Classic Blue Cowl	105120009	$87.00	$73.95
Titanium Silver Cowl	105120005	$127.00	$107.95
Custom Color Cowl	105120010	Quote	Quote
Rear Car Option:			
Cargo Box	105122103	$851.00	$723.35
Flat Bed	105122203	$225.00	$191.25
Stake Side Bed	105109601	$811.00	$689.35
Van Boxes:			
White Van Box, with 6 doors, Pre-Assembled	47620758002	$2,828.00	$2,403.80
Gray Van Box, with 6 doors, Pre-Assembled	47620758001	$2,828.00	$2,403.80
Headlights:			
Halogen Headlights	105122701	No Charge	No Charge
LED Headlight Upgrade	105122702	$221.00	$187.85
ACCESSORIES			
Add the optional equipment pricing below to the price of the standard vehicle, FOB Augusta, GA. All prices are applicable only to optional equipment purchased and shipped with new vehicle orders and include installation at the factory. Part numbers preceded with SVP are subject to change without notice. Please refer to the Custom Solutions price list for the most up to date pricing.			
Extended Range Battery Upgrade	105140401	$719.00	$611.15
Key Switches:			
Cab Vehicle Keyswitch	105148201	No Charge	No Charge
Trailer Hitch and Trailer Hitch Balls:			
Heavy Duty Trailer Hitch	101972901	$104.00	$88.40
Heavy Duty 2" Rear Receiver	102065101	$114.00	$96.90
Trailer Hitch Ball - 1 7/8"	1011546	$9.00	$7.65
Trailer Hitch Ball - 50mm	104033601	$29.00	$24.65
Front & Rear Guards:			
Heavy Duty Front Brushguard	47605991001	$369.00	$313.65
Front Fender Guards	105124001	$109.00	$92.65
Rear Fender Guard Kit	SVP707801	$302.00	$256.70
Headlight Guard for Heavy Duty Brushguard	105156301	$67.00	$56.95
Wheel Covers:			
5-Spoke Silver Wheel Cover (set of 4)	105106401	$72.00	$61.20
Number Decals:			
Standard Decal		$9.00	$7.65
Custom Decal		$23.00	$19.55
Single Point Watering System and Accessories:			
Single Point Battery Watering System	103497701	$302.00	$256.70
Hand Pump for Single Point System (order one for non-fleet/individual)	104006101	$76.00	$64.60
Deionizer water purification system (required one per fleet, comes with 1 filter cartridge and regulated hose)	105166801	$488.00	$414.80
Other Accessories:			
Differential Guard	105118701	$42.00	$35.70
Safety Triangle	103573901	$48.00	$40.80
Tailgate Tether Installation (Requires Cargo Box)	105127301	$52.00	$44.20
Aluminum Locking Toolbox, Cargo Box	101837502	$358.00	$304.30
Aluminum Toolbox, Flatbed	101837401	$377.00	$320.45

	Description	Part Number	U.S. Suggested List Price	City of KC / U.S. Communities Price
Van Box Accessories:				
	LED Interior Light Kit	SVP1161801	$252.00	$214.20
	High mount Brake light and reverse lights. Requires either standard or deluxe lights.	SVP1154801	$261.00	$221.85
	Heavy Gauge Aluminum Shelf	SVP1154701	$312.00	$265.20
	Top Mount Double Ladder Rack Kit	SVP1155101	$417.00	$354.45
VersAttach Accessories:				
	VersAttach Rail Mount (Pair, Included in kits below)	105160401	$40.00	$34.00
	VersAttach Tie Down (Pair)	105160901	$49.00	$41.65
	VersAttach Bucket Holder (Single)	105160501	$62.00	$52.70
	VersAttach Flex Grip Single Tool Holder (Pair for Light tools)	105161101	$82.00	$69.70
	VersAttach Multi-tool Holder (Pair, Holds 3 Long Handle Tools)	105160801	$82.00	$69.70
	VersAttach Bed Sub Divider (to be used with Bed Divider)	105161301	$82.00	$69.70
	VersAttach Ratcheting Grip Tool Holder (Pair, for Trimmers)	105161001	$92.00	$78.20
	VersAttach Bed Divider (Single)	105161201	$139.00	$118.15
	VersAttach Leaf Blower Holder (Single)	105161401	$175.00	$148.75
	VersAttach Ladder Rack (Pair)	105161501	$359.00	$305.15
	VersAttach Poly Tool Box	105161601	$349.00	$296.65
Cab Accessories				
Add the accessory pricing below to the price of the standard vehicle, FOB Augusta, GA. All prices are applicable only to accessories purchased and shipped with new vehicle orders. Prices do not include installation at the factory. Part numbers preceeded with SVP are subject to change without notice. Please refer to Custom Solutions price list for the most up to date pricing.				
Cab Doors (Only Pick One):				
	Cab Doors, Soft Framed	105097401	$1,328.00	$1,128.80
	Cab Doors, Glass (Driver side slider window)	105097301	$1,738.00	$1,477.30
	Cab Doors, Glass Deluxe (Slider in both Doors)	105245901	$2,097.00	$1,782.45
	Metal Cab Door	SVP1138501	$2,720.00	$2,312.00
Cab Windows:				
	Cab Solid Rear Window	47552862001	$317.00	$269.45
	Cab Rear Window with Slider Window	47552863001	$665.00	$565.25
Cab Accessories:				
	Cab Passenger Side Mirror Kit	105098502	$99.00	$84.15
	Cab Door Hold-Open Ventilation Kit	105097501	$153.00	$130.05
	Cab Warning Beacon Strobe Kit	105098401	$184.00	$156.40
	Cab Front Window Washer Kit	105098101	$229.00	$194.65
	Cab Rear Window Protector Kit	47552864001	$256.00	$217.60
	Cab Front LED Work Lights Kit	105098201	$307.00	$260.95
	Cab Rear LED Work Lights Kit	105098301	$307.00	$260.95
	Cab Heater/Defogger Kit (Electric Cars)	SVP807801	$927.00	$787.95

The company reserves the right to make design changes in its products without obligation to make these changes on units previously sold. Pricing is FOB Augusta, GA, does not include crating charges and is subject to change without notice. All orders are subject to acceptance by Club Car LLC

Post Office Box 204658 Augusta, Georgia 30917-4658 Telephone: (706) 863-3000 Fax: (706) 860-7231

REPORT TO CITY COUNCIL

RETURN TO AGENDA

Approved by:

Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: July 17, 2019

Agenda Number: C-4

SUBJECT:

Consideration of a Resolution Authorizing the Continued Investment of Monies into the Local Agency Investment Fund (LAIF) and Designating Officers Authorized to Sign on the Account

RECOMMENDATION:

Staff recommends that the City Council (Council) adopt the Resolution authorizing the continued investment of monies into the LAIF and designating the officers authorized to sign on the account.

DISCUSSION:

The LAIF is a voluntary investment alternative for California's local governments and is administered by the State Treasurer under Government Code 16429.1 et seq. The LAIF program offers local agencies the opportunity to participate in a major portfolio, which invests hundreds of millions of dollars, using the investment expertise of the State Treasurer's Office professional investment staff at no additional cost to the taxpayer. Multiple oversight boards monitor the activities of LAIF and transactions are audited daily. There are currently over 2,000 agencies participating with deposits in excess of $24 billion.

Due to the nature of cash inflows and outflows, the City frequently has the need to temporarily invest excess cash for varying lengths of time. Participation in LAIF provides a safe, secure means to safeguard the cities monies while earning a competitive interest rate. The quick turnaround time for deposits and withdrawals allows the City considerable flexibility in earning a return on investment while still maintaining sufficient cash flow. The rate of return is comparable to what is available on the open market. LAIF requires a resolution from each participating agency as well as a list of the officers allowed to conduct business with LAIF. The last resolution approved by Council was in 2013. The officers identified included the City Administrator, Director of Community Development, Director of Financial Services, and Financial Services Manager. Since that time, the City Administrator position has been renamed City Manager, the Director of Community Development position is vacant, and the Director of Financial Services position is

filled on an interim basis by the Financial Services Manager leaving the Financial Services Manager position vacant. LAIF transactions require two-person involvement to process all deposits and withdrawals and currently only one of the authorized positions is filled. If Council wishes to continue to participate in the LAIF pool, it is imperative that the City update the list of authorized positions to reflect current job titles/officers so that future transactions can be processed. The officers/positions being recommended are:

- City Manager
- Director of Financial Services
- Financial Services Manager
- Director of Human Resources.

FINANCIAL IMPACT: None.

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.

ALTERNATIVES: The Council may request additional information or may elect alternative personnel as those proposed.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA, AUTHORIZING CONTINUED INVESTMENT OF MONEY IN THE LOCAL AGENCY INVESTMENT FUND AND DESIGNATING OFFICERS AUTHORIZED TO SIGN ON THE ACCOUNT

WHEREAS, the Local Agency Investment Fund (LAIF) is established in the State Treasury under Government Code section 16429.1 et. seq. for the deposit of money of a local agency for purposes of investment by the State Treasurer; and

WHEREAS, the City Council (Council) hereby finds that the continued deposit and withdrawal of money in LAIF in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein is in the best interests of the City of Madera;

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

1. The above recitals are true and correct.

2. The Council hereby authorizes the continued deposit and withdrawal of the City of Madera monies in the Local Agency Investment Fund in the State Treasury in accordance with Government Code section 16429.1 et. seq. for the purpose of investment as provided therein.

3. The officers holding the title(s) specified in Exhibit AA to this resolution or their successors in office are each hereby authorized to order the deposit or withdrawal of monies in LAIF and may execute and deliver any and all documents necessary or advisable in order to effectuate the purposes of this resolution and the transactions contemplated hereby.

4. This resolution shall remain in full force and effect until rescinded by the Council by resolution and a copy of the resolution rescinding this resolution is filed with the State's Treasurer's Office.

5. A signed copy of the resolution shall be forwarded to the Finance Department who shall notify LAIF of the identity of the authorized signers as shown in Exhibit AA to this resolution.

6. This resolution is effective immediately upon adoption.

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Exhibit AA

List of Authorized Officers/Signers on the City of Madera LAIF Account

City Manager

Director of Financial Services

Financial Services Manager

Director of Human Resources