

Regular Meeting of the Madera City Council

205 W. 4th Street, Madera, California 93637

NOTICE AND AGENDA

Wednesday, October 21, 2020
6:00 p.m.

Council Chambers
City Hall

This meeting will be conducted pursuant to the provisions of the Governor's Executive Order which suspends certain requirements of the Ralph M. Brown Act. The City Council meeting will be live streamed on the City's website. Members of the public may participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 983 0966 3421# followed by *9 on your phone to speak. Comments will also be accepted via email at citycouncilpubliccomment@madera.gov or by regular mail at 205 W. 4th Street, Madera, CA 93637.

CALL TO ORDER:

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

INVOCATION: Pastor Lance Leach, Valley West Christian Center

PLEDGE OF ALLEGIANCE:

APPROVAL OF AGENDA:

PUBLIC COMMENT:

The first 15 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.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS:

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department)
2. Proclamation Recognizing Pedestrian Safety Month and Virtual Walk to School Day

INTRODUCTIONS: None

A. WORKSHOP: None

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 – 8/19/20

Recommendation: Approve the City Council Minutes of August 19, 2020

B-2 Informational Report on Register of Audited Demands for September 26, 2020 to October 9, 2020

Recommendation: No Action Required (Report by Roger Sanchez)

B-3 Informational Report on Contract City Attorney Service Expenditures

Recommendation: No Action Required (Report by Arnoldo Rodriguez)

B-4 Antenna and Equipment Space Lease Renewal at the Madera Municipal Airport

Recommendation: Adopt a Resolution Approving the Antenna and Equipment Space Lease Renewal with the Federal Aviation Administration at the Madera Municipal Airport (Report by Daniel Foss)

B-5 Authority to Accept \$16,750.00 from MV Transportation, Inc. as Payment in Full for Damage to City Bus 34

Recommendation: City Council Approve Property Damage Release Agreement with MV Transportation, Inc. (Report by Wendy Silva)

B-6 Amend Fiscal Year 2020/21 Budget for Community Development Block Grant (CDBG) COVID 19 Funding

Recommendation: Adopt a Resolution to Amend the FY 2020/21 Budget for CDBG COVID-19 Funding in the Amount of \$536,338 (Report by Ivette Iraheta)

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS:

D-1 Agreement with NBS Consultants for the Preparation of the Water, Sewer, Storm Drainage and Solid Waste Rate Studies

Recommendation: Adopt a Resolution that Approves a Contract with NBS Consultants for Consulting Services to Prepare a Rate Study for the Water, Sewer, Storm Drainage and Solid Waste Utilities (Report by Roger Sanchez)

D-2 Actions Relating to Varbella Estates II Subdivision (Tract No. 20-S-01):

Recommendation: 1) Adopt Resolution:

- a. Approving the Final Map for the Varbella Estates II Subdivision
- b. Approving Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01)
- c. Authorizing Staff to record the Final Map and Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01)
- d. Accepting the Dedication of Land for Public Use; and

2) Adopt Resolution:

- a. Approving Annexation of the Varbella Estates II Subdivision (Tract No. 20-S-01) into Zone of Benefit 39 of City-Wide Landscape Maintenance District; Confirming the Diagram and Assessment for FY 2021/22 and Authorizing the City Clerk to File the Diagram with the Madera County Auditor (Report by Keith Helmuth)

D-3 Agreement for Special Counsel Legal Services with Abbott & Kindermann, Inc.

Recommendation: Adopt a Resolution Approving the Agreement for Special Counsel Legal Services with Abbott & Kindermann, Inc. (Report by Arnoldo Rodriguez)

D-4 Purchase of Real Property Located at 103 East Yosemite Avenue (APN: 007-101-011)

Recommendation: 1) Adopt a Resolution

- a. Approving the Agreement for Purchase of Real Property Located at 103 East Yosemite Avenue (APN: 007-101-011) for \$275,000 plus an Estimated \$10,000 for Closing Costs
- b. Accepting the Grant Deed
- c. Amending the City's 2020/21 Budget to Reflect Expenditures Related to the Property Purchase (Report by Keith Helmuth)

D-5 Proposition 68 Program Application for Statewide Park Development and Community Revitalization Program

Recommendation: 1) Adopt a Resolution Approving the Program Application for Statewide Development and Community Revitalization Program for the Sunrise Rotary Park and Sports Complex Project; and

2) Adopt a Resolution Approving the Program Application for Statewide Park Development and Community Revitalization Program for the Olive Avenue Park Project (Report by John Scarborough)

E. ADMINISTRATIVE REPORTS:

E-1 Madera County Transportation Commission FY 2020-2021 Unmet Transit Needs Report

Recommendation: Informational Only (Report by Ivette Iraheta)

E-2 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic

Recommendation: Deliberation and Direction Given from Council (Report by Arnoldo Rodriguez)

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

This portion of the meeting is reserved for the Mayor and Councilmembers (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items., and (iv) to take action on matters initiated under this section of the agenda. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.

G. CLOSED SESSION:

G-1 Conference with Legal Counsel – Anticipated Litigation

Initiation of Litigation Pursuant to Government Code Section 54956.9 (d)(4)

One Case: City of Madera v. High Speed Rail Authority

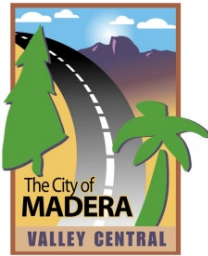
ADJOURNMENT: – Next regular meeting on November 4, 2020

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- Please silence or turn off cell phones and electronic devices while the meeting is in session.
 - Regular meetings of the Madera City Council are held the 1st and 3rd Wednesday of each month at 6:00 p.m. in the Council Chambers at City Hall.
 - Any writing related to an agenda item for the open session of this meeting distributed to the City Council less than 72 hours before this meeting is available for inspection at the City of Madera Office of the City Clerk, 205 W. 4th Street, Madera, California 93637 during normal business hours.
 - The meeting room is accessible to the physically disabled, and the services of a translator can be made available. Request for additional accommodations for the disabled, signers, assistive listening devices, or translators needed to assist participation in this public meeting should be made at least seventy-two (72) hours prior to the meeting. Please call the Human Resources Office at (559) 661-5401. Those who are hearing impaired may call 711 or 1-800-735-2929 for TTY Relay Service.
 - Questions regarding the meeting agenda or conduct of the meeting, please contact the City Clerk's office at (559) 661-5405.
 - Para asistencia en español sobre este aviso, por favor llame al (559) 661-5405.
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I, Alicia Gonzales, 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 October 21, 2020 near the front entrances of City Hall and on the City's website www.madera.gov at 5:15 p.m. on October 15, 2020.



Alicia Gonzales, City Clerk



Item:	B-1
Minutes for:	08/19/2020
Adopted:	10/21/2020

**Minutes of a Regular Meeting of the Madera City Council and
Special Meeting of the Madera City Council as Successor Agency to the
Former Redevelopment Agency**

**August 19, 2020
6:00 p.m.**

**Council Chambers
City Hall**

This meeting was conducted pursuant to the provisions of the Governor's Executive Order which suspend certain requirements of the Ralph M. Brown Act. The City Council meeting was live streamed on the City's website. Members of the public were able to participate in the meeting remotely through an electronic meeting via phone by dialing (669) 900-6833 enter ID: 928 0724 6468# followed by *9 on their phone to speak. Comments were also be accepted via email at citycouncilpubliccomment@madera.gov and by regular mail at 205 W. 4th Street, Madera, CA 93637.

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

ROLL CALL

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

Absent: Councilmember Donald E. Holley, District 6

Others present were City Manager Arnolando Rodriguez, City Clerk Alicia Gonzales, City Attorney Hilda Cantu Montoy, Chief Building Official Steven Woodworth, City Engineer Keith Helmuth, Financial Services Director Roger Sanchez, Fire Division Chief Matt Watson, Grants Administrator Ivette Iraheta, Human Resources Director Wendy Silva, Information Services Manager Mark Souders, Planning Manager Gary Conte, Chief of Police Dino Lawson, Interim Public Work Director Dan Foss, and Deputy City Engineer Ellen Bitter.

INVOCATION: Councilmember Robinson

PLEDGE OF ALLEGIANCE: Mayor Medellin

LATE DISTRIBUTION ANNOUNCEMENT: City Clerk Alicia Gonzales

Pursuant to Government Code Section 54957, members of the public are advised that less than 72 hours prior to this evening's meeting, Items B-9 and D-3 were distributed to the Council after the agenda packet was finalized. Members of the public wishing to view or obtain a copy of this item may do so by visiting the City of Madera meeting and agenda page located on our website.

APPROVAL OF AGENDA

On Motion by Councilmember Rodriguez and Seconded by Councilmember Gallegos, the Amended Agenda to table Item B-3 to the September 2, 2020 Council Meeting was approved by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

PUBLIC COMMENT

The first 15 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.

No public comment was submitted. Public Comment was closed.

WRITTEN COMMUNICATIONS: None

PRESENTATIONS

1. Department of Public Health Update on COVID-19 (Report by Madera County Public Health Department Director Sara Bosse)

INTRODUCTIONS: None

A. WORKSHOP

A-1 Limitations on Political Activities of City Elected Officials and Employees

City Attorney Hilda Cantù Montoy summarized the report.

A-2 Status Update on Coordination with the Madera Irrigation District on the Airport Basin located near the Northeast Corner of Avenue 16 and Condor Drive

City Manager Arnoldo Rodriguez summarized the report.

A-3 Water, Sewer, Storm Drainage and Solid Waste Rate Studies: RFP No. 202021-01

Financial Services Director Roger Sanchez summarized the report.

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.

On Motion by Councilmember Rodriguez and Seconded by Councilmember Montes, the Consent Calendar was approved by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

B-1 Minutes – 06/17/20

B-2 Informational Report on Register of Audited Demands for July 25, 2020 to August 7, 2020

B-3 Informational Report on Contract City Attorney Service Expenditures

Item was tabled to the September 2, 2020 Council meeting during agenda approval section.

B-4 Applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year 2020/21 - Adopt a Resolution Authorizing the Submittal of LTF and STA Applications for TDA funding to the Madera County Transportation Commission (MCTC)

Res 20-115 A Resolution of the City Council of the City of Madera, California approving applications for Transportation Development Act (TDA) – Local Transportation Funds (LTF) and State Transit Assistance (STA) Funds for Fiscal Year (FY) 2020/21 and authorizing the City Engineer to execute and submit the applications to Madera County Transportation Commission (MCTC)

B-5 Acceptance of a Grant Award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program (STEP) - 1) Accept the Grant Award in the Amount of \$85,000 on behalf of the City; and 2) Amend the City's 2020/21 Budget to Reflect Revenues and Expenditures related to the Grant

Res 20-116 A Resolution of the City Council of the City of Madera, California, designating the City Manager as the Authorizing Official to accept the grant award from the State of California Office of Traffic Safety Selective Traffic Enforcement Program in the amount of \$85,000

Res 20-117 A Resolution of the City Council of the City of Madera, California, authorizing and approving amendments to the City of Madera Fiscal Year 2020/2021 Budget

B-6 Federal Transit Administration Grant Application for Transit Capital Assistance - Adopt a Resolution Authorizing Submittal of a Grant Application in the Amount of \$157,396 to the Federal Transit Administration (FTA)

Res 20-118 Resolution authorizing the filing of applications with the Federal Transit Administration, an Operating Administration of the United States Department of Transportation, for Federal Transportation assistance authorized by 49 U.S.C. Chapter 53; Title 23, United States Code, or other Federal Statutes administered by the Federal Transit Administration

- B-7 Caltrans Sustainable Transportation Planning Grant for the Madera Transit Plan** - 1) Adopt a Resolution to Accept the California Department of Transportation Sustainable Transportation Planning Grant in the Amount of \$100,000; and 2) Amend the City's 2020/21 Budget to Reflect Revenues and Expenditures related to the Grant

Res 20-119 A Resolution of the City Council of the City of Madera, California authorizing approval of the Sustainable Transportation Grant Agreement between Caltrans Department of Transportation and City of Madera for the Madera Transit Plan

- B-8 Adoption of an Ordinance Amending the Madera Municipal Code Relating to Deposits for Utility Services** - Waive Full Reading and Adopt an Ordinance of the City of Madera Amending the Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Section 8-7.06 (C) and (D) of the Madera Municipal Code Relating to Deposits for Utility Services

Ord 975 C.S. An Ordinance of the City Council of the City of Madera, California amending Title VIII: Finance, Revenue, and Taxation, Chapter 7: Municipal Utilities, Sections 8-7.06 (C) and (D) of the Madera Municipal Code relating to Deposits for Utility Services

- B-9 Agreement with Self-Help Enterprises to Ensure Precise Plan Compliance (Sugar Pine Village)** - Approve a Minute Order Authorizing City Manager to Enter into an Agreement, Subject to Approval as to Legal Form by the City Attorney, with Self-Help Enterprises to Ensure Site Plan to Comply with Conditions of Approval for Precise Plan PPL 2018-07 Previously Approved for the City Sugar Pine Village

C. PUBLIC HEARINGS: None

D. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AND AGREEMENTS

- D-1 Avenue 13 Interceptor Sewer Rehabilitation Informational Report and Capital Improvement Program Budget Amendment** – Adopt a Resolution Approving a Funding Amendment Appropriating \$400,000 in Sewer Funds to the FY 2020/21 Capital Projects Budget for the Avenue 13 Sewer Interceptor Rehabilitation Project, City Project SS-00014

Deputy City Engineer Ellen Bitter summarized the report.

On Motion by Councilmember Gallegos and Seconded by Councilmember Montes, Item D-1 was approved by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

Res 20-120 A Resolution of the City Council of the City of Madera, approving funding amendment appropriating \$400,000 to the City of Madera Fiscal Year (FY) 2020/21 Capital Projects Budget for the Avenue 13 Interceptor Sewer Main Rehabilitation, City Project No. SS-00014

- D-2 Dedication of the Playground at Centennial Park in Honor of Thaddeus Sran** - Adopt a Resolution Dedicating the Playground at Centennial Park in Honor of Thaddeus Sran

On Motion by Councilmember Garcia and Seconded by Councilmember Rodriguez, Item D-2 was approved by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

Res 20-121 A Resolution of the City Council of the City of Madera, California dedicating the playground at Centennial Park in Honor of Thaddeus Sran

- D-3 Sale of Manufactured Unit located at 1218 E. Cleveland Avenue, Space #4** – Approve a Minute Order Accepting a Purchase Offer in the Amount of \$32,000 for a Manufactured Unit currently located at 1218 E. Cleveland Avenue, Space #4

On Motion by Councilmember Montes and Seconded by Councilmember Robinson, Item D-3 was approved by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

E. ADMINISTRATIVE REPORTS

- E-1 Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic** - Deliberation and Direction Given from Council

F. COUNCILMEMBER REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS:

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Councilmember Robinson had nothing to report.

Councilmember Gallegos had nothing to report.

Mayor Pro Tem Garcia stated that Public Service Announcements (PSAs) will be made at the City and County levels regarding the CDBG (HUD) process regarding funds received and distributed to small businesses by the Chamber of Commerce and Downtown Association.

Mayor Pro Tem Garcia asked everyone to complete their Census 2020 by the end of September.

Mayor Pro Tem Garcia asked everyone to protect themselves from the heat and stay hydrated.

Councilmember Rodriguez had nothing to report.

Councilmember Montes had nothing to report.

Mayor Medellin stated Councilmember Holley is not present; he is with family as he is still grieving and feels the love and prayers. Mayor Medellin stated that Councilmember Holley extends his heartfelt thank you to those who reached out to him.

Mayor Medellin stated although there may not be fires in Madera, CALFire is still working. They are spread very thin right now. He added, please say a prayer for CalFire to keep them safe and bring them home. Tomorrow morning, the Ministerial Association will be praying for the Police Department and Sheriff's Department to show appreciation. The Ministerial Association will also be praying for CALFire, Highway Patrol, the ambulance service and others at a future date. Mayor Medellin thanked the Ministerial Association.

G. CLOSED SESSION

G-1 Conference with Legal Counsel – Anticipated Litigation: Significant Exposure to Litigation Pursuant to Government Code §54956.9(d)(2)

1. Worker's Compensation Claim: Juan Mondragon

Per City Attorney Hilda Cantu Montoy, Item G-1 was approved for a stipulated award of \$6,960.00 by a Vote of 6/0. Ayes: Mayor Medellin, Councilmembers Garcia, Gallegos, Rodriguez, Montes, and Robinson. Noes: None. Absent: Councilmember Holley. Abstain: None.

G-2 Public Employee Performance Evaluation – Pursuant to Government Code §54957(b)(1)

Title: City Clerk

G-3 Conference with Real Property Negotiators - Pursuant to Government Code §54956.8

Property: 1 Parcel
City of Madera APN: 035-080-026
Agency Negotiators: Keith Helmuth
Negotiating Party: Jason Sanders
Under Negotiations: Price and Terms

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

City Attorney Hilda Cantu Montoy stated that Item G-4 was removed from the agenda.

Successor Agency Property(s): 7 Parcels
City of Madera APNs: 008-143-003, 008-143-021, 008-143-020, 008-143- 019, 008-143- 018, 008-143-001, 007-142-001
Agency Negotiator(s): Arnoldo Rodriguez
Negotiating Party: Rick Amerine
Under Negotiations: Price and Terms

G-5 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Property: 1 Parcel; City of Madera APNs: 007-101-011
Agency Negotiator(s): Arnoldo Rodriguez
Negotiating Party: Susan Savage

Under Negotiations: Price and Terms

G-6 Conference with Real Property Negotiators – Pursuant to Government Code §54956.8

Property: 1 Parcel

City of Madera APNs: 012-054-014

Agency Negotiator(s): Arnoldo Rodriguez

Negotiating Party: County of Madera

Under Negotiations: Price and Terms

City Attorney Hilda Cantu Montoy made the Closed Session Announcement at 7:51 p.m. She stated that Item G-4 was removed from the agenda.

Council returned from closed session at 9:56 p.m. with all six (6) Councilmembers present as Councilmember Holley was absent.

City Attorney Hilda Cantu Montoy stated there was one item to report. Item G-1 Worker's Compensation Claim: Juan Mondragon. A stipulated award of \$6,960 was approved by a Vote of 6/0. Councilmember Holley was absent.

ADJOURNMENT – The meeting was adjourned at 9:57 p.m. Next regular meeting September 2, 2020.

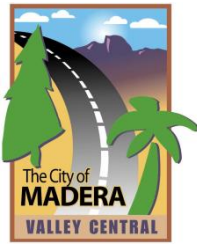
CONSISTENCY WITH THE VISION MADERA 2025 PLAN

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.

ALICIA GONZALES, City Clerk

ANDREW J. MEDELLIN, Mayor

MINUTES PREPARED BY
ZELDA LEON, Deputy City Clerk



REPORT TO CITY COUNCIL

Approved by:

Department Director

City Manager

Council Meeting of: October 21, 2020

Agenda Number: B-2

SUBJECT:

Informational Report on Register of Audited Demands

RECOMMENDATION:

Review Register of Audited Demands Report for September 26, 2020 to October 9, 2020.

SUMMARY:

The Register of Audited Demands for the City covering obligations paid during the period of September 26, 2020 to October 9, 2020 is contained in the attachment and summarized in the following tables.

<i>Table 1: Warrant Distribution Summary</i>		
<i>Description</i>	<i>Check #'s</i>	<i>Amount</i>
<i>General Warrant</i>	27776 - 27862	\$1,178,619.10

<i>Table 2: Wire Transfer Summary</i>		
<i>Description</i>	<i>Vendor</i>	<i>Amount</i>
<i>Payroll and Taxes</i>	Union Bank	\$604,359.18
<i>SDI</i>	EDD	\$1,990.57
<i>CalPERS Payment</i>	CalPERS	\$260,861.07

DISCUSSION:

Warrant requests are processed weekly based on the adopted Fiscal Year 2019/2020 and Fiscal Year 2020/2021 budgets and released for payment every Monday. Each demand has been audited and the Finance Director hereby certifies as to their accuracy and that there were sufficient funds for their payment. Per the request of 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 2019/2020 and 2020/2021 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
October 21, 2020

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27776	09/28/2020	HR	CITY CLERK	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE SEPTEMBER 2020	\$ 21.50
27776	09/28/2020	HR	INS/RISK MGT	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE SEPTEMBER 2020	\$ 258.00
27776	09/28/2020	HR	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE SEPTEMBER 2020	\$ 3,934.50
27776	09/28/2020	HR	PD ADMIN	ADMINISTRATIVE SOLUTIONS	MONTHLY ADMINISTRATIVE FEE SEPTEMBER 2020	\$ 21.50
27777	09/28/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ADMIN FEES FOR SEPTEMBER 2020	\$ 168.00
27778	09/28/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	MEDICAL & CHILD CARE EXP ACCT	\$ 1,076.70
27779	09/28/2020	FINANCE	PAYROLL TRUST	ADMINISTRATIVE SOLUTIONS	ASI MEDICAL PART A FOR CLAIMS SEPT 2020	\$ 28,880.68
27780	09/28/2020	ENGINEERING	ENGINEERING	AKEL ENGINEERING GROUP, INC.	PECAN AVE TEMPORARY SEWER CONNECTION	\$ 2,482.50
27781	09/28/2020	FINANCE	FINANCE	AMERICAN BUSINESS MACHINES	TONER	\$ 1,091.58
27782	09/28/2020	HR	INS/RISK MGT	AMERITAS LIFE INSURANCE CORP.	OCTOBER 2020 DENTAL INSURANCE	\$ 470.36
27782	09/28/2020	HR	PAYROLL TRUST	AMERITAS LIFE INSURANCE CORP.	OCTOBER 2020 DENTAL INSURANCE	\$ 14,240.92
27783	09/28/2020	FINANCE	WATER FUND	AR REFUNDS	METER 21 DEPOSIT REFUND	\$ 1,700.00
27784	09/28/2020	FINANCE	AIRPORT OPS	AT&T	08/20 SERVICE 831-000-6408 576	\$ 584.04
27784	09/28/2020	FINANCE	BUILDING	AT&T	08/20 SERVICE 831-000-6408 576	\$ 118.85
27784	09/28/2020	FINANCE	CITY ATTORNEY	AT&T	08/20 SERVICE 831-000-6408 576	\$ 38.71
27784	09/28/2020	FINANCE	CITY CLERK	AT&T	08/20 SERVICE 831-000-6408 576	\$ 32.60
27784	09/28/2020	FINANCE	CODE ENF	AT&T	08/20 SERVICE 831-000-6408 576	\$ 651.27
27784	09/28/2020	FINANCE	COMM & REC	AT&T	08/20 CALNET 3 SERVICE 9391026396	\$ 137.16
27784	09/28/2020	FINANCE	COMM & REC	AT&T	08/20 SERVICE 831-000-6408 576	\$ 1,819.35
27784	09/28/2020	FINANCE	COMPUTER MAINT	AT&T	08/20 SERVICE 831-000-6408 576	\$ 122.92
27784	09/28/2020	FINANCE	ENGINEERING	AT&T	08/20 SERVICE 831-000-6408 576	\$ 273.00
27784	09/28/2020	FINANCE	FINANCE	AT&T	08/20 SERVICE 831-000-6408 576	\$ 93.04
27784	09/28/2020	FINANCE	FIRE	AT&T	08/20 SERVICE 831-000-6408 576	\$ 1,168.76
27784	09/28/2020	FINANCE	GRANT OVERSIGHT	AT&T	08/20 SERVICE 831-000-6408 576	\$ 114.09
27784	09/28/2020	FINANCE	HR/RISK MGT	AT&T	08/20 SERVICE 831-000-6408 576	\$ 77.42
27784	09/28/2020	FINANCE	PD ADMIN	AT&T	08/20 SERVICE 831-000-6408 576	\$ 651.27
27784	09/28/2020	FINANCE	PLANNING	AT&T	08/20 SERVICE 831-000-6408 576	\$ 99.83
27784	09/28/2020	FINANCE	SR CITIZEN	AT&T	08/20 CALNET 3 SERVICE 9391026398	\$ 21.81
27784	09/28/2020	FINANCE	SR CITIZEN	AT&T	08/20 CALNET 3 SERVICE 9391026403	\$ 24.64
27784	09/28/2020	FINANCE	UB - GARBAGE	AT&T	08/20 SERVICE 831-000-6408 576	\$ 226.82
27784	09/28/2020	FINANCE	UB - SEWER	AT&T	08/20 SERVICE 831-000-6408 576	\$ 226.82
27784	09/28/2020	FINANCE	UB - WATER	AT&T	08/20 SERVICE 831-000-6408 576	\$ 453.65
27784	09/28/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391026401	\$ 21.81
27784	09/28/2020	FINANCE	MEAS K - PD	AT&T	08/20 CALNET 3 SERVICE 9391059143	\$ 1,096.86
27784	09/28/2020	FINANCE	CITY MANAGER	AT&T	08/20 SERVICE 831-000-6408 576	\$ 38.71
27785	09/28/2020	PLANNING	PLANNING	BLDING/PLAN REFND	PERMIT APPLICATION REFUND	\$ 1,650.00

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27786	09/28/2020	HR	CITY CLERK	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE OCTOBER 2020	\$ 536.52
27786	09/28/2020	HR	INS/RISK MGT	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE OCTOBER 2020	\$ 6,171.09
27786	09/28/2020	HR	PAYROLL TRUST	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE OCTOBER 2020	\$ 213,979.74
27786	09/28/2020	HR	PD ADMIN	BLUE SHIELD OF CALIFORNIA	CITY PAID EE HEALTHCARE OCTOBER 2020	\$ 536.52
27787	09/28/2020	FINANCE	PAYROLL TRUST	CA DEPARTMENT OF CHILD SUPPORT	CHILD SUPPORT DEDUCTIONS	\$ 1,671.66
27788	09/28/2020	PD	PD ADMIN	CENTRAL VALLEY TOXICOLOGY INC.	TOXICOLOGY REPORT	\$ 210.00
27789	09/28/2020	FINANCE	AIRPORT OPS	CITY OF MADERA	TRANSFER DEPOSIT TO AR ACCT	\$ 140.00
27789	09/28/2020	FINANCE	AIRPORT OPS	CITY OF MADERA	TRANSFER DEPOSIT TO AR ACCT	\$ 150.00
27790	09/28/2020	FINANCE	PAYROLL TRUST	COLONIAL LIFE & ACCIDENT INSURANCE CO	EMPLOYEE LIFE INSURANCE	\$ 928.70
27791	09/28/2020	HR	HR/RISK MGT	CONCENTRA MEDICAL CENTERS	PRE-EMPLOYMENT PHYSICAL	\$ 174.50
27791	09/28/2020	STREETS	STREETS	CONCENTRA MEDICAL CENTERS	DOT RECERTIFICATION	\$ 64.50
27792	09/28/2020	WATER	WATER QC	DELLAVALLE LABORATORY, INC.	WATER SAMPLES	\$ 2,069.00
27793	09/28/2020	FLEET	FLEET ACQ	DOWNTOWN FORD SALES	2020 FORD F-350	\$ 62,909.17
27794	09/28/2020	ENGINEERING	ENGINEERING	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 20.94
27794	09/28/2020	ENGINEERING	MEAS T - RTP	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 30.80
27794	09/28/2020	ENGINEERING	MEAS T - ENVIRO	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 6.77
27795	09/28/2020	GRANTS	CDBG PUBLIC	HABITAT FOR HUMANITY FRESNO INC.	REIMBURSEMENT FOR EXPENSES	\$ 14,019.41
27796	09/28/2020	FINANCE	PARKS	JUAN HERNANDEZ	BANK FEE REFUND	\$ 12.00
27797	09/28/2020	FINANCE	PAYROLL TRUST	M A C E A	SEPTEMBER 2020 MONTHLY DUES	\$ 1,950.00
27798	09/28/2020	FINANCE	PAYROLL TRUST	M P O A	SEPTEMBER 2020 MONTHLY DUES	\$ 7,735.44
27799	09/28/2020	FINANCE	PAYROLL TRUST	M.C.E.A.	SEPTEMBER 2020 MONTHLY DUES	\$ 365.00
27800	09/28/2020	FINANCE	PAYROLL TRUST	MADERA CO SHERIFF-CIVIL DIVISION	SHERIFF GARNISHMENT ORDER	\$ 186.00
27801	09/28/2020	UB - WATER	PD ADMIN	MADERA COUNTY TREASURER	COUNTY'S PORTION OF PARKING PENALTIES AUG	\$ 1,458.50
27802	09/28/2020	WATER	WATER OPS	MADERA PUMPS, INC.	WORK AT WELL 30	\$ 1,473.64
27803	09/28/2020	GRANTS	CALHOME	MEADOWS MOBILE HOME PARK	CALHOME RENT AND STORAGE FEES SEPT 2020	\$ 1,451.48
27804	09/28/2020	FINANCE	PAYROLL TRUST	MID-MGMT EMPLOYEE GROUP	SEPTEMBER 2020 MONTHLY DUES	\$ 600.00
27805	09/28/2020	CITY ADMIN	CITY ATTORNEY	MONTOY LAW CORPORATION	CITY ATTORNEY CONTRACTED LEGAL SERVICES	\$ 27,198.00
27806	09/28/2020	GRANTS	TRANS - FIXED	MV TRANSPORTATION, INC.	JULY 2020 TRANSIT OPERATOR SERVICES	\$ 64,200.48
27806	09/28/2020	GRANTS	TRANS - DAR	MV TRANSPORTATION, INC.	JULY 2020 TRANSIT OPERATOR SERVICES	\$ 29,884.46
27807	09/28/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 8,212.27
27808	09/28/2020	FINANCE	PAYROLL TRUST	N.P.C.-ORCHARD TRUST COMPANY	EE DEFERRED COMP CONTRIBUTIONS	\$ 1,022.96
27809	09/28/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 1,506.00
27810	09/28/2020	WATER	WATER OPS	OVERHEAD DOOR CO. OF FRESNO, LLP	SERVICE DOOR	\$ 682.50
27811	09/28/2020	FINANCE	ZONE 34B	PACIFIC GAS & ELECTRIC	08/20 SERVICE 0443905948-8	\$ 9.86
27812	09/28/2020	ENGINEERING	LTF - STREETS	PETERS ENGINEERING GROUP	PROFESSIONAL ENGINEERING DESIGN SERVICES	\$ 1,590.00
27812	09/28/2020	ENGINEERING	TRAFFIC SIGNAL	PETERS ENGINEERING GROUP	PROFESSIONAL ENGINEERING DESIGN SERVICES	\$ 5,456.50
27813	09/28/2020	UB - WATER	FINANCE	PHOENIX GROUP INFO SYS	AUGUST CITATIONS	\$ 290.70
27814	09/28/2020	PW ADMIN	AIRPORT OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 47.71
27814	09/28/2020	PW ADMIN	DRAINAGE	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 143.13

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27814	09/28/2020	PW ADMIN	FLEET MAINT	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 71.56
27814	09/28/2020	PW ADMIN	SEWER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 71.56
27814	09/28/2020	PW ADMIN	WATER OPS	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 143.13
27814	09/28/2020	PW ADMIN	WWTP	PRAXAIR DISTRIBUTION, INC.	CYLINDER DEMURRAGE	\$ 71.56
27815	09/28/2020	ENGINEERING	WATER CAPITAL	PROVOST & PRITCHARD CONSULTING	PROF ENGINEERING SERVICES FOR WATER MAIN	\$ 1,422.70
27816	09/28/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL OCTOBER	\$ 116.00
27816	09/28/2020	HR	SEWER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL OCT 2020	\$ 59.50
27816	09/28/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PD RETIREE MED BILL OCTOBER	\$ 116.00
27816	09/28/2020	HR	WATER OPS	REGENCE BLUECROSS BLUESHIELD OF UT	CITY PAID RETIREE PRESCRIPTION BILL OCT 2020	\$ 59.50
27817	09/28/2020	ENGINEERING	MEAS K - FIRE	SJVAPCD	20/21 ANNUAL PERMITS TO OPERATE	\$ 299.53
27818	09/28/2020	ENGINEERING	MAX - CAPITAL	STANTEC ARCHITECTURE INC.	TRANSIT FACILITY PROJECT TRANS-01	\$ 212.66
27819	09/28/2020	FINANCE	PAYROLL TRUST	STATE OF CALIFORNIA	FRANCHISE TAX DEDUCTIONS	\$ 150.00
27820	09/28/2020	PARKS	AIRPORT OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 70.00
27820	09/28/2020	PARKS	CENTRAL ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 90.00
27820	09/28/2020	PARKS	COMM & REC	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 870.00
27820	09/28/2020	PARKS	ENGINEERING	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 120.00
27820	09/28/2020	PARKS	FIRE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 140.00
27820	09/28/2020	PARKS	INTERMODAL	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 185.00
27820	09/28/2020	PARKS	PD ADMIN	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 80.00
27820	09/28/2020	PARKS	SEWER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27820	09/28/2020	PARKS	SOLID WASTE	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27820	09/28/2020	PARKS	WATER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 50.00
27820	09/28/2020	PARKS	WWTP	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 90.00
27820	09/28/2020	WATER	WATER OPS	TECH. MASTER PEST MANAGEMENT	PEST CONTROL SERVICES	\$ 450.00
27821	09/28/2020	FIRE	FIRE	TESEI PETROLEUM INC.	FUEL - FIRE DEPT	\$ 625.03
27821	09/28/2020	FIRE	MEAS K - FIRE	TESEI PETROLEUM INC.	FUEL - FIRE DEPT	\$ 93.87
27822	09/28/2020	FINANCE	PAYROLL TRUST	VANTAGEPOINT TRANSFER AGENTS-457	EE DEFERRED COMP CONTRIBUTIONS	\$ 24,811.96
27823	09/28/2020	FINANCE	AIRPORT OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 65.97
27823	09/28/2020	FINANCE	BUILDING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 182.74
27823	09/28/2020	FINANCE	CITY CLERK	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 66.38
27823	09/28/2020	FINANCE	CITY COUNCIL	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 304.08
27823	09/28/2020	FINANCE	CODE ENF	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 246.16
27823	09/28/2020	FINANCE	COMPUTER MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 338.49
27823	09/28/2020	FINANCE	ENGINEERING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 142.75
27823	09/28/2020	FINANCE	FACILITIES MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 198.20
27823	09/28/2020	FINANCE	FINANCE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 89.18
27823	09/28/2020	FINANCE	FIRE	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 114.03
27823	09/28/2020	FINANCE	FLEET MAINT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 5.24
27823	09/28/2020	FINANCE	GRANT OVERSIGHT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 51.66

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27823	09/28/2020	FINANCE	HR/RISK MGT	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 65.70
27823	09/28/2020	FINANCE	PARKS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 159.33
27823	09/28/2020	FINANCE	PD ADMIN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 2,939.85
27823	09/28/2020	FINANCE	PLANNING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 559.46
27823	09/28/2020	FINANCE	STREETS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 180.43
27823	09/28/2020	FINANCE	RECREATION	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 0.59
27823	09/28/2020	FINANCE	SEWER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 51.55
27823	09/28/2020	FINANCE	SR CITIZEN	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 40.54
27823	09/28/2020	FINANCE	STREET CLEANING	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 0.53
27823	09/28/2020	FINANCE	UB - WATER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 54.70
27823	09/28/2020	FINANCE	WATER OPS	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 289.94
27823	09/28/2020	FINANCE	WATER QC	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 120.97
27823	09/28/2020	FINANCE	WWTP	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 158.08
27823	09/28/2020	FINANCE	MEAS K - PD	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 1,495.76
27823	09/28/2020	FINANCE	CITY MANAGER	VERIZON WIRELESS	CITY CELL PHONE CHARGES 08/11/20-09/10/20	\$ 83.37
27824	10/05/2020	PD	PD ADMIN	AMERICAN BUSINESS MACHINES	SERVICED PD REPORT WRITE HALL PRINTER	\$ 163.67
27825	10/05/2020	CITY CLERK	CITY CLERK	AMERICAN LEGAL PUBLISHING CORP	ONLINE MUNICIPAL CODE RENEWAL FOR FY 20/21	\$ 495.00
27826	10/05/2020	GRANTS	HOME PROGRAM	ARMANDO VALENZUELA	HOME OOR - RENOVATION WORK	\$ 37,898.00
27827	10/05/2020	PD	PD ADMIN	ARNOLD, JOSIAH	PER DIEM PRINCIPLED POLICING TRAIN THE TRAINER	\$ 231.00
27828	10/05/2020	FINANCE	AIRPORT OPS	AT&T	09/20 CALNET 3 SERVICE 9391026409	\$ 22.24
27828	10/05/2020	FINANCE	CENTRAL ADMIN	AT&T	09/20 CALNET 3 SERVICE 9391026409	\$ 20.16
27828	10/05/2020	FINANCE	FINANCE	AT&T	09/20 CALNET 3 SERVICE 9391026409	\$ 20.16
27828	10/05/2020	FINANCE	HR/RISK MGT	AT&T	09/20 CALNET 3 SERVICE 9391026409	\$ 21.81
27828	10/05/2020	FINANCE	PARKS	AT&T	09/20 CALNET 3 SVS 9391026412	\$ 160.85
27828	10/05/2020	FINANCE	SEWER OPS	AT&T	09/20 CALNET 3 SVS 9391026410	\$ 41.98
27828	10/05/2020	FINANCE	SEWER OPS	AT&T	09/20 CALNET 3 SERVICE 9391031570	\$ 208.61
27828	10/05/2020	FINANCE	WWTP	AT&T	09/20 CALNET 3 SVS 9391026405	\$ 21.14
27828	10/05/2020	FINANCE	MEAS K - PD	AT&T	09/20 CALNET 3 SERVICE 9391020514	\$ 164.68
27829	10/05/2020	PD	PD ADMIN	AT&T	09/20 FIRSTNET AT&T SVC 287300735068	\$ 694.97
27830	10/05/2020	WWTP	WWTP	BSK ASSOCIATES	PERMIT COMPLIANCE LAB	\$ 311.50
27831	10/05/2020	PD	PD ADMIN	CA DEPARTMENT OF JUSTICE	BLOOK ALCOHOL ANALYSIS	\$ 2,065.00
27832	10/05/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	MONTHLY VBS/GPS TRACKING FEE	\$ 140.00
27832	10/05/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEE	\$ 70.00
27832	10/05/2020	ENGINEERING	ENGINEERING	CA SURVEYING AND DRAFTING SUPPLY	SUBSCRIPTION FEES	\$ 420.00
27833	10/05/2020	UB - WATER	WATER CONS	CITY OF MADERA	TOILET REPLACEMENT REBATE APPLY TO UB ACCT	\$ 100.00
27833	10/05/2020	UB - WATER	WATER CONS	CITY OF MADERA	SMART IRR CONTROLLER REBATE APPLY TO UB ACCT	\$ 99.00
27833	10/05/2020	WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 52.20
27833	10/05/2020	WATER	WATER CONS	CITY OF MADERA	MULCH REBATE APPLY TO UB ACCT	\$ 162.50
27834	10/05/2020	FINANCE	PD ADMIN	COMCAST	09/20 SERVICE 8155500320322006	\$ 86.13

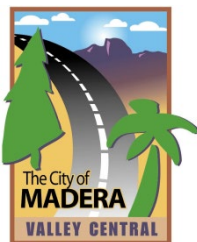
CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27835	10/05/2020	GRANTS	MADERA TRANSIT	DIAMOND COMMUNICATIONS	FIRE ALARM INSPECTION	\$ 557.50
27835	10/05/2020	PARKS	COMM & REC	DIAMOND COMMUNICATIONS	YC FIRE ALARM INSPECTION	\$ 682.50
27836	10/05/2020	ENGINEERING	MEAS T - RTP	FEDERAL EXPRESS	OVERNIGHT SHIPPING	\$ 45.47
27837	10/05/2020	BUILDING	BUILDING	FIRE SAFETY SOLUTIONS, LLC	FIRE PROTECTION ENG SVS SEPT 16-30, 2020	\$ 11,662.50
27838	10/05/2020	FINANCE	FINANCE	FRESNO BEE, THE	JOB RECRUITMENT AD-ACCOUNTANT I/II	\$ 527.00
27838	10/05/2020	FINANCE	PURCHASING	FRESNO BEE, THE	JOB RECRUITMENT AD-ACCOUNTANT I/II	\$ 527.00
27839	10/05/2020	CITY CLERK	CITY CLERK	GENERAL LOGISTICS SYSTEMS US INC	OVERNIGHT SHIPPING	\$ 10.54
27840	10/05/2020	HR	PAYROLL TRUST	LINCOLN FINANCIAL	LIFE AND LTD INSURANCE OCTOBER 2020	\$ 8,313.41
27841	10/05/2020	UB - WATER	CODE ENF	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 4.96
27841	10/05/2020	UB - WATER	ENGINEERING	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 94.22
27841	10/05/2020	UB - WATER	MOTOR POOL	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 17.34
27841	10/05/2020	UB - WATER	PARKS	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 167.79
27841	10/05/2020	UB - WATER	STREETS	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 213.44
27841	10/05/2020	UB - WATER	SEWER OPS	MADERA UNIFIED SCHOOL DISTRICT	APRIL CNG FUEL USAGE	\$ 24.55
27842	10/05/2020	PD	PD ADMIN	MADERA UNIFORM & ACCESSORIES	FLASHLIGHT	\$ 260.83
27843	10/05/2020	UB - WATER	SOLID WASTE	MID VALLEY DISPOSAL INC.	DISPOSAL FEES AUGUST 2020	\$ 342,673.86
27844	10/05/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27845	10/05/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,786.00
27846	10/05/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 2,643.00
27847	10/05/2020	WATER	WATER CONS	OTP- REBATES	TURF REPLACEMENT REBATE	\$ 3,000.00
27848	10/05/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICE 8126770647-1	\$ 459.70
27848	10/05/2020	FINANCE	AIRPORT OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 8.65
27848	10/05/2020	FINANCE	AQUATICS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 2,082.38
27848	10/05/2020	FINANCE	CENTRAL ADMIN	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 72.46
27848	10/05/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/20 SERVICES 8307681856-2	\$ 464.63
27848	10/05/2020	FINANCE	COMM & REC	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 2,210.77
27848	10/05/2020	FINANCE	DRAINAGE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 265.64
27848	10/05/2020	FINANCE	ENGINEERING	PACIFIC GAS & ELECTRIC	09/20 SERVICE 2000655655-7	\$ 1,447.27
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 1619119913-8	\$ 73.49
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 6690755760-8	\$ 73.19
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 3642526071-2	\$ 51.89
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 3819620697-3	\$ 192.55
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 7949615676-5	\$ 16.69
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 8178280304-3	\$ 70.41
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICE 3499945233-6	\$ 69.82
27848	10/05/2020	FINANCE	FACILITIES MAINT	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 1,249.62
27848	10/05/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/20 SERVICE 2173157566-4	\$ 997.78
27848	10/05/2020	FINANCE	FIRE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 67.67
27848	10/05/2020	FINANCE	INTERMODAL	PACIFIC GAS & ELECTRIC	09/20 SERVICE 1950349675-4	\$ 1,329.45

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27848	10/05/2020	FINANCE	PARKING OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 187.45
27848	10/05/2020	FINANCE	PARKS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 586.71
27848	10/05/2020	FINANCE	PD ADMIN	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 4,890.41
27848	10/05/2020	FINANCE	RECREATION	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 896.56
27848	10/05/2020	FINANCE	SEWER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 25.74
27848	10/05/2020	FINANCE	SOLID WASTE	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 7.95
27848	10/05/2020	FINANCE	SR CITIZEN	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 8.64
27848	10/05/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICE 9651992016-7	\$ 119.51
27848	10/05/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICE 9172110863-6	\$ 11,756.43
27848	10/05/2020	FINANCE	WATER OPS	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 25,281.13
27848	10/05/2020	FINANCE	ZONE 24	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 50.03
27848	10/05/2020	FINANCE	ZONE 26	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 10.51
27848	10/05/2020	FINANCE	ZONE 31A	PACIFIC GAS & ELECTRIC	09/20 SERVICES 9920095153-3	\$ 21.02
27849	10/05/2020	PD	PD ADMIN	PREFERRED ALLIANCE, INC	NON-RANDOM TEST FOR RECRUITMENT	\$ 42.00
27850	10/05/2020	ENGINEERING	WATER CAPITAL	PROVOST & PRITCHARD CONSULTING	PROF ENGINEERING SERVICES FOR WATER MAIN	\$ 323.00
27850	10/05/2020	PLANNING	PLANNING	PROVOST & PRITCHARD CONSULTING	CONSULTANT FEES	\$ 5,023.20
27851	10/05/2020	PD	PD ADMIN	ROSEL, JOHN	PER DIEM PRINCIPLED POLICING TRAIN THE TRAINER	\$ 231.00
27852	10/05/2020	FACILITIES	FACILITIES MAINT	PIERCE CRANE INC	CRANE RENTAL	\$ 400.00
27853	10/05/2020	HR	INS/RISK MGT	SUPERIOR VISION INC.	OCTOBER 2020 VISION INSURANCE	\$ 88.11
27853	10/05/2020	HR	PAYROLL TRUST	SUPERIOR VISION INC.	OCTOBER 2020 VISION INSURANCE	\$ 2,217.30
27854	10/05/2020	PD	PD ADMIN	CRISCOM PUBLIC RELATIONS, INC.	GOVERNMENT AFFAIRS CONSULTING-OCT 2020	\$ 4,000.00
27855	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 133.79
27856	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 124.93
27857	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 139.22
27858	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 147.20
27859	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 56.77
27860	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING DEPOSIT REFUND	\$ 92.14
27861	10/05/2020	UB - WATER	WATER FUND	OTP- UB REFUNDS	UTILITY BILLING CREDIT REFUND	\$ 112.46
27862	10/05/2020	FINANCE	AIRPORT OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 980.54
27862	10/05/2020	FINANCE	AQUATICS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,436.99
27862	10/05/2020	FINANCE	BUILDING	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 420.50
27862	10/05/2020	FINANCE	CENTRAL ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 136.25
27862	10/05/2020	FINANCE	CITY CLERK	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 50.15
27862	10/05/2020	FINANCE	CITY COUNCIL	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 13.28
27862	10/05/2020	FINANCE	CODE ENF	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 690.78
27862	10/05/2020	FINANCE	COMM & REC	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,899.60
27862	10/05/2020	FINANCE	COMM PROMO	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 9,676.69
27862	10/05/2020	FINANCE	COMPUTER MAINT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 5,121.00
27862	10/05/2020	FINANCE	ENGINEERING	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 470.47

CHECK	PAY DATE	DEPARTMENT	PAID FROM ORG	ISSUED TO	DESCRIPTION	AMOUNT
27862	10/05/2020	FINANCE	FACILITIES MAINT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 2,571.08
27862	10/05/2020	FINANCE	FINANCE	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,266.46
27862	10/05/2020	FINANCE	FIRE	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 7,025.36
27862	10/05/2020	FINANCE	FLEET MAINT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 14,580.39
27862	10/05/2020	FINANCE	GENERAL FUND	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 10,506.49
27862	10/05/2020	FINANCE	GRANT OVERSIGHT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 13.46
27862	10/05/2020	FINANCE	GRAFFITI ABATE	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 322.01
27862	10/05/2020	FINANCE	HR/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 906.81
27862	10/05/2020	FINANCE	INS/RISK MGT	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 2,415.00
27862	10/05/2020	FINANCE	INTERMODAL	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,562.80
27862	10/05/2020	FINANCE	LMD SERVICES	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 535.79
27862	10/05/2020	FINANCE	MEAS K - FIRE	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,977.96
27862	10/05/2020	FINANCE	PARKS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 9,090.93
27862	10/05/2020	FINANCE	PARKS ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 283.01
27862	10/05/2020	FINANCE	PD ADMIN	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 5,269.09
27862	10/05/2020	FINANCE	PLANNING	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,182.22
27862	10/05/2020	FINANCE	STREETS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 4,460.20
27862	10/05/2020	FINANCE	SEWER OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 3,637.52
27862	10/05/2020	FINANCE	STREET CLEANING	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 161.29
27862	10/05/2020	FINANCE	SUPP LAW ENF	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,480.99
27862	10/05/2020	FINANCE	TRANS - FIXED	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 2,612.54
27862	10/05/2020	FINANCE	TRANS - DAR	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 79.32
27862	10/05/2020	FINANCE	UB - GARBAGE	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 38.40
27862	10/05/2020	FINANCE	UB - SEWER	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 38.40
27862	10/05/2020	FINANCE	UB - WATER	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 76.78
27862	10/05/2020	FINANCE	WATER CAPITAL	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 1,983.54
27862	10/05/2020	FINANCE	WATER CONS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 724.85
27862	10/05/2020	FINANCE	WATER OPS	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 10,851.24
27862	10/05/2020	FINANCE	WATER QC	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 2,138.74
27862	10/05/2020	FINANCE	WWTP	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 16,421.84
27862	10/05/2020	FINANCE	PURCHASING	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 225.00
27862	10/05/2020	FINANCE	DUI ENF	US BANK CORPORATE PAYMENT SYSTEMS	08/20 CAL-CARD CHARGES	\$ 2,462.70

BANK #1 - UNION BANK GENERAL ACCOUNT TOTAL

\$ 1,178,619.10



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 21, 2020


 Arnaldo Rodriguez, City Manager

Agenda Number: B-3

SUBJECT:

Informational Report on Contract City Attorney Services and Litigation Expenditures

RECOMMENDATION:

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

SUMMARY:

The purpose of this report is to provide the Council an informational monthly update on expenditures for contract City Attorney services, as well as specialized legal representation in various matters of litigation.

DISCUSSION:

The following information summarizes billings paid for services formerly performed by the City's in-house City Attorney. This report captures August 2020 invoices received, as well as the continued Fiscal Year (FY) 2020/21 tracking of invoices received, through a FY 2020/21 Year-to-Date (YTD) column.

If there is additional information Council desires to see in future iterations of this report, please advise and staff will make the requested changes.

Firm: Madera County District Attorney's Office (Litigation)

Billing Period: August 2020

Matter	Charges	
	August 2020	FY 2020/21 YTD
Prosecution Services for City of Madera per Agreement	\$0.00	\$0.00
Total	\$0.00	\$0.00

Firm: Colantuono, Highsmith & Whatley, PC (Litigation)

Billing Period: August 2020

Matter	Charges	
	August 2020	FY 2020/21 YTD
Pending Litigation	\$2,021.52	\$2,792.87
Total	\$2,021.52	\$2,792.87

Firm: Montoy Law Corporation (City Attorney Services and Litigation)

Billing Period: August 2020

Matter	Charges	
	August 2020	FY 2020/21 YTD
City Attorney Services		
General Legal Review/Advice	\$2,867.00	\$5,358.00
City Clerk	\$564.00	\$940.00
Attendance at Council Meetings & Advice on Same	\$3,055.00	\$5,076.00
City Council Requests for Information/Research	\$0.00	\$0.00
City Manager	\$517.00	\$517.00
Review and Advice on Agreements	\$2,984.50	\$9,165.00
Public Records Act Matters	\$540.50	\$540.50
Real Estate Transactions	\$0.00	\$0.00
Planning	\$3,360.50	\$7,872.50
Finance	\$987.00	\$1,339.50
Successor Agency	\$70.50	\$1,034.00
Public Works/Engineering	\$141.00	\$352.50
Grand Jury	\$0.00	\$0.00
Personnel/Payroll	\$0.00	\$70.50
Municipal Code Enforcement	\$164.50	\$1,198.50
Police Department - General	0.00	\$0.00
Ordinances	\$352.50	\$681.50
Discounted Hours	-\$ (376.00)	-\$ (493.50)
Total City Attorney Services	\$15,228.00	\$33,652.00
Litigation Services		
Total Litigation Services	\$11,970.00	\$23,170.50
Total City Attorney and Litigation Services	\$27,198.00	\$56,822.50

Firm: Law Office of Gregory L. Myers (Litigation)

Billing Period: August 2020

Matter	Charges	
	August 2020	FY 2020/21 YTD
Pending Litigation	\$0.00	\$0.00
Total	\$0.00	\$0.00

FINANCIAL IMPACT:

For FY 2020/21, expenditures for invoices total \$59,615.37. This represents expenditures for specific City Attorney services, as well as specialized legal representation in various matters of litigation. A summary of invoices received to date are summarized per the following table.

<i>Legal Invoices FY 2020/21 YTD</i>	
City Attorney Services	
Montoy Law Corporation	\$33,652.00
Litigation Services	
Madera County District Attorney's Office	\$0.00
Colantuono, Highsmith & Whatley, PC	\$2,792.87
Montoy Law Corporation	\$23,170.50
Law Office of Gregory L. Myers	\$0.00
<i>Litigation Services Total</i>	<i>\$25,963.37</i>
Total City Attorney and Litigation Services YTD	\$59,615.37

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

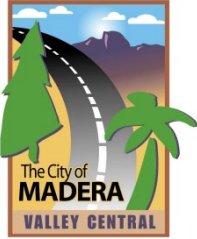
The information contained herein is not addressed by the Vision Madera 2025 plan, nor is the information in conflict with that plan.

ALTERNATIVES:

This report is for informational purposes only.

ATTACHMENTS:

None



REPORT TO CITY COUNCIL

Approved by:

Daniel Foss, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: B-4

SUBJECT:

Antenna and equipment space lease renewal at the Madera Municipal Airport.

RECOMMENDATION:

Adopt a resolution approving the antenna and equipment space lease renewal with the Federal Aviation Administration at the Madera Municipal Airport.

SUMMARY:

The Federal Aviation Administration (FAA) is requesting a space lease renewal for the 84"x22"x22" rack in the janitorial storage room and 4 antennae attached to each corner of the main lobby building located at the Madera Municipal Airport (see Figure 1). The purpose of the antennae and janitorial rack area is to provide a required air navigational facility that provides critical air-to-ground communication as required by the FAA and is for the safety of air traffic and the public.

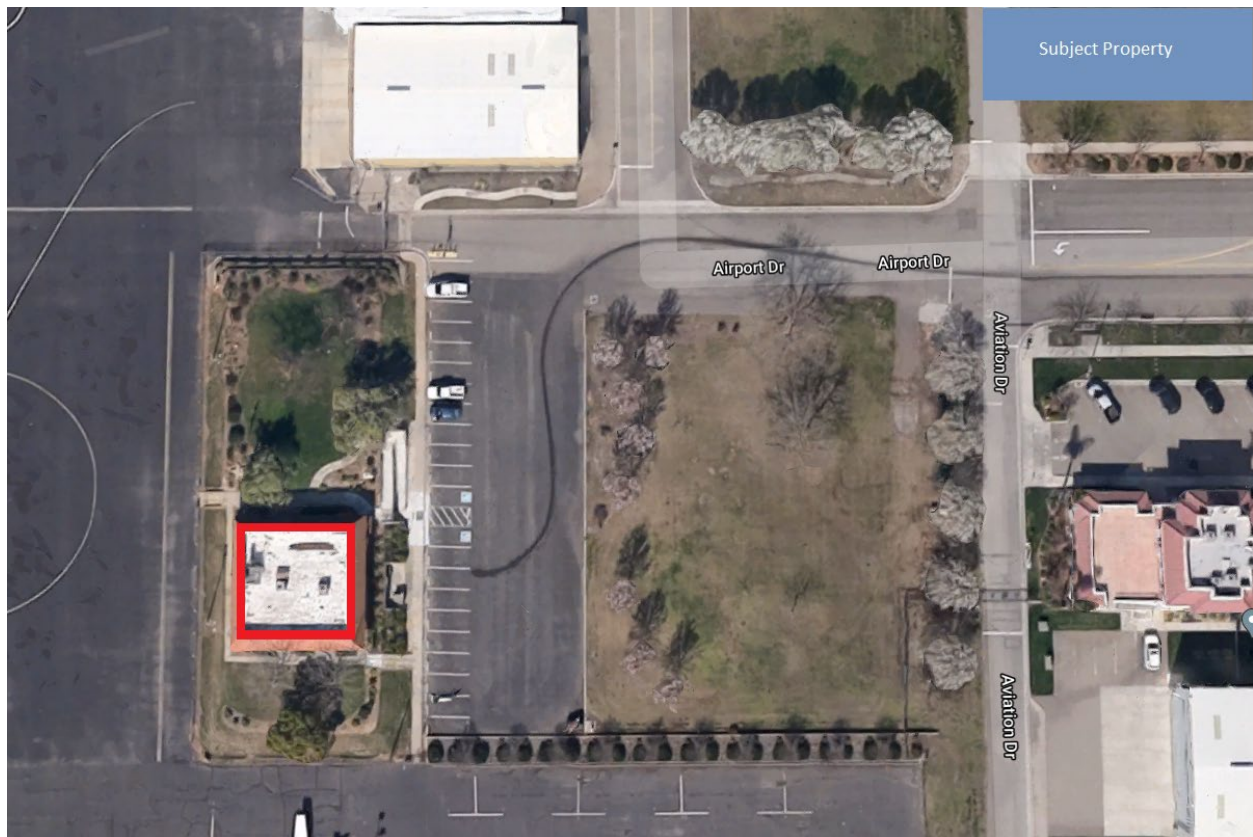


Figure 1 Subject Property

DISCUSSION:

The initial lease was signed into effect on March 12, 2002 and expired September 30, 2020. The term of the lease renewal will commence upon October 1, 2020 and will expire September 30, 2040. Provided by the FAA, this is also a no cost land lease. Therefore, the renewal of this lease will ensure the airport is providing the necessary aeronautical communications at the Madera Municipal Airport for another 20 years.

FINANCIAL IMPACT:

There is no fiscal impact related to the adoption of the antenna and equipment space lease renewal at the Madera Municipal Airport due to the lease being a no cost land lease.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this item is not directly addressed in the Vision or Action Plans.

ALTERNATIVES:

Council may choose to not approve the antenna and equipment space lease renewal at the Madera Municipal Airport.

ATTACHMENTS:

1. Resolution
 - a. Exhibit A – Antenna and Equipment Lease
 - b. Exhibit B - Public Authorization Certificate

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA APPROVING AN ANTENNA AND EQUIPMENT SPACE LEASE
RENEWAL WITH THE FEDERAL AVIATION ADMINISTRATION AT THE
MADERA MUNICIPAL AIRPORT**

WHEREAS, the City entered into an antenna and equipment space lease agreement with the Federal Aviation Administration (FAA) on March 12, 2002; and

WHEREAS, the initial lease agreement expired on September 30, 2020; and

WHEREAS, the FAA is requesting to lease space in the janitorial storage room and adequate space to install four antennae attached to each corner of the main lobby building; and

WHEREAS, this is a no cost lease agreement; and

WHEREAS, the FAA has identified the need to renew the lease and extend the term by 20 years commencing on October 1, 2020 and extending through October 1, 2040; and

WHEREAS, the City agrees that the lease needs to be extended.

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

1. The above recitals are true and correct.
2. The City Council approves the antenna and equipment space lease with the FAA. A copy of said lease is attached as Exhibit A and is incorporated by reference. A copy of a requested Public Authorization Certificate is attached as Exhibit B.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

ANTENNA AND EQUIPMENT SPACE LEASE

Between

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION**

And

CITY OF MADERA

**Lease No. 690EG4-20-L-00059
(MAE) RTR
MADERA, CA**

SECTION 1 - OPENING

6.1.1 Preamble (JAN 2017)

This Lease is hereby entered into by and between the CITY OF MADERA, a Municipal Corporation of the State of California, whose address is 205 West 4th Avenue, Madera, CA 93637, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the Government. The terms and provisions of this Lease, and the conditions herein, bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

For purposes of this Lease, the terms Contractor and Lessor are interchangeable with each other.

6.1.2 Succeeding Lease (JAN 2015)

This Lease succeeds Lease No. DTFA08-00-L-20419 and all other previous agreements between the parties for the leased property described in this document.

6.1.3 Witnesseth (JAN 2015)

Witnesseth: The parties hereto, for the consideration hereinafter mentioned covenant and agree as follows:

6.1.4 Description (OCT 1996)

The Lessor hereby leases to the Government the following described premises which shall be related to the FAA's activities in support of Air Traffic Operations (Premises):

A space for the 84"x22"x22" rack in the janitorial storage room and 4 antenna attached to each corner of the building located at the Madera Municipal Airport, 4020 Aviation Drive, Madera, CA also known as (MAE) RTR.

SECTION 2 - TERMS

6.2.5 Term (AUG 2002)

To have and to hold, for the term commencing on October 01, 2020 and continuing through September 30, 2040 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

6.2.6.3 Consideration (JAN 2019)

The Government shall pay the Lessor no monetary consideration in the form of rent. It is mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Lessor in its establishment, operation and maintenance of facilities upon the premises hereby leased.

6.2.7 Cancellation

The Government may terminate this Lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate by delivering to the Lessor a written notice specifying the effective date of the termination. The termination notice shall be delivered by certified mail return receipt requested and mailed at least 90 days before the effective termination date.

Government understands Lessor has the right to replace the Premises, in whole or in part, with equivalent premises similarly situated at the Airport. If the change is solely for the benefit of Lessor, Lessor agrees to pay all reasonable relocation costs and expenses associated with relocating Government.

6.2.14 Holdover (JUL 2017)

If after the expiration of the Lease, the Government shall retain possession of the Premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease, in arrears on a prorated basis, at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the Premises.

6.2.16 Lessor's Successors (JUL 2017)

The terms and provisions of this Lease and the conditions herein bind the Lessor and the Lessor's heirs, executors, administrators, successors, and assigns.

SECTION 3 - GENERAL CLAUSES

3.2.5-1-RE Officials Not to Benefit (OCT 1996)

No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this lease, or to any benefit arising from it. However, this clause does not apply to this lease to the extent that this lease is made with a corporation for the corporation's general benefit.

3.3.1-15-RE Assignment of Claims (OCT 1996)

Pursuant to the Assignment of Claims Act, as amended, 31 U.S.C. § 3727, 41 U.S.C. § 6305 the Lessor may assign its rights to be paid under this lease.

6.3.10 Maintenance of Premises (JAN 2017)

The Lessor will maintain the demised premises, including the building, grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in good repair and tenantable condition. The Lessor shall ensure that all hazards associated with electrical equipment are marked in accordance with the Occupational Safety and Health Administration (OSHA) requirements and National Fire Protection Association (NFPA) 70 electrical code.

6.3.16 Failure in Performance (OCT 1996)DEL

6.3.17 No Waiver (OCT 1996)

No failure by the Government to insist upon strict performance of any provision of this Lease, or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

6.3.18 Non-Restoration (JUL 2017)

It is hereby agreed between the parties that, upon termination of its occupancy (due to termination or expiration of the Lease), the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this lease, including any holdover period. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the Lessor.

6.3.26 Damage by Fire or Other Casualty (OCT 1996)

If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenable as determined by the Government, the Government may terminate the Lease, in whole or in part, immediately by giving written notice to the Lessor and no further rent will be due.

6.3.28 Interference (OCT 2008)

Should there be interference with the Lessor's facility due to the FAA operations, the FAA shall correct the problem immediately. If the Lessor's facility interferes with FAA's equipment, then the Lessor will correct the problem immediately.

6.3.29 Alterations

The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased. All alterations and additions are and will remain the property of the Government and may be removed or otherwise disposed of by the Government.

6.3.30 Hold Harmless

In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee or agent of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond

that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

6.3.31 Default by Lessor (OCT 1996)

Each of the following shall constitute a default by Lessor under this Lease:

- A. If the Lessor fails to perform the work required to deliver the leased premises ready for occupancy by the Government with such diligence as will ensure delivery of the leased premises within the time required by the lease agreement, or any extension of the specified time.
- B. Failure to maintain, repair, operate or service the premises as and when specified in this Lease, or failure to perform any other requirement of this Lease as and when required, provided such failure which shall remain uncured for a period of time as specified by the RECO, following Lessor's receipt of written notice thereof from the RECO.
- C. Repeated failure by the Lessor to comply with one or more requirements of this Lease shall constitute a default notwithstanding that one or all failures shall have been timely cured pursuant to this clause.

If default occurs, the Government may, by written notice to the Lessor, terminate the lease in whole or in part.

6.3.32 Compliance with Applicable Laws (OCT 1996)

The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.

6.3.33 Covenant Against Contingent Fees (AUG 2002)

The Lessor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of the contingent fee.

6.3.34 Anti-Kickback (JAN 2017)

The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from (1) Providing or attempting to provide or offering to provide any kickback; (2) Soliciting, accepting, or attempting to accept any kickback; or (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

6.3.35 Examination of Records (AUG 2002)

The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative from either shall, until three (3) years after final payment under this contract have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

6.3.36 Subordination, Nondisturbance and Attornment (JAN 2017)

A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this Lease is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this Lease. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as Lessor may reasonably request to evidence further the subordination of this Lease to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by Lessor if such easement does not interfere with the full enjoyment of any right granted the Government under this Lease.

B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this Lease so long as the Government is not in default under this Lease. Lessor will include in any future mortgage, deed of trust or other security instrument to which this Lease becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Lessor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.

C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the Lessor under this Lease, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the lease had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this Lease, or other writings, as shall be necessary to document the foregoing relationship.

D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

6.3.39 Integrated Agreement (OCT 1996)

This Lease, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Lease.

6.3.44 Inspection (OCT 1996)

The Government reserves the right, at any time after the Lease is signed and during the term of the Lease, to inspect the leased premises and all other areas of the building to which access is necessary, to ensure a safe and healthy work environment for the Government tenants and the Lessor's performance under this Lease. The Government shall have the right to perform sampling of suspected hazardous conditions.

6.3.45 Contract Disputes (JAN 2017)

All contract disputes arising under or related to this Lease will be resolved through the FAA dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be

in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A Lessor may seek review of a final Government decision only after its administrative remedies have been exhausted.

All contract disputes will be in writing and will be filed at the following address:

Office of Dispute Resolution for Acquisition, AGC-70
Federal Aviation Administration
800 Independence Avenue, S.W., Room 323
Washington, DC 20591
Telephone: (202) 267-3290

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

SECTION 4 - FINANCIAL CLAUSES

6.4.1 System for Award Management - Real Property - SAM Waiver (JAN 2017)

The System for Award Management (SAM) is the Government's required method to receive vendor information. However, you have been granted an exception to SAM and therefore must provide your initial payment information and any future changes to your payment information to the RECO on a completed and signed "Vendor Miscellaneous Payment Information" form, together with any other required notice under this lease.

6.4.2 Payment by Electronic Funds Transfer (JAN 2017) NOT APPLICABLE

SECTION 5 - DESIGN AND CONSTRUCTION CLAUSE

6.5.22 Installation of Antennas, Cables & Other Appurtenances (JAN 2017)

The Government shall have the right to install, operate and maintain antennas, wires and their supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

SECTION 6 - GENERAL BUILDING REQUIREMENTS AND SPECIFICATIONS CLAUSES – NOT APPLICABLE

SECTION 7 - SERVICES, UTILITIES, AND MAINTENANCE CLAUSES

6.7.1-1 Services and Utilities (JAN 2017)

Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The Government will have access to the leased premises at all times, including the use of electrical services without additional payment.

A. ELECTRICIT

**SECTION 8 - ENVIRONMENTAL OCCUPATIONAL SAFETY AND HEALTH CLAUSES – Not
Applicable**

SECTION 9 - SECURITY CLAUSES –NOT APPLICABLE

SECTION 10 – CLOSING

6.10.1 Notices (JUL 2017)

All notices/correspondence shall be in writing, reference the Lease number, and be addressed as follows:

TO THE LESSOR:
CITY OF MEDERA
205 West 4th Avenue
Madera, CA 93637

TO THE GOVERNMENT:
Federal Aviation Administration
Real Estate Branch,
2200 S. 216th Street
Des Moines, WA 98198
REF# MAE-RTR 690EG4-20-L-00059

6.10.3 Signature Block (JUL 2017)

This Lease shall become effective when it is fully executed by all parties.

In witness whereof, the parties hereto have signed their names.

CITY OF MADERA, a Municipal Corporation of the State of California

By: _____

ATTEST: _____

Print Name: Andrew Medellin

Print Name: Alicia Gonzales

Title: MAYOR

Title: City Clerk

Date: _____

Date: _____

Approved as to Form: _____

Print Name: Hilda Montoy

Title: City Attorney

Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: _____

Print Name: Damon McGruder

Title: Real Estate Contracting Officer

Date: _____

SECTION 11 – ATTACHMENTS/EXHIBITS/SPECIAL STIPULATIONS

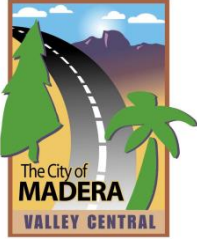
Attachment/Exhibit List

Number	Title	Date	Number of Pages
1	Public Authorization Certificate		1

Exhibit B
PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20____, I **Alicia Gonzales** certify that I am the **City Clerk** of the **City of Madera** named in the attached agreement; that **Andrew Medellin** who signed said agreement on behalf of the **City of Madera** is **Mayor** of said **City**; that said agreement was duly signed for and on behalf of **City of Madera** by authority of its governing body, and is within the scope of its powers.

Signed _____



REPORT TO CITY COUNCIL

Approved by:

Wendy Silva

Department Director

Arnoldo Rodriguez

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: B-5

SUBJECT:

Authority to Accept \$16,750.00 from MV Transportation, Inc., as payment in full for damage to City Bus 34.

RECOMMENDATION:

City Council Approve Property Damage Release Agreement with MV Transportation, Inc.

SUMMARY:

During the morning of April 22, 2020, Bus 34 was involved in a solo motor vehicle accident, which totaled the City owned bus. Pursuant to the contract between MV Transportation, Inc. (MV), and the City of Madera for transit services, MV must pay the City fair market value for the totaled vehicle. MV and the City have determined fair market value for Bus 34 to be \$16,750.00.

DISCUSSION:

On the morning of April 22, 2020, the Madera Police Department was dispatched to the scene of a collision at E. Yosemite Avenue and Lyons Street in Madera. The at-fault bus driver suffered a medical episode for a previously unknown condition, which caused him to make an unsafe turning movement from the number 1 lane to the number 2 lane, collide into a chain link fence, and then collide into a tree on E. Yosemite Avenue. The Madera Police Department took police report 20M-03113 and identified the MV driver as the responsible party as he was in violation of CVC 22107 (a)- unsafe speed and CVC 12500 (a)- unsafe turning movement. Pursuant to the agreement for transit services between the City and MV, MV must reimburse the City fair market value for any vehicle damage deemed a total loss.

MV obtained an appraisal through Property Damage Appraisers, Inc. (PDA), which placed an average cash value on Bus 34 of \$12,881.00. City staff reviewed the appraisal and identified equipment on Bus 34 that was not included in the appraised comparable buses. City staff

obtained a fair market value from Creative Bus Sales in the amount of \$16,750.00 based on actual sale prices of similar buses. After being provided a list of equipment not considered in the PDA appraisal, along with the fair market value estimate from Creative Bus Sales, MV has agreed to pay the City \$16,750.00 as fair market value for Bus 34. This represents fair market value as if the bus were not damaged. The damage repair estimate is \$6,610.18.

Bus 34 was scheduled to be retired from the City's fleet, and a replacement bus is already in service. Upon retirement, Bus 34 would have been auctioned following the City's normal surplus property procedures. Should the City accept \$16,750.00 as fair market value for Bus 34, MV transportation will take possession of the damaged bus, and the monetary payment will be credited to the transit fund.

The City must execute the attached Property Damage Release provided with this report in order to receive payment. Authority is being requested to accept \$16,750.00 as total payment from MV for fair market value of Bus 34.

FINANCIAL IMPACT:

If approved, the check from MV in the amount of \$16, 750.00 will be deposited in the City's transit program.

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:

Council may direct staff to refuse payment from MV and auction the damaged bus as surplus property.

ATTACHMENTS:

1. Property Damage Release

PROPERTY DAMAGE RELEASE

KNOW ALL BY THESE PRESENTS:

That the Undersigned, being of lawful age, for sole consideration of _____

Sixteen Thousand Seven Hundred Fifty Dollars (\$ 16,750)

to be paid to City of Madera

205 West 4th Street, Madera, CA 93637

does hereby and for its heirs, executors, administrators, successors and assigns release, acquit and forever discharge MV Transportation, Inc.

2711 N. Haskell Ave Ste 1500 Dallas, TX 75204

and his, her, their, or its agents, servants, successors, heirs, executors, administrators and all other persons, firms, corporations, associations or partnerships of and from any and all claims, actions, causes of action, demands, rights, damages, costs, loss of service, expenses and compensation whatsoever regarding solely to property damages , which the undersigned now has or which may hereafter accrue on account of or in any way growing out of any and all known and unknown, foreseen property damage and the consequences thereof resulting or to result from the occurrence on or about the 22 day of April , 2020 , at or near Yosemite and North Lake St, Madera, CA 93638 and involving unit # 34 Vin # 1GBG5V1G39F405146 . MV will retain the salvage of said unit.

It is understood and agreed that this settlement is the compromise of a disputed claim, and that the payment is not to be construed as an admission of liability on the part of the party or parties hereby released, and that said released party or parties deny liability and intend merely to avoid litigation and buy their peace. The undersigned further declare(s) and represent(s) that no promise, inducement or agreement not herein expressed has been made to the undersigned, and that this Release contains the entire agreement between the parties hereto, and that the terms of this Release are contractual and not a mere recital. It is further understood that this Release is not applicable to any indemnification and defense by MV Transportation, Inc which may be triggered by any third party or employees of MV Transportation, Inc.

WITNESS(ES):

Witness

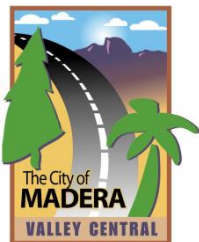
Date

SIGNATURE(S):

Signature Date

Signature Date

MV File #



REPORT TO CITY COUNCIL

Approved by:

Council Meeting of: October 21, 2020

Department Director

Arnoldo Rodriguez, City Manager

Agenda Number: B-6

SUBJECT:

Amend Fiscal Year 2020/21 Budget for Community Development Block Grant (CDBG) COVID-19 Funding

RECOMMENDATION:

Adopt a Resolution to Amend the FY 2020/21 Budget for CDBG COVID-19 Funding in the amount of \$536,338.

SUMMARY:

During the September 16, 2020 City Council (Council) meeting, resolutions were adopted approving CDBG subrecipient agreements for services with Madera County Economic Development Commission, Community Action Partnership of Madera County, Madera Downtown Association, and Madera Coalition for Community Development. The agreements ensure that U.S. Department of Housing and Urban Development (HUD) regulations are communicated to subrecipients and that they agree to carry out the approved activities as proposed.

DISCUSSION:

The City received notification from HUD that it is eligible to receive an allocation for the CDBG COVID-19 funds, to be used to prevent, prepare for, and respond to the coronavirus. The City conducted public hearings to solicit community input on how the use of the funds should be prioritized. Applications addressing priority areas were received, reviewed by the BGC, and taken to Council for consideration and approval of final allocations.

HUD authorized CDBG COVID-19 expedited procedures for noticing and reasonable opportunity for public comment of no less than 5 days for jurisdictions on the tentative funding allocations. To be able to access these funds from HUD, City needs to create the necessary accounts and

amend the 2020/21 budget. Adoption of the resolution would amend the City's budget and would create said accounts.

FINANCIAL IMPACT:

The CDBG COVID-19 grant funds do not impact the City's General Fund.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The HUD CDBG program supports the Vision Madera 2025 Plan as follows:

- Strategy 136:
 - Transitional Housing: Promote transitional housing to ensure the homeless have safe shelter.
- Strategy 407:
 - Promote and expand existing services, supportive services, case management, and self-sufficiency for Madera residents to maintain independent lifestyles.
- Strategy 337:
 - Develop programs for Maderans of all ages with an emphasis on youth and senior activities.

ALTERNATIVES:

There are no viable alternative actions. Without approval the City will not have funding to issue payments for CDBG COVID-19 services.

ATTACHMENTS:

1. Resolution
2. Exhibit AA – Funding Allocation Adjustment

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL, OF THE CITY OF MADERA,
CALIFORNIA, AMENDING THE FY 2020/21 BUDGET FOR THE COMMUNITY
DEVELOPMENT BLOCK GRANT COVID-19 FUNDING ALLOCATION**

WHEREAS, the California Department of Public Health has activated its Medical and Health Coordination Center, and the Office of Emergency Services recently activated the State Operations Center to provide support and guide actions to preserve public health; and

WHEREAS, on March 4, 2020, Governor Newsom proclaimed a State Emergency for the State of California as a result of the threat of COVID-19; and

WHEREAS, on March 11, 2020, the Director-General for the World Health Organization declared that COVID-19 can be characterized as a “pandemic”; and

WHEREAS, on March 12, 2020, Governor Newsom executed Executive Order N-25-20, which followed his March 4 proclamation of a State of Emergency in California as a result of the threat of COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency; and

WHEREAS, on March 16, 2020, Madera County declared a local health emergency; and

WHEREAS, it is imperative to prepare for and respond to suspected or confirmed COVID-19 cases within the City, and to prepare to respond to an increasing number of individuals who may require medical care; and

WHEREAS, on March 27, 2020, the United States Congress appropriated \$5,000,000,000 for the CDBG program; and

WHEREAS, on April 13, 2020, the City was notified that it was eligible to receive \$536,338; and

WHEREAS, on May 5, 2020, the City Council received public comment from citizens, including input from the City Council and the Block Grant Commission (BGC), on how to utilize the \$536,338 in COVID-19 funding; and

WHEREAS, on June 18, 2020, the City Council conducted a public hearing to receive input from the public and BGC on how to allocate the \$536,338 in COVID-19 funding and make tentative determinations for allocations; and

WHEREAS, on July 15, 2020, the City Council conducted a public hearing and adopted a resolution approving the COVID-19 final funding allocations and amended 2019/20 Action Plan; and

WHEREAS, on September 16, 2020, the City Council adopted four resolutions approving subrecipient agreements for services with the Madera County Economic Development Commission, Community Action Partnership of Madera County, Madera Downtown Association and Madera Coalition for Community Justice; and

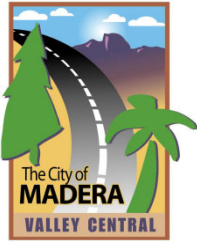
WHEREAS, the Director of Financial Services is hereby authorized to take such action to implement the terms of the Resolution.

NOW, THEREFORE, the City Council of the City of Madera finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The amendment to the FY 2020/21 budget for the COVID-19 funding allocation in the amount of \$536,338 in accordance with Exhibit "AA" is hereby approved.
3. A signed copy of this resolution shall be placed on file in the office of the Director of Finance who shall prepare all entries necessary to reflect the budget changes identified above in the City's accounts.
4. This resolution is effective immediately upon adoption.

EXHIBIT AA**CITY OF MADERA****Funding Allocation Adjustment:****FY 2020/21 Community Development Block Grant - COVID-19**

FUND	ORG CODE	OBJECT CODE	PROJECT CODE	DESCRIPTION	(+)	(-)
<u>CDBG</u>						
CDBG Admin Costs						
1021	8000	4455	COVID	Current Year Entitlement		50,000.00
CDBG Public Services						
1021	8020	4455	COVID	Current Year Entitlement		486,338.00
CDBG Admin Costs						
1021	8000	6922	COVID	Interfund Charges - Grants	50,000.00	
CDBG Public Services						
1021	8020	6470	COVID	Funding to Outside Agencies	486,338.00	
Totals for Adjustment					536,338.00	536,338.00



REPORT TO CITY COUNCIL

Approved by:

Roger Sanchez, Director of Financial Services

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: D-1

SUBJECT:

Agreement with NBS Consultants for the preparation of the Water, Sewer, Storm Drainage and Solid Waste Rate Studies

RECOMMENDATION:

Adopt a Resolution that approves a contract with NBS Consultants for consulting services to prepare a rate study for the water, sewer, storm drainage and solid waste utilities

SUMMARY:

The City issued a Request for Proposal (RFP) in August 2020 for a study of the utility rates for water, sewer, storm drainage, and solid waste services. Seven proposals were received and evaluated by City staff. The evaluating team is recommending the selection of NBS Consulting to perform the utility rate studies.

The City completed its last rate study for water and sewer utility rates in 2015, with the resulting water and sewer rates taking effect in July 2015 with incremental increases through January 2020. In December 2018, the Council considered a revision to the water conservation portion of the water rates and reduced the planned increase from 10 percent to 6 percent for the fiscal year 2018/19. The storm drainage rates have not been adjusted since 1992. The solid waste services are contracted to a third party, and the fee schedule was updated in March 2017.

DISCUSSION:

Madera is a full-service city that provides water, sewer, solid waste, and storm drainage services to its residents. There are approximately 14,200 residential, commercial, and industrial utility customers. The last rate study prepared by the City was completed in 2015, which updated the utility rates for water and sewer, taking effect incrementally July 2015 through January 2020. Those rates were increased between 9-10 percent during each of the 5 years covered in the rate schedule, except for Fiscal Year (FY) 2018/19 when Council considered a revised water rate analysis and adjusted the increase to 6 percent. The storm drainage rates have not been adjusted since 1992, and do not have an annual inflation index. The solid waste services are contracted to a third party and the fee schedule was last updated in March 2017.

While a single RFP was prepared, four rate studies will be prepared. They include:

1. Water rates
2. Sewer Rates
3. Storm Drainage Rates
4. Solid Waste Rates (this includes street sweeping)

The four rate studies to be prepared as a part of this study are intended to assist the City in establishing utility rates for customers that achieve the following objectives:

- Ensure that the revenues generated by the City's utility rates are adequate to maintain all operations at current service levels, while accounting for anticipated cost increases in the immediate or foreseeable future, taking into consideration capital needs and system depreciation.
- Affirm the appropriateness of existing user fee classifications (i.e. single-family, multi-family, commercial, etc.) and/or develop new classification recommendations as necessary to achieve clarity and equity.
- Address the historically unfunded deferred maintenance of infrastructure by incorporating reasonable projections for long term facility replacement within the revenue requirement and rate calculations.
- Ensure that revenues are adequate to meet debt service coverage ratios for existing bond covenants, and any future debt that may be needed to finance capital improvements.
- Affirm or establish policies regarding adequate reserve amounts for operations, rate stabilization, and capital improvement debt expenses.
- Ensure that the water rates are consistent with the requirements of the 2014 Sustainable Groundwater Management Act (SGMA).
- Ensure that the proposed rates are in compliance with all applicable laws, including but not limited to, the provisions of Proposition 218 (Prop. 218).

Consultant Selection Process

A competitive RFP for consultant services was released on August 11, 2020, which ran through September 11, 2020. The City's team, composed of employees from Public Works, Finance, Engineering, and Administration, evaluated seven proposals from specialized consultants. Proposals were received from the following consultants, listed in no particular order:

Table 1: Consultant Names and Proposal Amounts	
NBS Consulting	\$114,320
HF&H Consultants, LLC	\$117,890
Raftelis	\$161,538
Bartle Wells	\$109,005
FCS	\$221,810
IB Consulting	\$121,332
ARRC	\$54,235

NBS Consulting received the highest score from the team. The recommendation is not based solely on the lowest price. The recommended award is based on the best overall value to the City, including competitive pricing and the required services as outlined in the RFP. The evaluation criteria included the following:

Table 2: Evaluation Criteria and Maximum Evaluation Score	
<i>Criteria</i>	<i>Max. Evaluation Score</i>
Ability to meet the stated requirements including adequacy of proposed staffing, techniques and procedures	20
Past Performance and Experience with emphasis on comparable government experience	20
Conformance to terms of RFP in preparing and submitting the proposal	10
Implementation Plan	15
Cost Proposal Rates	35
<i>Total Maximum Score</i>	<i>100</i>

NBS's proposal was structured to fully update the critical components of the City's utilities. Their approach will be to work closely with City staff to develop final recommendations and clearly communicate the results to the City's customers. The study report will provide the administrative record necessary to comply with Prop. 218. While other proposals met the RFP requirements and were competitive, the evaluating team concluded that the NBS proposal best met the requirements of the City's utility rate study.

Since 1996, NBS has been providing services to municipalities, serving more than 500 agencies, including cities, counties, school districts, utilities, and special districts. While NBS provides a full range of revenue consulting services, they focus on sustainable water and wastewater utility rate programs, cost allocation plans, cost recovery, and legally-justified fee design.

The scope of services incorporates a comprehensive rate study, made up of three major components:

1. financial plan/revenue requirements
2. cost-of-service analysis
3. rate design analysis

Municipal agencies are required to demonstrate the cost basis for utility rates. Consequently, the rate study must include a rationale for how costs have been equitably allocated to customer classes, the equity of the rate designs, and the cost basis for rate alternatives. Additionally, projected rates over the next five years will need to provide sufficient revenues to cover all operational and administrative costs.

NBS will work cooperatively with City staff to develop financial plans and rate recommendations that are well suited to the City's needs, as well as customers. As such, the following are the tasks that compose the scope of service:

- Kick-off meeting and data collection
- Financial plan – 10-year financial projection model

- Cost-of-service analysis – equitably allocate costs to each customer class based on cost of service principles that comply with Prop. 218
- Rate design analysis
- Prepare rate models
- Prepare written study report
- Meetings and presentations
- Prop. 218 assistance – provide guidance on drafting the public notice, assist in public hearing and advise on the rate adoption process

One of the strong points of the NBS proposal was the examples provided in the proposal outlining the financial plan summary schedule and graphs that would be incorporated in the report and presented to the public. This is key to educating City staff and the public and providing justification for utility rates. The project is scheduled to commence once the contract is approved, and staff anticipates the draft report in February 2021. NBS has proposed to spend 578 staff hours to complete the project, with an option of additional site visits/presentations if necessary. The total consultant contract is proposed for \$114,320, with additional site visits/presentations quoted at \$4,080.

FINANCIAL IMPACT:

According to Prop. 218, any new property-related fee or charge, or increase to same, must comply with both the substantive and procedural requirements of the Act. Substantive requirements of Prop. 218 include the following conditions:

- Revenues derived from fees must not exceed the funds to provide the service.
- Revenues derived from fees must not be used for any purpose other than that for which the fee is imposed.
- Fees may not be imposed unless the service is actually used by property owner.
- Fees must not exceed the proportional cost of the service attributable to parcel.
- No fee may be imposed for general governmental services (police, parks, fire, etc.)

Procedural requirements include the following conditions:

- Provide written notice by mail to property owners regarding:
 - Proposed amount of fees
 - Basis upon which fees were calculated
 - Explanation of new or fee adjustments
- A public hearing must be held at least 45 calendar days after the mailing of the notice.

The cost of the NBS proposal is \$114,320 and will be allocated to the Water, Sewer, Solid Waste and Storm Drainage Enterprise Funds.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The utility rate study will further apply to core vision statements of the Vision Plan of “A Safe, Healthy Environment” by providing utility services to the residents at a fair charge.

ALTERNATIVES:

Potential Council alternatives include:

- Not approve the proposed Agreement
- Direct staff to re-release RFP for water, sewer, storm drainage, and solid waste rate studies
- Direct staff to negotiate with a different consultant

ATTACHMENTS:

1. Resolution
2. Professional Services Agreement with NBS

ATTACHMENT 1

Resolution

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA, CALIFORNIA
APPROVING AN AGREEMENT WITH NBS FOR THE PREPARATION OF WATER,
SEWER, STORM DRAINAGE AND SOLID WASTE RATE STUDIES**

WHEREAS, the City is in need of a qualified and experienced consulting firm to prepare a Water, Sewer, Storm Drainage, and Solid Waste Rate Studies; and

WHEREAS, the City released a request for proposal on August 11, 2020, seeking experienced and qualified consultants to assist the City in reviewing water, sewer, storm drainage, and solid waste utility rates and developing supporting report; and

WHEREAS, the City received seven responses to the Request for Proposal; and

WHEREAS, City's review concluded the most qualified applicant to complete the water, sewer, storm drainage and solid waste rate studies is NBS; and

WHEREAS, City has prepared an Agreement with NBS for the completion the water, sewer, storm drainage and solid waste rate studies and such Agreement is on file in the office of the City Clerk and referred to for more particulars.

NOW, THEREFORE, THE City of Madera hereby finds, determines, resolves and orders as follows:

1. The recitals listed above are true and correct.
2. The Agreement as described above is approved.
3. The Mayor of the City of Madera is authorized to execute the Agreement on behalf of the City.
4. The resolution is effective immediately upon adoption.

ATTACHMENT 2

Professional Services Agreement

CITY OF MADERA PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into this 21st day of October, 2020, ("Effective Date") by and between the City of Madera, a municipal corporation ("City") and NBS, (hereinafter referred to as the "Consultant").

RECITALS

- A. The City desires to have studies prepared to consider adoption of new fees related to water, sewer, solid waste, and storm drainage services (hereafter "rate studies").
- B. City has sought by a Request for Proposals to select a qualified consultant to prepare said rate studies.
- C. Consultant is a firm that has the necessary experience and qualifications to prepare rate studies for the City.
- D. City desires to have Consultant perform said services on the terms and conditions set forth in this Agreement.

AGREEMENT

Based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Consultant agree as follows:

ARTICLE 1

RESPONSIBILITIES OF CONSULTANT

1.1 Scope of Services.

Consultant shall perform any and all work necessary for the completion of the tasks and services set forth in the "Scope of Services" attached hereto and incorporated herein as Exhibit "A," in a manner satisfactory to City.

1.2 Schedule of Performance.

Consultant shall furnish to City, following the approval of this Agreement by City Council, proof of insurance coverage as required under Article 5, Insurance. After receipt of satisfactory proof

of insurance, City will promptly issue a written Notice to Proceed authorizing Consultant to commence performance of work. Consultant is not authorized to perform and will not be paid for performing any work under this Agreement until the effective date of the Notice to Proceed. Consultant shall begin work under the Agreement within five (5) days of the effective date of the Notice to Proceed. Consultant shall exercise reasonable diligence to have the services as set forth in Exhibit "A" completed and submitted to City for final approval as soon as reasonably practicable, but not later than April 2021, provided that Consultant shall be entitled to an extension of time for any delays caused by events or occurrences beyond Consultant's reasonable control.

1.3 Identity of Persons Performing Work.

Consultant represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein.

Consultant represents that the tasks and services required herein will be performed by Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

This Agreement contemplates the personal services of Consultant and Consultant's employees, and it is recognized by the parties hereto that a substantial inducement to City for entering into this Agreement was, and is, the professional reputation and competence of Consultant and Consultant's employees. Neither this Agreement nor any interest therein may be assigned by Consultant, except upon written consent of City.

Furthermore, Consultant shall not subcontract any portion of the performance contemplated and provided for herein without the prior written approval of City, except for those sub-consultants named in the proposal for the project. Nothing herein contained is intended to or shall be construed as preventing Consultant from employing or hiring as many employees as Consultant may deem necessary for the proper and efficient execution of this contract.

1.4 Cooperation and Coordination of Work with City.

Consultant shall work closely with City's designated representative, either individual or committee, who shall have the principal responsibility for liaison and who shall, on a continuous basis, review and approve Consultant's work. Consultant shall ensure that City has reviewed and approved all required work as the project progresses.

1.5 Compliance with Laws.

Consultant shall comply with all applicable Federal, State and local laws, ordinances and regulations now in force and as may be enacted, issued, or amended during the term of this Agreement.

1.6 Standard of Performance.

Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall perform the services under this Agreement in accordance with the accepted standards of the professional disciplines involved in the project. All work shall be completed to the reasonable satisfaction of City. If City reasonably determines that the work is not satisfactory, City shall have the right to: (i) meet with Consultant to review Consultant's work and resolve matters of concern; (ii) require Consultant to repeat unsatisfactory work at no additional charge until it is satisfactory; and/or terminate this Agreement.

1.7 Changes and Additions to Scope of Services.

City may make changes within the general scope of services provided for in this Agreement. Consultant shall make no change in or addition to the character or extent of the work required by this Agreement except as may be authorized in advance in writing by City. Such supplemental authorization shall set forth the specific changes of work to be performed and related extension of time and/or adjustment of fee to be paid to Consultant by City.

ARTICLE 2

RESPONSIBILITIES OF CITY

2.1 Provision of Information.

City shall provide full information regarding its requirements for the project, and it shall furnish, without charge to Consultant, any and all information, data, plans, maps and records which are available to City and are necessary for the provision by Consultant of the tasks and services set forth herein.

2.2 Cooperation with Consultant.

City shall cooperate with Consultant in carrying out the work of the project without undue delay.

In this regard, City, including any representative thereof, shall examine plans and documents submitted by Consultant, shall consult with Consultant regarding any such plans and documents, and shall render any necessary decisions pertaining to such plans and documents as promptly as is practicable.

ARTICLE 3

PAYMENT

3.1 Payment Schedule: Maximum Payment Amount.

Subject to any limitations set forth in this Agreement, City agrees to pay Consultant per monthly invoice. Both parties agree that Consultant's total fee to complete the services under this Agreement shall not exceed \$114,320 including all amounts payable to Consultant for its overhead, payroll, profit, and all costs of whatever nature, including without limitation all costs for subcontracts, materials, equipment, supplies, and costs arising from or due to termination of this Agreement.

Billings are to be made directly to the following address:

City of Madera
Department of Finance
Attn: Vicki Crow
205 West 4th Street
Madera, CA 93637

Each month Consultant shall invoice City for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by subcategory), travel, materials, equipment, supplies, and sub-consultant contracts.

City shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. The invoiced amount shall be paid within 30 calendar days unless City disputes any charges or expenses. If any charges or expenses are disputed, City shall pay the undisputed amount, and notify Consultant of the nature and amount of the disputed charge or expense. The parties shall seek to resolve the disputed items(s) by mutual agreement.

3.2 Changes in Work.

If Consultant estimates that any proposed change within the general scope of services set forth in Exhibit "A" causes an increase or decrease in the cost and/or the time required for

performance of this Agreement, Consultant shall so notify City of that fact in advance of commencing performance of such work. An agreed upon change will be reduced to writing, signed by the parties hereto, and will modify this Agreement accordingly.

3.3 Additional Work.

City may request Consultant to perform additional services not covered by the specific scope of services set forth in Exhibit "A", and Consultant shall perform such extra services and will be paid for such extra services when they are reduced to writing, mutually agreed to, signed by the parties hereto, and made a part of this Agreement. City shall not be liable for payment of any extra services nor shall Consultant be obligated to perform any extra services except upon such written amendment.

ARTICLE 4

INDEPENDENT CONTRACTOR

Consultant is an independent contractor and not an employee of the City. Neither the City nor any of its employees shall have any control over the conduct of the Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to, at any time or in any manner, represent that Consultant, or any of Consultant's agents, servants or employees, are in any manner agents, servants or employees of the City, it being distinctly understood that Consultant is and shall at all times remain as to the City a wholly independent contractor and that Consultant's obligations to the City are solely such as are prescribed by this Agreement.

ARTICLE 5

INDEMNITY AND INSURANCE

5.1 Indemnification.

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

5.2 Insurance.

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

Minimum Scope and Limits of Insurance

Consultant shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Consultant shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Consultant shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Consultant's bid.

Maintenance of Coverage

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

Proof of Insurance

Consultant shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all

times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

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

Additional Insurance

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

ARTICLE 6

TERMINATION

This Agreement may be terminated by City for any reason, with or without cause, upon thirty days written notice to Consultant. In such event, Consultant shall be compensated for all services performed and costs incurred up to the date of notification for which Consultant has not been previously compensated, plus termination expenses reasonably incurred and properly accounted for (but in no event to exceed the amount which, when combined with other amounts paid, exceeds the amount for any uncompleted task set forth in Exhibit "A," as applicable).

Upon receipt of notice of termination from City, Consultant shall immediately stop its services, unless otherwise directed, and deliver to City all data, drawings, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in the performance of this Agreement, whether completed or in process.

ARTICLE 7

MISCELLANEOUS

7.1 Ownership of Documents.

All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors in connection with the Services regardless of the medium, including physical drawings and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. Consultant shall not release any Work Product to third parties without prior written approval of the City Manager. This obligation shall survive for four (4) years from the date of expiration or termination of this Agreement.

Any use of completed documents for projects other than that covered by this Agreement and/or any use of uncompleted documents without specific written authorization from Consultant will be at City's sole risk and without liability or legal exposure to Consultant.

7.2 Confidentiality

All data, reports, conclusions, opinions, recommendations and other work product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees, affiliates, and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors to be bound to these confidentiality provisions.

7.3 Notices.

Any notices to be given under this Agreement shall be given by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States mail, addressed to the following:

To the City:

City of Madera
Department of Finance
Attn: Vicki Crow
205 W. 4th Street
Madera, CA 93637

To the Consultant:

NBS
Attn: Greg Clumpner
32605 Temecula Parkway, Ste.
100
Temecula, CA 92592

7.4 Covenant Against Contingent Fees.

Consultant warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee or commission from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee or commission.

7.5 Applicable Laws, Interpretation, and Venue.

This Agreement shall be construed and interpreted both as to validity and performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Court of the County of Madera, State of California, or in any other appropriate court with jurisdiction in Madera County, and Consultant agrees to submit to the personal jurisdiction of such court.

7.6 Disputes.

In the event of any dispute arising under this Agreement, the injured party shall notify the defaulting party in writing of its contentions by submitting a claim, therefore. The injured party shall continue performance of its obligations hereunder so long as the defaulting party immediately commences to cure such default and completes the cure of such default with reasonable diligence and in no event to exceed 30 days after service of the notice, or such longer period as may be permitted by the injured party; provided, that if the default results in an immediate danger to the health, safety, and general welfare, City may take such immediate action as City deem warranted.

7.7 Retention of Funds.

City may withhold from any monies payable to Consultant sufficient funds to compensate City for any losses, costs, liabilities, or damages suffered by City due to default of Consultant in the performance of the services required by this Agreement.

7.8 Waiver.

No delay or omission in the exercise of any right or remedy by a non-defaulting party shall impair such right or remedy or be construed as a waiver. City's consent or waiver of one act or omission by Consultant shall not be deemed to constitute a consent or waiver of City's rights with respect to any subsequent act or omission by Consultant. Any waiver by either party of any default must be in writing.

7.9 Rights and Remedies are Cumulative.

Except as may be expressly set forth in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such party, at the same or different times, of any other rights or remedies to which such party may be entitled.

7.10 Attorneys' Fees.

In the event either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party in such action shall be entitled to recover its reasonable costs and expenses, including without limitation reasonable attorneys' fees and costs. Attorneys' fees shall include attorneys' fees on any appeal, and in addition, a party entitled to attorneys' fees shall be entitled to all other reasonable costs for investigating such action, including the taking of depositions and discovery, expert witness fees, and all other necessary costs incurred in the litigation, suit, or other action requiring attorney time. All such fees shall be enforceable whether or not such action is prosecuted to final judgment.

7.11 Integrated Agreement.

This Agreement contains all of the agreements of the parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement.

7.12 Authority.

The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties.

7.13 Execution in Counterparts.

This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original with all signatures appended together shall be deemed a fully executed copy.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the respective dates set forth opposite their signatures.

End of Text

ATTEST:

CITY CLERK of the City of
Madera, California

Approved as to form:

City Attorney

CITY OF MADERA

By: _____

Its: _____

Dated: _____, 2020

CONSULTANT

By: _____

Its: _____

Dated: _____, 2020

EXHIBIT “A”

SCOPE OF SERVICES

CONSULTANT provides services as follows:

1.1. Data Collection and Initial Meeting.

Consultant will meet with staff to review the overall objectives of the project, timeline for completion, key milestones, introduce personnel, and develop initial framework of utility rate studies for water, sewer, solid waste and storm drainage operations. Consultant will provide City with data request.

1.2. Financial Workplan Development.

Develop workplan model that identifies current and projected costs for operation of the utility systems based on following criteria:

- a. Current and future cost of providing utility services considering established and anticipated standards and regulations.
- b. Projected demands for utility services.
- c. Age and condition of utility systems.
- d. Funding requirements for current long-term liabilities and debt obligations.
- e. Existing Capital Improvements Program implementation.
- f. Additional financing and debt service costs to fund future capital projects.
- g. Forecast revenue needs to meet City’s revenue requirements
- h. City’s reserve policies.
- i. Comparison of the City’s cost of service to other municipal entities of similar customer size/economic placement.
- j. Provide cost of service prediction based on all contributing factors for the current year, plus the following forward intervals: 5 year, 10 year, 15 year, and 20 year.

1.3. Cost of Service/Rate Analysis.

Consultant will evaluate different rate options based on the amount of revenue recovered, adjustments between fixed/variable rate split, consumption analysis and other regulatory issues. Identify rate adjustments, revenue sufficiency, affordability and whether costs should be recalibrated based on updated units of service.

1.4. Rate Workshop.

Consultant will prepare presentations for City Council and City staff. Rate alternatives for each utility will be discussed and how each alternative impacts customers. This analysis will show alternate rate options, financial outlook for each utility, and how revenue shifts between fixed and variable rates, with several alternatives.

1.5. Rate Study Reports.

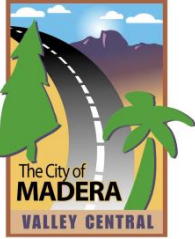
Consultant will provide a draft of Cost of Service Report in compliance with Proposition 218, which will include assumptions, methodology, and explanation of underlying calculations.

1.6. Public Hearing.

Consultant will attend Proposition 218 hearing and will provide rate tables and graphics showing customer impacts, with a one-page summary for posting to the City's website at least 14 days prior to any public hearing.

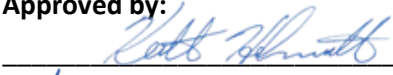
1.7. Final Rate Study Reports.

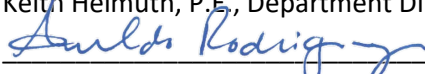
Consultant will provide a final of Cost of Service Report in compliance with Proposition 218, which will include assumptions, methodology, and explanation of underlying calculations.



REPORT TO CITY COUNCIL

Approved by:


Keith Helmuth, P.E., Department Director


Arnaldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: D-2

SUBJECT:

Actions Relating to Varbella Estates II Subdivision (Tract No. 20-S-01):

1. Final Map for Varbella Estates II Subdivision (Tract No. 20-S-01) and Improvement Agreement (Agreement)
2. Annexation of the Varbella Estates II Subdivision (Tract No. 20-S-01) into Zone of Benefit 39; Confirming the Diagram and Assessments for City Wide Landscape and Lighting Assessment District Zone of Benefit 39 For Fiscal Year (FY) 2021/2022

RECOMMENDATION:

Staff recommends that the Council:

1. Adopt Resolution:
 - a. Approving the Final Map for the Varbella Estates II Subdivision.
 - b. Approving Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01).
 - c. Authorizing staff to record the Final Map and Agreement for the Construction of Improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01).
 - d. Accepting the Dedication of Land for Public Use.
2. Adopt Resolution:
 - a. Approving Annexation of Varbella Estates II Subdivision (Tract No. 20-S-01) into Landscape and Lighting Assessment District Zone of Benefit 39 of City-Wide Landscape Maintenance District; confirming the Diagram and Assessment for FY 2021/22 and Authorizing the City Clerk to File the Diagram and Assessment with the Madera County Auditor.

SUMMARY:

On October 11, 2016, the City's Planning Commission approved Tentative Subdivision Map No. TSM 2016-01 for the Varbella Estates II Subdivision ("Project"). The first Proposed Resolution relates to approval of the Final Map and the Subdivision Improvement Agreement ("Improvement Agreement") for Phase II of the Project. The second Proposed Resolution relates to the annexation to the applicable Landscape and Lighting Assessment District.

DISCUSSION:

The Final Map for Varbella Estates II Subdivision has been checked and approved by the City Engineer. The Final Map substantially complies with the approved tentative map. All taxes will be paid prior to recordation of the Final Map. Bonds and insurance requirements will be provided prior to recordation of the Final Map or as part of an application to construct off-site improvements in advance of the approval of the Improvement Agreement. It is noted that Subdivider Valley Land Development, a California Limited Liability Company ("Valley Land Development") requested that the security required by the Improvement Agreement be provided by DMP Development Corp., A California Limited Liability Company ("DMP Development Corp."). For that reason, the Improvement Agreement reflects both Valley Land Development and DMP Development Corp. as the Subdivider.

Valley Land Development and DMP Development Corp. have signed a Landowner's Consent for annexation into Zone of Benefit 39 of City-Wide Landscape Maintenance District. Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15268(b)(3), approval of final subdivision maps is a ministerial action and is exempt from the requirements of CEQA.

FINANCIAL IMPACT:

The Subdivision is included in the City's Community Facilities District (CFD) to offset any impacts to the City's General Fund. The Subdivider has also paid the required fees for the plan checking and inspection of the installation of required improvements for the subdivision.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Subdivisions are not specifically addressed in the vision or action plans. However, some components are consistent.

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

ALTERNATIVES:

Not approve one or more items associated with this Staff Report. If Council does not approve the Final Map, the execution of the Agreement and the annexation of the parcels into the existing LMD zones, it would result in the inability to record the Final Map and for the Subdivider to complete the project. Disapproval will require the Council to make certain findings that specific conditions have not been met.

ATTACHMENTS:

1. Resolution – Approving Final Map
 - Exhibit A – Improvement Agreement
 - Exhibit A – Legal Description
 - Exhibit B – Development Impact Fees
2. Resolution – Confirmation of the Diagram and Assessments (Zone of Benefit 39)
 - Exhibit A – Legal Description
 - Exhibit B – Assessment Diagram (Zone 39)
 - Exhibit C – Assessment Amounts
3. Covenant – LMD Zone 39
 - Exhibit A – Legal Description
4. LMD Zone Map
5. Project Location Map

Attachment 1

Resolution,
Final Map and Agreement

RESOLUTION NO. 20-___

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING THE FINAL MAP FOR THE VARBELLA
ESTATES II SUBDIVISION (TRACT NO. 20-S-01) AND
IMPROVEMENT AGREEMENT (AGREEMENT)**

WHEREAS, Valley Land Development, a California limited liability company, and DMP Development Corp., a California Corporation (collectively "Subdivider") have offered for approval a Final Map designated as Tract No. 20-S-01; and

WHEREAS, the Planning Commission on October 11, 2016 adopted a negative declaration consistent with Section 15070(a) of the California Environmental Quality Act for the Varbella Estates II Subdivision as part of Tentative Subdivision TSM 2016-01; and

WHEREAS, the Final Map for the Varbella Estates II Subdivision, prepared by R. W. Greenwood Associates, Inc., for Subdivider has been certified by the City Engineer that all provisions of the law and of Chapter 2 of Title 10 of the Madera Municipal Code have been complied with and that said subdivision as shown is substantially the same as it appears on the tentative map thereof heretofore approved by the Planning Commission of the City of Madera on October 11, 2016; and

WHEREAS, prior to the delivery of said map and prior to its recordation, the Owner and Subdivider of said subdivision shall enter into and execute an agreement between the City and said Owner and Subdivider for said subdivision which is on file in the office of the City Clerk entitled, "Improvement Agreement Varbella Estates II Subdivision (Tract No. 20-S-01)," (hereafter "Improvement Agreement") wherein the Subdivider, in consideration of the approval of said map by the City and the acceptance by the City of the dedication of lands for public use therein contained, shall agree to construct and complete within the time specified in said Agreement all street and other improvements required of Subdivider under the provisions of Chapter 2 of Title 10 of the Madera Municipal Code relating to regulations and standards for the subdivision of lands in the City and the preparation of maps thereof, and such street or other improvements designated or mentioned in said Agreement and/or set forth in the plans and specifications for the improvements for the Varbella Estates II Subdivision is on file in the office of the City Engineer; and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk a good and sufficient improvement security in a form to be approved by the City Attorney, securing the faithful performance by said Subdivider of all work and the construction of all improvements designated as required in the Improvement Agreement, and also security in form to be approved by the City Attorney securing the payment by said Subdivider of all bills for labor and materials incurred in the construction of any and all said improvements, and the doing of all other work therein agreed to be done by said Subdivider, within the time therein specified, the amount of said improvement securities to be not less than One Million Forty-One Thousand Eight Hundred Sixty Dollars and Twenty-Five Cents (\$1,041,860.25); and

WHEREAS, Subdivider shall, and as a condition precedent to the recordation of said Final Map, furnish to the City and file with the City Clerk certificates or policies of public liability and property damage insurance as required in the Improvement Agreement.

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

1. The above recitals are true and correct.
2. The Final Map for the Varbella Estates II Subdivision (Tract No. 20-S-01) is approved.
3. The agreement entitled "Improvement Agreement Varbella Estates II Subdivision (Tract No. 20-S-01)" for the construction of improvements for the Varbella Estates II Subdivision is approved and attached as Exhibit "A." A copy of the Agreement shall be kept on file in the office of the City Clerk.
4. The Staff is authorized to record the Final Map and Agreement for the construction of improvements for the Varbella Estates II Subdivision (Tract No. 20-S-01) subject to receipt of the bonds and insurance required by the Agreement.
5. The dedication of lands for public use is accepted.
6. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Improvement Agreement

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City Clerk

City of Madera

205 W. 4th Street

Madera, CA 93637

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

**IMPROVEMENT AGREEMENT
VARBELLA ESTATES II SUBDIVISION
(TRACT NO. 20-S-01)**

THIS IMPROVEMENT AGREEMENT ("Agreement") is entered into this ____ day of _____, 2020, (the "Effective Date") by and between the City of Madera, a municipal corporation of the State of California, hereinafter referred to as "City" and Valley Land Development, a California limited liability company, and DMP Development Corp. a California Corporation hereinafter collectively referred to as "Subdivider" or "Owner" (individually a "Party" and collectively the "Parties").

RECITALS

- A. Owner has filed with City a certain subdivision map of a proposed division of land known as FINAL MAP OF TRACT NO. 20-S-01 VARBELLA ESTATES II, recorded _____, in Book ___, Pages ___ through ___, recorded as document no. _____ Madera County records, situated in the City of Madera, County of Madera, State of California (the "Subject Property") owned by Owner, located within the corporate limits of the City, and more particularly described as set forth in Exhibit "A." A copy of said Tentative Tract Map No. 2016-01 ("Tentative Map") is on file with the City Clerk.
- B. The City has conducted the appropriate environmental review of the proposed subdivision; the Planning Commission has determined the proposed subdivision is consistent with the City's general plan in that the land use is compatible with the objectives, policies, general land uses, and programs specified in such a plan; and the Planning Commission has recommended approval of the proposed Tentative Map as conditioned.
- C. City requires as a condition precedent to the acceptance and approval of the Final Tract Map the dedications or deeds of such streets, highways, and public places for all areas delineated on said map for street and other public purposes as required under the Madera Municipal Code, this Agreement, and the Tentative Map.

- D. Owner is required to construct certain street, utility, and public improvements within the boundaries of said Final Tract Map. Owner shall, at the Owner's own cost and expense, construct all of the improvements, mentioned, all in accordance with and to the extent and as provided in those certain plans entitled, "Varbella Estates II, Tract No. 20-S-01 Subdivision Improvement Plans," as approved by the City Engineer and on file with the City Engineer of the City of Madera and the City of Madera Plans and Specifications, as amended. Said work shall include but shall not necessarily be limited to, all of the following: asphalt concrete paving, aggregate base, concrete curb and gutters, sidewalks, water and sewer mains, water and sewer services, storm drainage facilities, street lights, fire hydrants, gas, electric and communication lines, landscape district improvements, implementation of any and all Best Management Practices (BMP's) as outlined in the City's Storm Water Quality Management Program and Storm Water Pollution Prevention Plan on file in the office of the City Engineer, implementation of any and all BMP's to prevent the infiltration of storm water into the City's sanitary sewer collection system, and all other work, improvements or construction required by or mentioned in the above referenced plans and specifications and all appurtenances reasonably necessary to complete the aforementioned improvements. Except for streets not having direct residential access, installation of sidewalks may be deferred and constructed with residential development subsequent to the acceptance of the subdivision improvements so long as each and every house has an ADA accessible route to a collector or arterial adjacent to the subdivision prior to occupancy of any house.
- E. Reference is made hereby to (a) that certain subdivision map entitled, "Final Map of Tract No. 20-S-01 Varbella Estates II," (b) improvement construction plans, (c) those certain specifications on file in the office of the City Engineer entitled, "City of Madera Standard Plans and Specifications," and (d) "Madera Irrigation District Standards," as may be applicable this project, for a more particular description of the work and improvements generally outlined in this Agreement. Said subdivision map, plans and specifications referred to in this paragraph are hereby incorporated herein and made a part of this Agreement by reference thereto.
- F. Owner desires and agrees to complete the improvements and subdivide the Subject Property through the Subdivision Map Act process.
- G. City Council approval of said Final Tract Map to divide the property and acceptance of the dedications therein offered are subject to and on the condition precedent that Owner first enter into and execute this Agreement with the City and provide the City with all other things as required herein and/or as required by the City.
- H. Recordation of said Final Tract Map to divide the property therein offered are subject to and on the condition precedent that Owner first provide the City with such bonds, improvement securities, monies, insurance and Homeowners Association as required

herein and/or as required by the City.

AGREEMENT

In consideration of the approval of the foregoing recitals which are made a substantive part of this Agreement and in consideration of the approval of the above-mentioned Final Tract Map by City for filing and recording as provided and required by law, Subdivider/Owner and City do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 *et seq.* ("the Subdivision Map Act"), and Section 10-2.701 *et seq.* of Chapter 2 of Title X of the Madera Municipal Code. The provisions of this Agreement and the improvements to be constructed as required by the Subdivision Map Act and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

B. DEFINITIONS

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

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

C. DEVELOPMENT FEES

1. Development Impact Fees: Owner is obligated to pay all Development Impact Fees for sewer, wastewater treatment plant, water, storm drainage, parks, administrative, fire, general government, police, public works, streets, transportation and traffic signals in the amounts shown in the City's Master Fee Schedule, section "Development Impact Fees" on Exhibit "B" attached hereto and incorporated by reference. The impact fees shall be paid at time of application for each individual building permit in accordance with the fees in

place at the time of application.

2. Other Fees: In addition, Owner is obligated to pay plan check, improvement inspection, grading permit, building permit, encroachment permit, and similar miscellaneous fees as well as drainage and other utility fees required under the Madera Municipal Code and any resolution establishing fees and charges.
3. Fee Adjustments:
 - a) Development Impact Fees - In the event impact fees are updated as a result of recommendation included within any future Development Impact fee Study Report, Owner shall pay those adjusted fees with each building permit secured following adoption of said fees by the City Council.
 - b) Other Fees - In the event the improvements are not completed as set forth in Article II, Section D of this Agreement and an extension is secured by Owner, the City reserves the right to adjust the fees to those prevailing at the time of construction.

D. INDEMNIFICATION

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

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

E. INSURANCE

Prior to the recordation of the Final Map, Owner or Owner's contractors shall furnish to City satisfactory evidence of an insurance policy written upon a form and by a company which meets with the approval of City insuring City and the City Engineer, their officers, agents and employees against loss or liability which may arise during the work or which may result from any of the work herein required to be done, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of Five Million Dollars (\$5,000,000.00) per occurrence for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. The general liability policies shall be primary and shall not seek contribution from the City's coverage and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that Owner or its contractors and City and the City Engineer, their officers, agents and employees shall be additional insureds under such policies. An endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Any policy required by the Encroachment Permit shall include coverage for underground explosion and collapse. Said policy shall state by its terms and by an endorsement that said policy shall not be canceled until City shall have had at least thirty (30) days' notice in writing of such cancellation.

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

F. NOTICE OF COMPLETION

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

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

reached during the period commencing with the issuance of any occupancy permit and terminating upon the final acceptance of the tract.

G. BONDS AND OTHER SECURITY

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

1. Performance Security. Owner shall provide to City performance security in an amount no less than Six Hundred Ninety-Four Thousand Five Hundred Seventy-Three Dollars and Fifty Cents (\$694,573.50) which amount is equal to one hundred percent (100%) of the total estimated cost of all required work to be completed as required in this Agreement. Said performance security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
2. Payment Security. Owner shall provide to City payment security in an amount no less than Three Hundred Forty-Seven Thousand Two Hundred Eighty-Six Dollars and Seventy-Five Cents (\$347,286.75) which amount is equal to fifty percent (50%) of the estimated cost of all required work to secure payment to the contractor, his or her subcontractors, and persons renting equipment or furnishing labor or materials for such improvements. Said amount shall be determined by the City Engineer at the time such payment security is due when a successor in interest acquires fee simple interest in any portion of the property. Said payment security shall be in the form of (i) a letter of credit, from a bank insured by FDIC, (ii) a performance bond issued by a surety authorized to conduct business in the State of California, (iii) or cash. All required securities must be in a form approved by City's attorney.
3. Warranty Security. Owner shall remedy any defective work, labor or materials related to the Improvements, and shall pay City for any damage to the Improvements resulting therefrom, which occur within a period of one (1) year from the date of acceptance of the Improvements by the City. To ensure Owner complies with these obligations, on acceptance of the required work by the City Engineer, warranty security in the amount of the ten percent (10%) of the estimated cost of all required work shall be furnished to City in an amount no less than Sixty-Nine Thousand Four Hundred Fifty-Seven Dollars and Thirty-Five Cents (\$69,457.35). The warranty security shall serve as a guarantee and

warranty of the work for a period of one (1) year following acceptance against any defective work, labor or materials. The warranty security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements required under this Agreement.

H. MATERIALS AND LABOR

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

I. LIGHTING AND LANDSCAPING DISTRICT

The Owner agrees to complete annexation to or establishment of a Lighting and Landscaping District Zone of Benefit 39 pursuant to California Streets and Highway Code section 22500, *et. seq.*, and to maintain lighting and publicly landscaped areas until the City formally accepts the Improvements which are the subject of this Agreement. Prior to release and recordation of the Final Map, Owner shall, at Owner's sole cost and expense, submit to City all engineering reports, assessment data, and updated maps necessary to cause the Subject Property, to be annexed into Zone of Benefit 39 of the City-Wide Landscape and Lighting Assessment District. The annexation of the property into Zone of Benefit 39 shall be considered for recording concurrently with the City Council's consideration and approval of the Final Map. If annexation into Zone of Benefit 39 is not possible for any reason, the Owner shall cooperate with the City in forming a new Zone of Benefit or identification of another existing zone into which this subdivision can be annexed.

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE; ATTORNEY'S FEES

In addition to any other remedies provided in this Agreement or by law, in the event Owner fails to perform one or more of the covenants or conditions of this Agreement, City shall have recourse to the security given to guarantee the performance of such acts. City may do, or cause to be done, those acts required of Owner, and shall have recourse against

so much of the security as is necessary to discharge the responsibility of Owner. In the event City seeks recourse against a security, City shall also have recourse against Owner for any and all amounts necessary to complete the obligations of Owner in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorney's fees pursuant to Gov. Code, § 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and Owner.

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

L. TIME OF THE ESSENCE

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

M. SUCCESSORS AND ASSIGNS; COVENANT RUNNING WITH LAND

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective parties. It shall be recorded in the Official Records of the County of Madera concurrently with final map of the Subdivision and shall constitute a covenant running with the land and an equitable servitude upon the real property in the Subdivision.

N. INTEGRATION; INCORPORATION OF EXHIBITS

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

O. CONDITIONS OF APPROVAL

Owner shall comply with all conditions of approval set forth in TSM 2016-01 approving the Tract Map as adopted on October 11, 2016 by the Planning Commission, including the requirements and conditions of the City Engineer, and all specifications or requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. COMPLIANCE WITH LAW

In performing obligations set forth in this Agreement, Owner shall comply with all applicable laws, regulations, and rules of all local, state and federal governmental agencies having jurisdiction including, without limitation, applicable federal and state labor

standards and environmental laws and regulations. Owner shall comply with the codes or ordinances of the City including the Madera Municipal Code and Building Codes.

Q. PREVAILING WAGES

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

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEY’S FEES AND LEGAL EXPENSES

If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing party in such proceeding

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

U. OBLIGATION RUNNING WITH LAND

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

V. WAIVER

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

W. SUBORDINATION

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

X. NO ASSIGNMENT

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

Y. CAPTIONS

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

Z. AMBIGUITIES OR UNCERTAINTIES

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

AA. SEVERABLE PROVISIONS

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

BB. RELEASE OF CONDITIONS

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

CC. PIPES AND MONUMENTS

All pipes and monuments shown on the final subdivision map hereinafter referred to which are destroyed or displaced during construction operations shall be replaced by Subdivider at the time of the final inspection of the Improvements hereunder by City.

DD. OWNERSHIP OF IMPROVEMENTS

It is agreed that title and ownership of any public improvements constructed hereunder by Subdivider shall vest absolutely in City upon completion and acceptance of such Improvements by City.

EE. RELEASE OF BONDS AND SECURITIES

The release of bonds and securities called for herein shall not occur until: (1) the work provided for in this agreement and more specifically described in the plans and specifications herein referred to, is approved and accepted by the City Engineer; and (2), work not in conformance with said plans and specifications is removed from the project site to the satisfaction of the City Engineer.

FF. SUBDIVIDER NOT A CITY AGENT OR EMPLOYEE

It is mutually understood and agreed that neither Owner nor any of Owner's agents, contractors, or subcontractors are or shall be considered to be agents or employees of the City of Madera in connection with the performance of Owner's obligations under this Agreement.

GG. DEPOSIT FOR CORRECTION OF DEFICIENCIES

In addition to the improvement security hereinabove referred to, Subdivider shall concurrently deposit with the City not less than 1% of engineer's estimate in an amount no less than Six Thousand Nine Hundred Forty-Five Dollars and Seventy-Four Cents (\$6,945.74), which may be used at the discretion of the City to correct deficiencies and conditions caused by Subdivider or Subdivider's contractors during or after construction of the subdivision. Any unexpended amount thereof will be returned to Subdivider when all other bonds or improvement securities are released.

HH. REIMBURSEMENTS/FAIR SHARE CONTRIBUTIONS DUE FROM SUBDIVIDER

There are no reimbursements/fair share contributions due from Subdivider.

II. REIMBURSEMENTS TO BE PROVIDED TO SUBDIVIDER

In consideration of public improvements constructed through plans prepared by R. W. Greenwood Associates, Inc., for Varbella Estates II Subdivision (Tract No. 20-S-01), the City agrees to reimburse the Owner reasonable costs for construction of the following public improvements:

1. Pecan Avenue

- (i) Street Construction – The center three lanes (includes median) of this street construction (40 feet) are eligible for reimbursement through the City's Impact Fee Program, subject to the availability of funds.

JJ. TERMS OF REIMBURSEMENTS TO BE PROVIDED TO OWNER

The following terms shall apply to any and all reimbursements to be provided to Owner.

- i. City agrees to reimburse Owner the City's proportionate share of the cost of improvements as determined by the City Engineer at his sole discretion and whose decision shall be final and as set forth below. At the discretion of the City Engineer any reimbursements shall be in the form of credits toward storm drainage, water main, water well, and street impact fees

or from the collection of storm drainage, water main, water well and street impact fees or connection fees as applicable from other developments using said facilities as said fees are collected or a combination thereof. City shall not reimburse any expenses beyond the actual and reasonable cost of installing the improvements. All reimbursements are subject to the conditions precedent that the Owner shall have submitted a financial statement within ninety (90) days of the City's acceptance of the improvements, showing evidence of the actual cost of the improvements described in this agreement. Evidence shall be provided in the form of receipted bills, canceled checks and/or construction contracts. Failure to timely submit evidence shall void the reimbursement agreement as to any items not timely submitted or not supported by such evidence. Any cost to be reimbursed for administration or overhead shall not exceed the usual and customary cost for such expenses in the industry, and in no event shall they exceed fifteen percent (15%). Such cost shall be determined in the sole discretion of the City Engineer. City agrees to reimburse Owner for the cost of interest in accordance with Government Code Section 66485. The interest begins to accrue at the time of City's acceptance of the improvements. The interest rate to be paid is the interest rate that the City pays at the time of the City's acceptance of the improvements when the City borrows money in accordance with Madera Municipal Code section 10-8.12(C).

- ii. City does not guarantee reimbursement, where reimbursements are made from impact fees or connection fees as those fees are collected. The City shall have no responsibility for the delivery of the funds collected hereunder to Owner and only agrees to hold said funds collected and to make payment as directed by Owner upon contact by City. City will contact Owner within ninety (90) days of collection of funds at the address as specified in this agreement or as may thereafter be provided in writing to the City Clerk of the City. City shall have no obligation to locate or determine the true address of Owner other than the addresses provided under this Agreement. If no contact has been made at the address provided under this Agreement, City shall hold such funds collected hereunder for a period of one (1) year. Undistributed funds shall then be paid into the appropriate Impact or Connection Fee fund and all responsibilities and liabilities of City shall terminate. City cannot and does not pledge itself in advance that such charges

will be collected or that they are valid or that there will be proceeds for reimbursement, but only that pursuant to this agreement City will, as a condition precedent to the issuance of permits for the development of such properties, levy such charges. Owner acknowledges that impact fees may be used to reimburse other developers based on a first in time payment process and additionally, may be pledged for the payment or repayment of other improvements to be constructed by or for City in advance of reimbursement to Owner. In no event shall reimbursement exceed the Subdivider's cost of construction as adjusted by the Engineering News Record Construction Cost Index (CCI) as determined by the City Engineer based upon duly verified records submitted to the city within 90 days from the completion of such facilities and approved by the City Engineer. For the purpose of determining the adjustment in the CCI, the time begins upon acceptance of improvements by City Council after execution of the Agreement.

KK. ASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by Owner without the express written consent of City. Subject to the limitations on assignment, this Agreement shall inure to the interest of the Parties hereto.

LL. VENUE

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

MM. ACKNOWLEDGEMENT OF CONTENT

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

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

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

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

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

B. SCOPE OF IMPROVEMENTS

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

C. APPROVED PLANS

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

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

D. SCHEDULE

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

The Owner agrees to complete the improvements within 24 months from the recording of the Final Map as required by Madera Municipal Code Section 10-2.711.1 unless Owner requests an extension and is granted an extension by the City Council. Owner is responsible for following the extension request process under Madera Municipal Code Section 10-2.711.3.

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

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

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

G. COORDINATION OF CONTRACTORS

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

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

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

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

J. DUST CONTROL

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

K. STREET SURFACING AND UNDERGROUNDING OF UTILITIES

Owner agrees all existing overhead utilities within the boundaries of this subdivision, and on adjacent streets and/or alleys to the centerlines thereof shall be relocated into underground installations except for transformers consistent with the Construction Plans for Varbella Estates II Subdivision (Tract No. 20-S-01). All new utilities shall be undergrounded, and all work shall be completed before installation of street surfacing, if any.

L. STREET SWEEPING

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

M. WARRANTY

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

N. PRECONSTRUCTION MEETING

Owner agrees to meet with the City at a preconstruction meeting upon request of the City. Subcontractors for public improvements shall be required to attend. Failure to do so may result in a stoppage of work until a preconstruction meeting is held.

O. BUILDING MATERIALS RECYCLING

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

ARTICLE III. SPECIAL PROVISIONS

A. SUCCESSORS IN INTEREST: Successors in interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at the time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

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

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

SUBDIVIDER/OWNER:

DMP Development Corp., A California
Corporation

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

By: _____
Michael A. Pistoiresi, Vice President

APPROVED:

By: _____
Keith Helmuth, P.E., City Engineer

Valley Land Development, A California
Limited Liability Company

By: _____
Michael A. Pistoiresi, Managing
Member

ATTEST:

By: _____
Alicia Gonzales, City Clerk

NOTARY ACKNOWLEDGEMENT REQUIRED

EXHIBIT "A"
Legal Description

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED BY ERNEST VARBELLA, AN UNMARRIED MAN, TO MADERA UNIFIED SCHOOL DISTRICT IN DEED RECORDED JANUARY 28, 2004, AS DOCUMENT NO. 2004003422 OF MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCELS A, B AND C OF MAP ENTITLED "PARCEL MAP NO. 12-P-03, RECORDED SEPTEMBER 6, 2012, IN BOOK 60, OF PARCEL MAPS AT PAGE 111, MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE PROPERTY DESCRIBED IN MAP ENTITLED "FINAL MAP OF TRACT NO. 17-S-02, VARBELLA ESTATES I, PHASE I OF VESTING TENTATIVE MAP NO. 2016-01, RECORDED JULY 11, 2018, IN BOOK 64, OF SUBDIVISIONS AT PAGE 100, MADERA COUNTY RECORDS.

THE ABOVE DESCRIBED LAND IS A PORTION OF LAND SHOWN AS "REMAINDER" PARCEL ON MAP ENTITLED PARCEL MAP NO. 12-P-03, RECORDED SEPTEMBER 6, 2012, IN BOOK 60 OF PARCEL MAPS AT PAGE 111, MADERA COUNTY RECORDS.

EXHIBIT "B"
Development Impact Fees

Impact Fee Category	SFD Fee	MFD Fee	Commercial Fee (sq.ft.)	Industrial Fee (sq.ft.)
Administrative impact fee	93.72	56.67	0.024	n/a
Fire department impact fees	336.75	247.38	0.036	0.0240
General government impact fees	231.04	168.92	0.012	n/a
Police department impact fee	541.63	398.87	0.072	0.0599
Parks department impact fee	2,652.57	1,945.29	n/a	n/a
Public Works impact fee	323.67	99.17	0.133	0.0970
Sewer additional obl. impact fee - northwest	185.27	134.05	0.048	[1]
Sewer additional obl. impact fee - northeast	992.81	724.72	0.169	[1]
Sewer additional obl. impact fee - southwest	569.97	381.43	0.193	[1]
Sewer additional obl. impact fee - southeast	1,495.21	1,093.07	0.278	[1]
Sewer additional obl. impact fee - SCCC	888.19	625.55	0.181	[1]
Sewer additional obl. impact fee - exist. area	135.14	93.72	0.024	[1]
Storm drain impact fee - northwest	2,028.12	1,044.03	1.330	0.5558
Storm drain impact fee - northeast	3,099.39	1,453.79	1.210	0.5558
Storm drain impact fee - southwest	1,250.00	559.07	1.188	0.5558
Storm drain impact fee - southeast	3,472.10	1,394.94	1.090	0.5558
Storm drain impact fee - existing service area	1,132.30	545.99	0.632	0.5558
Storm drain impact fee - SCCC	n/a	n/a	n/a	n/a
Sewer exist. obl. impact fee - northwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - northeast	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southwest	272.45	272.45	0.036	\$272/unit [1]
Sewer exist. obl. impact fee - southeast	716.00	716.00	0.085	\$716/unit [1]
Sewer exist. obl. impact fee - SCCC	n/a	n/a	n/a	n/a
Streets 16 ft. arterial street median island	387.97	237.58	0.142	n/a
Streets 24 ft. collector street lane	697.47	428.29	0.251	n/a
Streets 12 ft. arterial street lane	697.47	428.29	0.251	n/a
Transportation facility impact fee - city wide	951.40	584.13	0.254	0.3869
Traffic signals	235.40	144.94	0.087	n/a
Water impact fees - pipes	283.33	151.48	0.133	n/a
Wastewater treatment plan impact fee	1,314.30	923.06	0.763	1.5148
Water impact fees - Wells	562.34	300.78	0.072	[2]
Industrial Fee Notes [1] Westberry Blvd/Ellis Street interceptor to be based on a dwelling unit equivalency at \$272 per unit. Road 28 interceptor to be based on a dwelling unit equivalency at \$716 per unit. [2] A minimum of \$413 or the amount determined by the City Engineer by multiplying \$413 for water supply by either (1) the proposed users estimated daily use in gallons per day divided by 1050, or (2) the estimated number of employees divided by 6, whichever is greater.				

Attachment 2

Resolution

Confirmation of the Diagram and Assessments for Zone of Benefit 39

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING ANNEXATION OF VARBELLA ESTATES II
SUBDIVISION (TRACT NO. 20-S-01) INTO ZONE OF BENEFIT 39;
CONFIRMING THE DIAGRAM AND ASSESSMENT FOR CITY WIDE
LANDSCAPE AND LIGHTING ASSESSMENT DISTRICT ZONE OF
BENEFIT 39 FOR FISCAL YEAR (FY) 2021/22 AND AUTHORIZING
THE CITY CLERK TO FILE THE DIAGRAM AND ASSESSMENT WITH
THE MADERA COUNTY AUDITOR**

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

WHEREAS, the recommended assessments for FY 2021/22 reflect the cost of landscape maintenance provided by the City for said fiscal year; and

WHEREAS, all of the owners of property proposed to be annexed to the Zone of Benefit 39 of said District consisting of Varbella Estates II Subdivision (Tract No. 20-S-01), as described in Exhibit "A" attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both;

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

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

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

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

1. The above recitals are true and correct.
2. That the public interest and convenience require that certain property described in Exhibit "A" and as diagramed in Exhibit "B," both of which are attached hereto and

by reference incorporated herein, be annexed to City Landscape Maintenance District as Zone of Benefit 39 for the maintenance and servicing of landscaping facilities.

3. The City Council hereby confirms the diagram and annual assessments and levies the assessments for FY 2021/22 for the same, as identified in Exhibits "A," "B" and "C," and as set forth in "Covenant Landscape Maintenance District Zone of Benefit 39."
4. Pursuant to Section 22641 of the Streets and Highways Code, the City Clerk is authorized and directed to forthwith file the diagram and assessments with Auditor of Madera County.
5. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A

Legal Description

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED BY ERNEST VARBELLA, AN UNMARRIED MAN, TO MADERA UNIFIED SCHOOL DISTRICT IN DEED RECORDED JANUARY 28, 2004, AS DOCUMENT NO. 2004003422 OF MADERA COUNTY RECORDS.

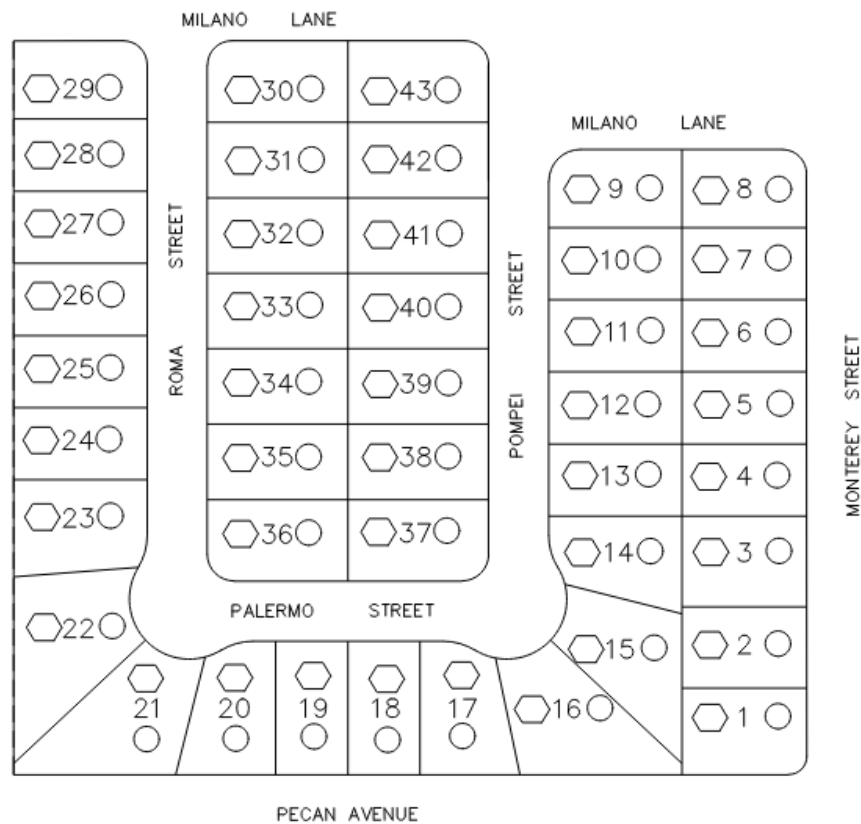
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ALSO EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE PROPERTY DESCRIBED IN MAP ENTITLED "FINAL MAP OF TRACT NO. 17-S-02, VARBELLA ESTATES I, PHASE I OF VESTING TENTATIVE MAP NO. 2016-01, RECORDED JULY 11, 2018, IN BOOK 64, OF SUBDIVISIONS AT PAGE 100, MADERA COUNTY RECORDS.

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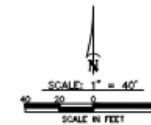
Exhibit B

Assessment Diagram



- LEGEND**
- PARCEL LOT BOUNDARY
 - ZONE BOUNDARY
 - 1 SUBDIVISION LOT NUMBER
 - ① ASSESSMENT NUMBER
 - ① ASSESSOR'S PARCEL NUMBER
 - ④⑥① ASSESSOR'S BLOCK NUMBER

ASSESSMENT DIAGRAM – PAGE 1 OF 1
 MADERA LANDSCAPE MAINTENANCE DISTRICT – ZONE 39
 CITY OF MADERA, COUNTY OF MADERA, STATE OF CALIFORNIA



CITY OF MADERA
 VARBELLA ESTATES
 PHASE II
 REV. SEPTEMBER 2020

Exhibit C

Assessment Amounts (Sheet 1 of 2)

Lot	Owner	Assessment Amount (FY 2021/2022)
1	Valley Land Development, a California Limited Liability Company	\$ 42.20
2	Valley Land Development, a California Limited Liability Company	\$ 42.20
3	Valley Land Development, a California Limited Liability Company	\$ 42.20
4	Valley Land Development, a California Limited Liability Company	\$ 42.20
5	Valley Land Development, a California Limited Liability Company	\$ 42.20
6	Valley Land Development, a California Limited Liability Company	\$ 42.20
7	Valley Land Development, a California Limited Liability Company	\$ 42.20
8	Valley Land Development, a California Limited Liability Company	\$ 42.20
9	Valley Land Development, a California Limited Liability Company	\$ 42.20
10	Valley Land Development, a California Limited Liability Company	\$ 42.20
11	Valley Land Development, a California Limited Liability Company	\$ 42.20
12	Valley Land Development, a California Limited Liability Company	\$ 42.20
13	Valley Land Development, a California Limited Liability Company	\$ 42.20
14	Valley Land Development, a California Limited Liability Company	\$ 42.20
15	Valley Land Development, a California Limited Liability Company	\$ 42.20
16	Valley Land Development, a California Limited Liability Company	\$ 42.20
17	Valley Land Development, a California Limited Liability Company	\$ 42.20
18	Valley Land Development, a California Limited Liability Company	\$ 42.20
19	Valley Land Development, a California Limited Liability Company	\$ 42.20
20	Valley Land Development, a California Limited Liability Company	\$ 42.20
21	Valley Land Development, a California Limited Liability Company	\$ 42.20
22	Valley Land Development, a California Limited Liability Company	\$ 42.20

Exhibit C

Assessment Amounts (Sheet 2 of 2)

Lot	Owner	Assessment Amount (FY 2021/2022)
23	Valley Land Development, a California Limited Liability Company	\$ 42.20
24	Valley Land Development, a California Limited Liability Company	\$ 42.20
25	Valley Land Development, a California Limited Liability Company	\$ 42.20
26	Valley Land Development, a California Limited Liability Company	\$ 42.20
27	Valley Land Development, a California Limited Liability Company	\$ 42.20
28	Valley Land Development, a California Limited Liability Company	\$ 42.20
29	Valley Land Development, a California Limited Liability Company	\$ 42.20
30	Valley Land Development, a California Limited Liability Company	\$ 42.20
31	Valley Land Development, a California Limited Liability Company	\$ 42.20
32	Valley Land Development, a California Limited Liability Company	\$ 42.20
33	Valley Land Development, a California Limited Liability Company	\$ 42.20
34	Valley Land Development, a California Limited Liability Company	\$ 42.20
35	Valley Land Development, a California Limited Liability Company	\$ 42.20
36	Valley Land Development, a California Limited Liability Company	\$ 42.20
37	Valley Land Development, a California Limited Liability Company	\$ 42.20
38	Valley Land Development, a California Limited Liability Company	\$ 42.20
39	Valley Land Development, a California Limited Liability Company	\$ 42.20
40	Valley Land Development, a California Limited Liability Company	\$ 42.20
41	Valley Land Development, a California Limited Liability Company	\$ 42.20
42	Valley Land Development, a California Limited Liability Company	\$ 42.20
43	Valley Land Development, a California Limited Liability Company	\$ 42.20

Attachment 3

LMD Covenant

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

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

**COVENANT
LANDSCAPE MAINTENANCE DISTRICT
ZONE OF BENEFIT 39**

WHEREAS, Valley Land Development, a California limited liability company, hereinafter referred to as "Covenantor," is the owner of the real property situated in the City of Madera, County of Madera, State of California, hereinafter referred to as "Subject Property" and more particularly described in attached Exhibit "A" which is incorporated by reference; and

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

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

WHEREAS, Covenantor is required by the City as a condition of Tentative Subdivision Map (TSM) 2016-01 approval and the Improvement Agreement to annex to the City's Landscape Maintenance District; and

WHEREAS, the Planning Commission on October 11, 2016 approved Tentative Subdivision Map TSM 2016-01 for the Varbella Estates II Subdivision (Tract No. 20-S-01) which provided for the annexation of this subdivision into the aforementioned Zone of

Benefit; and

WHEREAS, maintenance of the landscaping associated with the Subject Property shall be the responsibility of the City's Landscape Maintenance District subject to acceptance of the subdivision and all improvements including said landscaping.

NOW, THEREFORE, it is agreed:

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

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

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

4. The Covenantor consents to an annual assessment on the Subject Property currently in an amount not to exceed \$42.20 per dwelling unit. The Covenantor agrees that this assessment is proportional to, and no greater than, the special benefit conferred on the Subject Property by being annexed into the Landscape Maintenance District. The

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

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

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

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

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

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

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

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

12. This Covenant shall be effective on _____, 2020.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

CITY OF MADERA:

By: _____
Andrew J. Medellin, Mayor

COVENANTOR:

Valley Land Development, a California Limited
Liability Company

By: _____
Michael A. Pistoressi, Managing Member

APPROVED AS TO FORM:

By: _____
Hilda Cantú Montoy, City Attorney

***NOTARY ACKNOWLEDGEMENT
REQUIRED***

ATTEST:

By: _____
Alicia Gonzales, City Clerk

APPROVED:

By: _____
Keith B. Helmuth, P.E., City Engineer

EXHIBIT "A"
Legal Description

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

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 11 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE CITY OF MADERA, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL PLAT THEREOF.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND CONVEYED BY ERNEST VARBELLA, AN UNMARRIED MAN, TO MADERA UNIFIED SCHOOL DISTRICT IN DEED RECORDED JANUARY 28, 2004, AS DOCUMENT NO. 2004003422 OF MADERA COUNTY RECORDS.

ALSO EXCEPTING THEREFROM PARCELS A, B AND C OF MAP ENTITLED "PARCEL MAP NO. 12-P-03, RECORDED SEPTEMBER 6, 2012, IN BOOK 60, OF PARCEL MAPS AT PAGE 111, MADERA COUNTY RECORDS.

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Attachment 4

LMD Zone Map

Attachment 5

Project Location Map

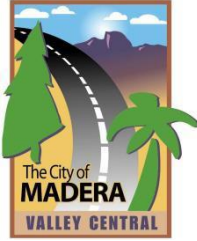
LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
 205 W. 4TH STREET
 MADERA, CA 93637

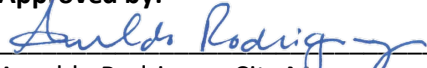
VARBELLA ESTATES II
 TRACT 20-S-01

DR BY:	RP
CH BY:	TL
DATE	9/23/20
SCALE:	NTS
SHT	1 OF 1



REPORT TO CITY COUNCIL

Approved by:


Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: D-3

SUBJECT:

Agreement for Special Counsel Legal Services with Abbott & Kindermann, Inc.

RECOMMENDATION:

Adopt the resolution approving the agreement for special counsel legal services with Abbott & Kindermann, Inc.

SUMMARY:

The City Council has determined to pursue legal options concerning the High Speed Rail Authority's Final Supplemental Environmental Impact Report and Environmental Impact Statement for the Central Valley Wye Portion of the Merced to Fresno Section of the California High Speed Rail Project (Final SEIR/EIS) and the SR 152 (North) to Road 11 Wye.

In determining to pursue said legal options, it is in the best interests of City to engage a law firm which is expert in CEQA and also familiar with the Project and environmental documents. Abbott & Kindermann, Inc. has prepared comments to the environmental documents on behalf of the Wye Task Force, comprised of the City of Madera, City of Chowchilla, Madera County, Madera Unified School District, Madera County Transportation Commission, Workforce Development Board, and the Economic Development Commission.

The proposed agreement is standard and includes scope of services, compensation, and standard provisions reviewed by City Attorney. Time is of the essence regarding this matter.

FINANCIAL IMPACT:

The Firm has agreed to utilize a range starting at \$195 and capped at \$400 per hour for their fees. At this time, it is difficult to forecast potential and final costs associated with this Agreement. The City Attorney and this office will keep the Council updated with milestones and potential costs.

ALTERNATIVES:

Council could direct staff to solicit additional proposals for Special Counsel.

ATTACHMENTS:

1. Resolution approving the proposed agreement for legal services.

2. Exhibit 1 to Resolution: Proposed agreement for legal services.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA APPROVING AN
AGREEMENT FOR SPECIAL COUNSEL LEGAL SERVICES BETWEEN THE CITY OF
MADERA AND ABBOTT & KINDERMANN, INC**

WHEREAS, the City of Madera has a need to secure expert legal services to advise and represent the City concerning the High Speed Rail Authority's Final Supplemental Environmental Impact Report and Environmental Impact Statement for the Central Valley Wye Portion of the Merced to Fresno Section of the California High Speed Rail Project (Final SEIR/EIS) and the SR 152 (North) tor Road 11 Wye.; and

WHEREAS, Abbott & Kindermann, Inc. has the legal competence, experience, and qualifications to provide professional legal services required by the City.

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

1. The above recitals are true and correct.
2. The Agreement for Legal Services between the City and Abbott & Kindermann, Inc., a copy of which is attached hereto as Exhibit A, is approved.
3. This resolution is effective immediately upon adoption.

* * * * *

Exhibit A to Resolution: Proposed agreement for legal services

AGREEMENT FOR LEGAL SERVICES

This Agreement for Legal Services is made between **City of Madera** (hereinafter collectively referred to as “Client”) and **Abbott & Kindermann, Inc.** (hereinafter “Attorney”).

1. **Commencement:** Attorney will provide legal services when Client returns a signed copy of this Agreement and pays the initial deposit called for under paragraph 9. Provided, however, that if Attorney provides services to Client at Client's request prior to Client's execution of this Agreement, then the effective date of the Agreement shall be the date Attorney first provided services.

2. **Scope of Services:** Client wishes to retain Attorney to assist Client in legal matters pertaining to the California High Speed Rail matters in the City of Madera.

Client may direct Attorney, either verbally or in writing, to perform additional legal services for Client unrelated to the above-specified matter. Unless such additional services are the subject of a separate written Agreement for Legal Services, Client and Attorney agree that such additional legal services shall be considered within the scope of services under this Agreement, subject to all of the terms and conditions set forth herein, and shall be billed at Attorney's hourly rates as shown on the attached Rate Schedule.

In the event that Attorney is required to represent Client in litigation, Client agrees to fund the litigation, based upon a budget prepared by Attorney, and agreed upon by Client. In the event that the scope of litigation increases, Attorney shall periodically update the budget.

3. **Statement of Representation of Denoted Client:** Client agrees that only the named Client is represented by Attorney. Corporate officers, shareholders, employees or partners, whether general or limited, or consultants acting on behalf of the named client, are not clients of the firm unless agreed to in writing by Attorney.

4. **Designation of Authorized Contact Person:** If the Client is other than a single individual, Client agrees to designate **Arnoldo Rodriguez** as the Contact Person. Attorney shall be responsible to report to and take direction from the Contact Person. Client agrees that information provided to the Contact Person and decisions made by the Contact Person by consensus agreement shall be deemed to be information transmitted to and decisions made by the Client. Unless otherwise agreed to in writing by Attorney, Client agrees that the Contact Person is responsible for relaying all communications between Attorney, Contact Person and Client.

5. **Exclusion for Tax Advice:** This firm does not offer tax advice to its clients. There may be tax consequences associated with the matter for which this firm has been retained. We recommend that you consult with your tax advisor and have him or her consult us.

6. **Client's Duties:** Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any developments, to abide by this Agreement, to pay Attorney's bills on time, and to keep Attorney advised of any changes in Client's address, telephone number, and whereabouts. In the event that Client has legal concerns requiring immediate attention, Client agrees not to rely upon use of email to communicate with Attorney, but will speak with Attorney directly by telephone or in person regarding these concerns.

7. **Conflicts:** Client understands that Attorney is not prevented by this Agreement from representing other persons with similar legal matters.

8. **Calculation of Legal Fees:** Client agrees to pay Attorney for Attorney's services at the rates shown on the Rate Schedule attached as Attachment A. Attorney's services include those services provided by employees, other attorneys and planners. Client understands that the attached Rate Schedule provides for rate increases after notice to Client.

Time charges to the client will be based upon the nearest one-tenth of an hour devoted to Client's legal matter(s) or two-tenths for telephone calls. Where in the course of providing legal services, Attorney is able to use on- or off-line computer research or a previously prepared document, form, or research of particular relevance to Client, then in lieu of billing based upon actual time, the Attorney may charge the Client for the reasonable time attributable to the service provided.

Attorney will charge Client for time spent on telephone calls relating to Client's matter, including calls with Client, opposing counsel, and/or necessary third parties. When necessary, the legal personnel assigned to Client's matter will confer among themselves, and each person will charge for the time expended. Likewise, if it is necessary for more than one of Attorney's legal personnel to attend a meeting or other proceeding, each person will charge for the time spent. Attorney will charge for waiting time, and for travel time, both local and out of town. When, in the professional judgment of the Attorney, the Attorney believes that it is more cost effective for the Attorney to consult with an attorney outside the firm, the Attorney may do so and may charge the Client for the costs of the consultation for both counsels according to the attached Rate Schedule.

9. **Initial Deposit:** Client will pay **\$0.00** to Attorney at the time of signing this Agreement as preliminary fees and costs. Attorney will deposit this amount into a "Client Trust Account." This deposit is a reserve for payment of legal fees and Client is required to pay each monthly invoice in full. Attorney may withdraw money from this account as work is completed or as costs are incurred.

Attorney may request Client to deposit additional money into trust from time to time as Attorney deems necessary. Client is entitled to a return of all unearned money in this account at any time. Client understands that Attorney may discontinue work should the amount in this account be insufficient to pay for Attorney's fees or costs. Client agrees to deposit such additional funds in Client's Trust Account within 10 days upon request by Attorney. Attorney will provide Client with a monthly accounting of disbursements from Client's Trust Account. Client understands that Attorney's decision not to request initial or additional trust monies in no way relieves Client of the obligation to pay for legal services rendered or costs incurred.

10. **Costs and Other Charges:**

(a) **In General:** Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for those costs and expenses in addition to the hourly fees. The costs and expenses commonly include fees fixed by law or assessed by public agencies, long distance telephone calls, messenger and other delivery fees, postage, parking and other local travel expenses, photocopying and other reproduction costs, clerical staff overtime,

charges for computer time and other similar items. Except for the items specified on the Rate Schedule, all costs and expenses will be charged at our cost.

(b) **Out of Town Travel:** Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by Attorney's personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) **Consultants and Investigators:** To aid in the preparation or presentation of Client's case, it may become necessary to hire outside consultants or investigators. Attorney will not hire such persons unless Client agrees in advance to pay their fees and charges. Attorney will select any consultants or investigators to be hired.

(d) **Litigation:** In the event Client's matter involves arbitration or litigation, Client agrees to pay costs required by an arbitrator or court, or deemed necessary by Attorney to effectively present Client's case. In addition to the other costs and charges set forth in subsections (a) through (c) above, arbitration and litigation frequently include such costs as filing fees, court reporter fees, transcript costs and expert witness fees.

(e) **Termination:** Upon completion of Attorney services or upon termination of this contract as provided for in paragraph 16, all unpaid fees and costs will immediately become due and payable. Attorney will return to client any unearned funds or property belonging to Client in Attorney's possession. Attorney agrees to follow Client's written instructions with respect to disposition of Client's file materials. Client agrees to pay Attorney for Attorney's estimated time and expenses in reviewing, copying and forwarding Client's file according to Client's instructions. Client understands and agrees that should Client instruct Attorney to return or forward Client's file materials to Client or any other person, Attorney will not thereafter be required to maintain a copy of Client's file. In the absence of specific directions from Client, Attorney will store Client's file for five (5) years, after which time the file may be destroyed.

11. **Billing Statements:** Attorney will send Client statements for fees and costs incurred. Billing statements are due and payable upon receipt and delinquent if not paid within thirty (30) days of the statement date.

In the event Attorney presents any portion of its bill to a third party (such as an insurance firm, co-defendant, or opposing party) for payment, Client understands and agrees that Client will remain primarily liable for payment of the entire bill, and further, that Client will pay any portion of the bill not paid by such third party.

12. **Interest:** Interest will be charged on delinquent fees and costs at the rate specified on the attached Rate Schedule, or, if not specified, at the maximum rate permitted by law.

13. **Application of Payments:** All payments received from Client (including distributions from a client trust account) will be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees (with the oldest fees due being paid first).

14. ***Special Billing Requests:*** If Client requests Attorney to provide additional billing service or information, such as separation of charges between multiple matters, details of time billed, or replacement statements, Attorney will charge Client for such service or information at the hourly rates specified for accounting on the attached Rate Schedule.

15. ***Dispute:*** The venue in any action or proceeding arising out of this Agreement or the performance of services pursuant to this Agreement shall be in Sacramento County.

16. ***Discharge and Withdrawal:*** Client may discharge Attorney at any time. Attorney may withdraw with Client's consent (or upon approval of the Court if applicable) or for good cause. Good cause includes Client's breach of this Agreement, Client's refusal to cooperate with Attorney, Client's refusal to follow Attorney's advice on a material matter, or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. In addition, Attorney may withdraw at any time, upon reasonable notice to Client, when, in the sole discretion of Attorney, Attorney determines that Attorney will be unable to devote the necessary time or resources to accomplish the services set forth in paragraph 2 of this Agreement.

17. ***Disclaimer of Guarantee:*** Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of Client's matter are expressions of opinion only.

18. ***Use of Client's Name:*** Client authorizes Attorney to use Client's name, project, or development name in conjunction with marketing efforts undertaken by Attorney. All marketing activities will conform to all rules and guidelines issued by the State Bar regarding advertising.

19. ***Insurance and Indemnification.*** The Attorney shall indemnify Client and maintains insurance as required per Attachment B which is incorporated by reference

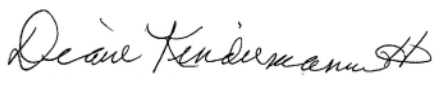
20. ***Periodic Modification.*** Upon 30 days written notice to Client, Attorney may update the Terms and Conditions, as well as the attached Rate Schedule.

21. ***Authorization to Use Email, Facsimile and Mobile Communications.*** Client acknowledges that there are inherent risks in maintaining the confidentiality of communications by email, facsimile and mobile telephone systems. Notwithstanding these risks, Client authorizes Attorney to use these methods of communication.

22. ***Conversion to Professional Corporation/Assignment of Agreement.*** The parties acknowledge that Attorney is considering converting its legal status from a limited liability partnership to a professional corporation and that such an action would require an assignment of this Agreement from Attorney to the new professional corporation. In the event Attorney changes its legal status from a limited liability partnership to a professional corporation, Client hereby consents to an assignment of this Agreement from Abbott & Kindermann, Inc. to the successor professional corporation on the condition that the officers and shareholders of the successor professional corporation are the same as the existing partners in Abbott & Kindermann, Inc.

22. Counterpart and Electronic Originals. This agreement may be executed in counterpart copies that will be deemed one original. Fax or emailed copies of signatures are to be accepted as originals.

ABBOTT & KINDERMANN, INC.

By: 
Shareholder

Date: October 15, 2020

I/We have read and understood the foregoing terms and those set forth on the attached Rate Schedule and, in addition, have reviewed them with Attorney, and I/we hereby agree to them, as of the date Attorney first provided services. If more than one party signs below, each party agrees to be liable, jointly and severally, for all obligations under the foregoing Agreement.

CITY OF MADERA:

By: _____

Address: _____

Telephone _____

Date: _____

Attachment A: Rate Schedule

ABBOTT & KINDERMANN, INC.

RATE SCHEDULE

PRINCIPAL	\$ 400.00 per hour
OF COUNSEL	\$ 400.00 per hour
SENIOR COUNSEL	\$ 360.00 per hour
SENIOR ASSOCIATE	\$ 330.00 per hour
ASSOCIATE IV	\$ 310.00 per hour
ASSOCIATE III	\$ 235.00 per hour
ASSOCIATE II	\$ 230.00 per hour
ASSOCIATE I	\$ 190.00 per hour
PLANNER II	\$ 150.00 per hour
PLANNER I	\$ 110.00 per hour
PARALEGAL II	\$ 150.00 per hour
PARALEGAL I	\$ 100.00 per hour
LAW CLERK II	\$ 110.00 per hour
LAW CLERK I	\$ 60.00 per hour
STAFF RESEARCHER	\$ 65.00 per hour

INDIRECT EXPENSES:

A charge of 4.25% of monthly fees is added to offset ordinary copying, secretarial, postage, including overnight deliveries, faxing, local and long distance telephone charges.

Court Calls and fax filing for court documents are not included.

COSTS:

Costs (including filing fees, court reporter fees, special deliveries, on-line computer research, etc.) will be billed as incurred.

SERVICES:

The following services will be billed as incurred at the following rates:

ACCOUNTING - \$50.00 per hour
OFFICE CLERK - \$15.00 per hour
MILEAGE - Current IRS rate

- * Distribution from a client trust account for payment of a bill and all other payments received shall be allocated to amounts owing in the following order: (1) accrued interest; (2) costs advanced; and (3) attorney's fees.
- ** This Rate Schedule is adjusted December 21st of each year. This schedule may also be adjusted at any time upon thirty (30) days prior notice to client.
- *** Telephone calls to or from a client, or other parties involved in matters pertaining to the client's legal affairs, are subject to a minimum charge of 0.2 hour times the applicable billing rate.

Attachment B: Indemnification and Insurance

Insurance Requirements

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

Minimum Scope and Limits of Insurance

Firm shall maintain limits no less than:

- **\$2,000,000 General Liability** (including operations, products and completed operations) per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as Insurance Services Office (ISO) Commercial General Liability coverage form CG 00 01. General liability policies shall be endorsed using ISO form CG 20 10 that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **\$2,000,000 Automobile Liability** combined single limit per accident for bodily injury or property damage at least as broad as ISO Form CA 00 01 for all activities of Firm arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles. Automobile Liability policies shall be endorsed to provide that the City and its officers, officials, employees and agents shall be additional insureds under such policies.
- **Worker's Compensation** as required by the State of California and **\$1,000,000 Employer's Liability** per accident for bodily injury or disease. Firm shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.
- **\$1,000,000 Professional Liability (Errors & Omissions)** per claim and in the aggregate. Firm shall maintain professional liability insurance that insures against professional errors and omission that may be made in performing the Services to be rendered in connection with this Agreement. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement, and Firm agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this Agreement. The cost of such insurance shall be included in Firm's bid.

Maintenance of Coverage

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

Proof of Insurance

Firm shall provide to the City certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be

approved by the City prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. Agency reserves the right to require complete, certified copies of all required insurance policies, at any time.

Acceptable Insurers

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

Waiver of Subrogation

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

Enforcement of Contract Provisions (non estoppel)

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

Specifications not Limiting

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

Notice of Cancellation

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

Self-insured Retentions

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

Timely Notice of Claims

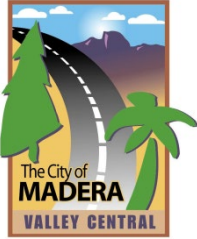
Firm shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Firm's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance

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

INDEMNIFICATION

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



REPORT TO CITY COUNCIL

Approved by:

Keith Helmuth, Department Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Item: D-4

SUBJECT:

Purchase of Real Property Located at 103 East Yosemite Avenue (APN: 007-101-011)

RECOMMENDATION:

Adopt a Resolution:

1. Approving the Agreement for Purchase of Real Property located at 103 East Yosemite Avenue (APN: 007-101-011) for \$275,000 plus an estimated \$10,000 for closing costs.
2. Accepting the Grant Deed.
3. Amending the City's 2020/21 Budget to reflect expenditures related to the property purchase.

SUMMARY:

The Sales Agreement is for the acquisition of the 0.47-acre parcel located at the northeast corner of Yosemite Avenue & E Street (APN: 007-101-011). The vacant parcel was placed on the market by the owner after a devastating fire ripped through the two-story building. Unfortunately, the building was completely lost and has since been demolished. The property is zoned C-1, Light Commercial, and serves as the gateway into historic downtown Madera. According to archives, it is believed to be the location of one of the first buildings in the City and anchored the bustling commercial district.

DISCUSSION:

Following the fire, the owner placed the property on the market. As part of its due diligence, staff commissioned an appraisal which determined that the Fair Market Value is \$275,000 for the site.

While the City does not have immediate plans for the site, it is noted that the area has largely been by-passed by private development. However, ground recently broke on two, three-story residential buildings two blocks from the subject site while the former PG&E building at 319 S. Gateway Drive is in the process of being extensively remodeled. In addition, the City controls the intermodal station approximately 100 feet to the north of the subject site and the Chamber of Commerce building to the west. Thus, to further promote quality development in the City's central business district, staff is recommending acquisition of the site. Upon acquisition, the City will contemplate various options for the site.

The City's formal offer of \$275,000, plus an estimated \$10,000 for Escrow Costs was delivered to the property owner and subsequently accepted on October 14, 2020. It is worth noting that the parcel was listed on the market for \$375,000.

Appraisal

The Fair Market Value of the subject parcel of land was established by an appraisal prepared by Peter S. Cooper, MAI, on October 6, 2020. Again, while the City does not have immediate plans for the site, it is advantageous to purchase property when there is a willing seller as opposed to utilizing eminent domain. With the purchase of the property, the City can begin to explore redevelopment opportunities.

General Plan Consistency

On October 13, 2020, the Planning Commission considered conditions of the General Plan Conformity and Environmental Determination. The property is consistent with the C (Commercial) General Plan land use. The land acquisition qualifies as an exemption under Section 15061 (Review for Exemption) of the CEQA Guidelines.

FINANCIAL IMPACT:

While the purchase of the property was not contemplated during the preparation of the 2020/21 Budget, unassigned funds, from the City's General Fund, are available subject to Council appropriation.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

Approval of this agreement is consistent with 101.5, which calls for the City to, as part of the General Plan update process, create inventory of and utilize vacant land within the City limits.

ALTERNATIVES:

An alternative would be to cancel or postpone the acquisition of the property.

ATTACHMENTS:

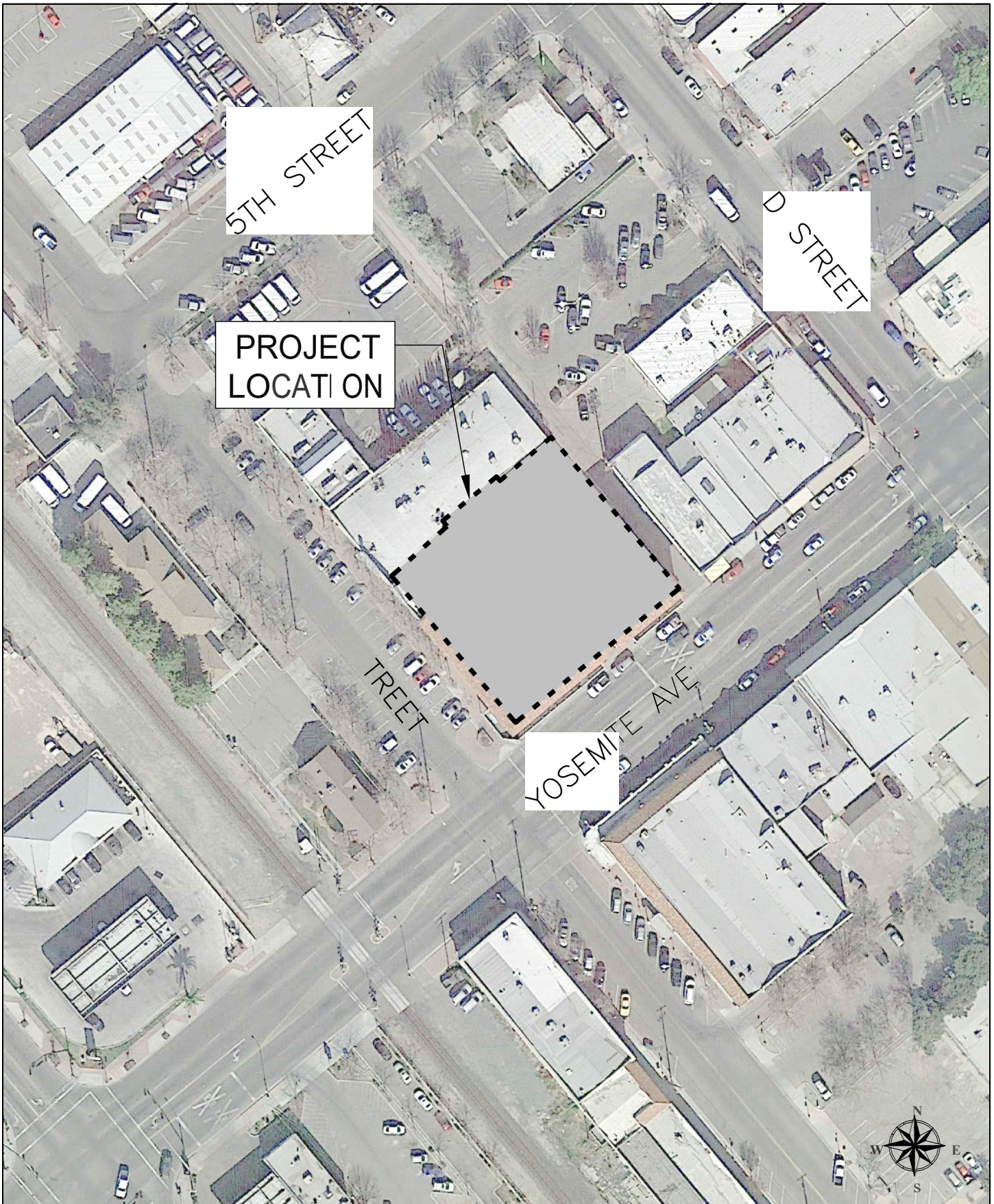
1. Parcel Location Map
2. Resolution No. 20__

- a. Exhibit "A" to Resolution: Agreement for Purchase and Sale of Real Property
- b. Exhibit "B" to Resolution: Amendments to the City of Madera Fiscal Year 2020/2021 Budget.

ATTACHMENT 1

Parcel Location Map

LOCATION MAP



CITY OF MADERA
ENGINEERING DEPARTMENT
428 E. YOSEMITE AVE
MADERA, CA 93638

103 E YOSEMITE AVE
APN 007-101-011

DR BY: _____ EP
CH BY: _____ TL
DATE: 10/01/20
SCALE: NTS
SHT 1 OF 1

RESOLUTION NO. 20-_____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MADERA,
CALIFORNIA, APPROVING AN AGREEMENT FOR PURCHASE AND SALE OF
REAL PROPERTY FOR APN: 007-101-011 AND AUTHORIZING AND
APPROVING AMENDMENTS TO THE CITY OF MADERA FISCAL YEAR
2020/2021 BUDGET**

WHEREAS, the property owner of record, Susan Savage, has offered for sale, the 0.47-acre, vacant parcel located at 103 East Yosemite Avenue, APN: 007-101-011, to the City of Madera; and

WHEREAS, the property serves as the gateway to the City's historic downtown; and

WHEREAS, the City wishes to acquire the subject parcel of land; and

WHEREAS, the City commissioned an appraisal which determined that the value of the property as of October 6, 2020 was \$275,000; and

WHEREAS, the property was listed for \$375,000 on the multiple list service (MLS); and

WHEREAS, the property owner has accepted the City's offer of \$275,000 for the parcel of land and whereas escrow costs are anticipated to be less than \$10,000; and

WHEREAS, the funds for the acquisition of the subject parcel are available in the City's Unrestricted General Fund Reserves, and

WHEREAS, the property to be acquired is more specifically described in the legal description included within the Grant Deed attached to and included as Exhibit A to the Agreement for Purchase and Sale of Real Property; and

WHEREAS, the purchase price offered for the property was confirmed to be Fair Market Value by an appraisal prepared by Peter S. Cooper, MAI of Fresno, California; and

WHEREAS, the environmental determination of the land acquisition qualifies as exempt under Section 15061 (Review for Exemption) of the CEQA Guidelines and on October 13, 2020, the City of Madera Planning Commission confirmed the purchase is in conformance with the General Plan; and

WHEREAS, the City Council has authorized the City Manager to spend general fund reserves in the amount of \$275,000 plus an estimated \$10,000 for Escrow Costs; and

WHEREAS, the amendments to the City of Madera Fiscal Year 2020/2021 Budget, listed in Exhibit B, attached hereto, are necessary to purchase the property located at 103 East

Yosemite Avenue (APN: 007-101-011); and

WHEREAS, the agreement and deed recommended for approval and acceptance are attached hereto.

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 Agreement for Purchase and Sale of Real Property attached hereto as Exhibit A and approves amendments to the City of Madera Fiscal Year 2020/2021 Budget attached hereto as Exhibit B.
3. The City Manager is authorized to take all actions necessary to make the amendments to the budget for the purchase of the property and execute documents as necessary for Escrow requirements.
4. The City Clerk is authorized to prepare the Certificate of Acceptance for the Grant Deed.
5. The City Finance Manager is authorized to transfer \$285,000 from the Unrestricted General Fund Reserves to an Acquisition Expenditure Account.
6. The City Engineer is authorized to initiate Escrow Services for the acquisition of the land and the recording of the Grant Deed by the County of Madera Clerk/Recorder.
7. This resolution is effective immediately upon adoption.

EXHIBIT A

Agreement for Purchase and Sale of Property, APN: 007-101-011

AGREEMENT FOR PURCHASE AND SALE
OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS (“**Agreement**”) is made this ____ day of _____, 2020, (“**Agreement Date**”) by and between the CITY OF MADERA, a municipal corporation (“**Buyer**”), and SUSAN SAVAGE (“**Seller**”) with CHICAGO TITLE COMPANY, a California Corporation as escrow holder (“**Escrow Holder**”).

RECITALS

A. **Seller** owns all that real property situated in the City of Madera, County of Madera, State of California, more particularly described as Lots 6 & 7 and a portion of Lot 5, in Block 39 of the Town, now City of Madera, Assessor Parcel Number 007-101-011 which is the subject of this Agreement, and which is hereunder for convenience referred to as the “**Property**.”

B. **Buyer** wishes to buy the **Property**.

C. **Seller** warrants the **Property** is not being acquired under threat of eminent domain.

D. **Seller** warrants that there are no lease agreements regarding **Property**.

E. **Seller** and **Buyer** wish to enter an Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **PURCHASE AND SALE OF PROPERTY.** Pursuant to the terms and conditions of this Agreement, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in AS-IS condition. No personal property is included in this transaction.

2. **OPENING OF ESCROW.** Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow (“**Escrow**”) at Chicago Title Company, 601 W. Yosemite Avenue, Ste. 101 as escrow officer (“**Escrow Officer**”) by causing an executed copy of this Agreement to be deposited with Escrow Holder together with Buyer’s Deposit (as defined in Section 3.2 below) (“**Opening of Escrow**”).

3. PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.

3.1 Purchase Price. The purchase price for the Property is Two Hundred Seventy Five Thousand Dollars (\$275,000.00) ("**Purchase Price**").

3.2 Deposit. Concurrently with Opening of Escrow, Buyer shall deposit with Escrow Holder the sum equal to One Thousand Dollars (\$1,000) ("**Deposit**") to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing (as defined in Section 5) or released, refunded or forfeited in accordance with the terms of this Agreement. The deposit shall be refundable to Buyer if Buyer exercises its option to terminate the Purchase and Sale Agreement on or before the last day of the Due Diligence Period (as defined below). If Buyer does not exercise its option to terminate the Purchase and Sale Agreement, the Deposit shall become non-refundable and applicable to the Purchase Price. If escrow fails to close due to a material breach of the Purchase and Sale Agreement by Buyer, the Deposit shall be released from escrow to Seller as liquidated damages, and Seller agrees that this amount shall constitute Seller's sole and exclusive remedy.

3.3 Payment of Purchase Price. On or before 1:00 p.m. on the business day preceding the Closing Date or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit into Escrow the balance of the Purchase Price in Good Funds.

3.4 Good Funds. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California.

4. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

- a. A grant deed in the form attached hereto as Exhibit A executed by Seller ("**Grant Deed**").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds and all of the following:

- a. A Preliminary Change of Ownership Statement completed in the manner required in Madera County.
- b. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement.

5. CLOSING DATE: OPTIONS TO EXTEND CLOSING: TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within Thirty (30) days after Opening of Escrow ("Closing Date").

5.2 Definition of Closing. The terms "Close of Escrow" and/or "Closing" mean the time Grant Deed is recorded in the Official Records of Madera County.

5.3 Time is of Essence. The parties specifically agree that time is of the essence of this Agreement.

5.4 Possession. Upon the Close of Escrow, possession of the Property shall be delivered to Buyer.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than fifteen (15) days following Opening of Escrow, a preliminary title report shall be issued by Chicago Title Company ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements ("**Preliminary Title Report**"). Within Ten (10) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, **Buyer** shall be deemed to have automatically objected to all leases, deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property (excluding any such items caused by **Buyer**), and **Seller** shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

6.2 Owner's Title Policy. At the Close of Escrow, an ALTA owner's non-extended policy of title insurance shall be furnished to Buyer ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments and (ii) exceptions approved by Buyer in accordance with Section 6.1. The amount of the insurance coverage shall be in the amount of the Purchase Price. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense.

7. DUE DILIGENCE AND DUE DILIGENCE PERIOD. For a period of Twenty One (21) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations, inspections, and review of documents as Buyer may reasonably determine in order to assess its willingness to purchase the Property pursuant to the terms of this Agreement. The Due Diligence Period may be extended by mutual agreement of the parties.

7.1 Review and Approval of Documents and Materials. Within five (5) days of the Opening of Escrow, Seller shall deliver to Buyer any and all documents, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any hazardous substance conditions report concerning the Property, any natural hazard zone disclosure report, (collectively, "**Materials**"). During the Due Diligence Period, Buyer may review and evaluate the Materials to determine whether the Property is appropriate for Buyer's proposed use, in its sole discretion. Buyer is advised that there are no leases affecting the Property and there are no third parties in possession of the Property.

7.2 Buyer's Due Diligence. During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the property, including building inspections and environmental site assessments desired by Buyer. Buyer shall also conduct such investigations regarding zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Buyer shall provide evidence to Seller that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis

in a combined single limit of not less than One Million Dollars (\$1,000,000) which insurance names Seller as additional insured. Buyer shall keep the Property free and clear of all mechanic liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Buyer shall promptly restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic liens.

Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity, and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Buyer shall have no liability to Seller or to its employees, agents, or contractors by reason of, nor shall Buyer have any duty to indemnify, defend, or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Buyer having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition, or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property.

Copies of any final non-privileged, non-attorney-client work product reports including any survey prepared for Buyer this Agreement shall be delivered to Seller (at no cost to Seller) and, if the Closing does not occur, Seller shall be entitled to use without the consent of the preparer.

7.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the expiration of the Due Diligence Period to terminate this Agreement if, during the course of Buyer's due diligence investigations of the Property, Buyer determines in its sole and absolute discretion that the Property is not acceptable to Buyer. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit (less any cancellation charges) to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Buyer fails to provide a Termination Notice, then Buyer shall be conclusively deemed to have elected to approve its Due Diligence of the Property.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Buyer has not issued a Termination Notice in accordance with Section 7.3.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (d) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- (b) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (c) Buyer is not in default of its obligations under this Agreement.

9. DISCLAIMER OF WARRANTIES. Buyer shall acquire the Property in its "AS IS" condition and shall be responsible for any and all defects in the Property, whether patent or latent, including, without limitation, the physical, environmental, and geotechnical condition of the Property, and the existence of any contamination, hazardous materials, vaults, debris, pipelines, wells, or other structures located on, under, or about the Property. Seller makes no representation or warranty concerning the physical, environmental, geotechnical or other condition of the Property. Buyer acknowledges that, once Buyer obtains title to the Property, any liability of Seller for the environmental condition of the Property shall be extinguished, and that Seller shall have no liability for remediating any environmental condition of the Property. Buyer shall indemnify Seller against any claim or liability relating to the environmental condition of the Property.

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive; 8, 10, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the Madera County Recorder to mail the Grant Deed to Buyer at the

address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Madera County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. All general and special real property taxes and assessments shall be paid by Seller prior to the Close of Escrow.

10.4 Payment of Costs.

(a) **Cost Allocation.** Buyer shall pay the costs for the Owner's Title Policy, documentary transfer taxes and the escrow costs up to Ten Thousand Dollars (\$10,000.00) and be responsible for any recording charges ("**Buyer's Charges**"). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for commercial real estate transactions in the Madera area.

(b) **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party's respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report ("**Information Report**") and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of

Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder's standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. NON-COLLUSION. No official, officer, or employee of the Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Seller participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Seller's Initials: _____

Buyer's _____

12. DEFAULT

12.1 DEFAULT OF BUYER; LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTION 1671 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF

DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

Seller's Initials

Buyer's Initials

12.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have the right to either (i) terminate this Agreement and receive the return of the Deposit; or (ii) bring an action for specific performance.

12.3 BANKRUPTCY; INSOLVENCY. In addition to any other grounds for default under this Agreement, the existence of any of the following shall constitute a material default under this Agreement. It shall be a material default by a party if that party shall: (i) voluntarily be adjudicated as bankrupt or insolvent; (ii) seek, consent to or not contest the appointment of a receiver or trustee for itself or for all or any part of its property; (iii) file a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction; or (iv) make a general assignment for the benefit of its creditors; or (v) a petition is filed against a party seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of the United States, any state or any other competent jurisdiction, and such petition is not dismissed within sixty (60) days immediately following the date of such filing; or (vi) a court of competent jurisdiction enters an order, judgment or decree appointing, without the party's consent, a receiver or trustee for a party, or for all or any part of a party's property; and such petition, order, judgment or decree is not discharged or stayed within sixty (60) days immediately following its entry.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii) by overnight delivery using a nationally recognized overnight courier, or (iii) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

To Seller:

Susan Savage
531 E. Mallard Cir. Street
Fresno, California 93730

To Buyer: City of Madera
Attention: Arnoldo Rodriguez, City Manager
205 W. Fourth Street
Madera, CA 93637

To Escrow Holder: Chicago Title Company
Attention: Cathy Padilla, Escrow Officer
601 W. Yosemite Avenue, Suite 101
Madera, CA 93637

14. GENERAL PROVISIONS.

14.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

14.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

14.3 Interpretation: Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

14.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

14.5 Modifications. Any alteration, change, or modification of or to this Agreement shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

14.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or

unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

14.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

14.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

14.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

14.10 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

14.11 No Personal Liability. No member, official, employee, agent or contractor of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement.

14.12 Force Majeure. If either party is delayed or prevented from performing any act required in this Agreement by reason of any event beyond the reasonable control of either party, including without limitation, by labor disputes, fire, unusual delay in deliveries, weather or acts of God, terrorism, delay in the issuance of permits or approvals, acts of governmental entities, unavoidable casualties or any other such causes beyond such party's control, then the time herein fixed for completion of such obligation(s) shall be extended by the number of days that such party has been delayed.

14.13 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

14.14 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

14.15 Exhibits. Exhibit A is

14.16 attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

Note: Sections 11 and 12.1 need to be separately initialed by the parties.

SELLER:

SUSAN SAVAGE

By: _____
Susan Savage

Tax I.D. (SSN)
_____, 2020

Accepted and Agreed to:

ESCROW HOLDER:

Chicago Title Company

By: _____
Escrow Officer
_____, 2020

BUYER:

CITY OF MADERA,
a municipal corporation

By: _____
Andrew J. Medellin, Mayor

_____, 2020

ATTEST:

Alicia Gonzales, City Clerk

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

RECORDING REQUESTED BY:

City of Madera

AFTER RECORDING RETURN TO:

City of Madera

City Clerk

205 W. 4th Street

Madera, CA 93637

Fee waived per Section 27383 of the Government Code
APN: 007 093 003

No Fee Due _____
No Doc Tax Due _____

GRANT DEED

FOR A VALUABLE CONSIDERATION, RECEIPT OF WHICH IS HEREBY
ACKNOWLEDGED, **SUSAN SAVAGE**, DOES HEREBY GRANT TO **THE CITY OF
MADERA**, A MUNICIPAL CORPORATION OF THE STATE OF CALIFORNIA

The following described real property in Exhibit "A" attached hereto and by this reference
incorporated herein in the City of Madera, County of Madera, State of California, being more
particularly known and described as Lots 6 & 7 and a portion of Lot 5, Block 39 of the Town,
now the City of Madera, Assessor Parcel Number: 007-101-011.

By: _____
Susan Savage

Date: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT CIVIL CODE #1189

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 the document.

State of California)
County of Madera)

On _____ before me, _____, Notary Public,
personally appeared _____

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

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

WITNESS MY HAND AND OFFICIAL SEAL

Signature: _____ (Seal)

Legal Description

For APN/Parcel ID(s): 007-101-011

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

Lots 5, 6 and 7 in Block 39 of the Town, now city of Madera, according to map entitled, "Map of the Town of Madera", filed and recorded in the office of the Fresno County Recorder, CA., 3-1-1887, in Vol. 3 of Maps at page 40.

EXCEPTING THEREFROM the Northwesterly 18.35 feet of Lot 5, and

All that portion of Lot 5 in Block 39, City of Madera, as shown and designated on map recorded in Vol. 3 of Maps, page 49, Records of Fresno County, CA, bounded and described as follows:

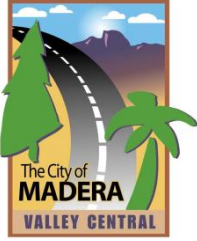
Beginning at a point on the Northeasterly line of said Lot 5, 18.35 feet SE of the Northeasterly corner of said Lot 5, thence Southwesterly along a line parallel to the Northwesterly line of Lot 5, a distance of 96.8 feet, thence Northwesterly along a line parallel to the Northeasterly line of Lot 5, a distance of 7.45 feet, thence Northeasterly along a line parallel to the Northwesterly line of Lot 5, a distance of 68.7 feet, thence Southeasterly along a line parallel to the Northeasterly line of Lot 5, a distance of 7.2 feet, thence Northeasterly along a line parallel to the Northwesterly line of Lot 5, a distance of 28.1 feet, thence Southeasterly along the Northeasterly line of Lot 5, a distance of .25 feet to the point of beginning.

EXHIBIT B

Amendments to the City of Madera Fiscal Year 2020/2021 Budget

Amendments to the City of Madera Fiscal Year 2020/2021 Budget

Fund	Org	Object	Description	Increase Amount	Decrease Amount
1020	10200000	8200	Transfer Out	\$ 285,000	
4250	42500000	4355	Transfer In	\$ 285,000	
4250	42500000	7030	Building	\$ -	
4250	42500000	7100	Land	\$ 275,000	
4250	42500000	7100	Land - Closing Fees	\$ 10,000	



REPORT TO CITY COUNCIL

Approved by:

John Scarborough, Parks & Community
Services Director

Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: D-5

SUBJECT:

Proposition 68 Program Application for Statewide Park Development and Community Revitalization Program

RECOMMENDATION:

1. Adopt a Resolution approving the Program Application for Statewide Park Development and Community Revitalization Program for the Sunrise Rotary Park and Sports Complex Project.
2. Adopt a Resolution approving the Program Application for Statewide Park Development and Community Revitalization Program for the Olive Avenue Park Project.

SUMMARY:

Staff from the Grants and Parks & Community Services Departments are collaborating to develop two viable grant applications for round four of the Proposition 68 Statewide Parks Program (SPP). SPP is a competitive grant with the goal of creating new parks and recreation opportunities in underserved communities across California. This will be the fourth and final round of SPP with \$395.3 million available in funding. Staff recommends that two applications be submitted in support of the following projects:

- Sunrise Rotary Park and Sports Complex (Sunrise Rotary Park)
- Olive Avenue Park (southwest corner of Olive Ave. and Knox St.)

DISCUSSION:

Since 1965, grant programs administered by California State Park's Office of Grants and Local Services (OGALS) have created and improved over 7,580 parks. Since 2000, OGALS has administered approximately \$3 billion in grant funding throughout California. Parks are unique places where children can play, families and friends' bond, people exercise, seniors socialize, youth are mentored, cultures are celebrated, and everyone connects with nature. For these reasons and more, the development of vibrant parks funded by SPP 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. SPP embraces meaningful engagement with local residents where park designs represent each community's unique recreational 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.

For each project application, the City will hold a series of at least five meetings per project to engage residents in the design of the two parks. Resident engagement through community-based planning is of key importance to the SPP. The following design goals will be achieved through these meetings:

1. Selection and design of recreation features
2. Location of selected recreation features
3. Safe public use and park beautification ideas

Staff is currently evaluating how to best optimize virtual meeting platforms to maximize meeting attendance due to COVID-19. Information on the schedule for these meetings will be forthcoming.

The following is a summary of both projects.

Sunrise Rotary Park and Sports Complex Project

The City wishes to seek funding for the completion of an expansion to Sunrise Rotary Park at 1901 Clinton Street. Sunrise Rotary Park was partially developed with the long-term intent of being completed when additional funding was available. In its current state, the park is home to approximately 49 acres of outdoor recreational space. This includes two softball fields, several lighted soccer fields, and a play structure. The park has numerous additional opportunities for play structures, splash features, swings, and sports fields. Selection and placement of these elements will be identified through the community-based planning process.

The City did submit an application for this project during round three of the SPP in 2019 in the amount of \$4.2 Million but was unsuccessful in obtaining funding. The State received 478 applications during round three and awarded 62 grants to 52 recipients, representing less than

12 percent of the funding requested. Staff has taken time this year to meet with the assigned OGALS project officer to review the strengths and weaknesses of last year's project submission. Additionally, staff has brought on a consultant, California Consulting, Inc., whose staff have reviewed the application and provided suggestions for strengthening. Staff is hopeful that this thorough review will lead to a more competitive application for round four.

Olive Avenue Park

The second project which staff recommends submittal of a grant application is for the construction of a neighborhood park in the southeast quadrant of the City, located at the intersection of Olive Avenue and Knox Street. This City-owned parcel is approximately 0.48 acre and was recently acquired as part of the Olive Avenue street widening project. Staff envisions a mix of both active and passive elements, with potential opportunity for a playground and picnic area. Residents will help select and prioritize these and other elements through the community-based planning process.

For this project, the City reached out to several grant consulting firms who have had success in obtaining SPP grant funding in previous rounds. Townsend Public Affairs (Townsend) submitted the lowest-bid proposal for full application development and submittal. City Purchasing Policy was followed, and a purchase order has been issued to bring Townsend on board. Staff believe utilizing a grant consultant for this fourth-round application will increase the City's chances of receiving a grant award. Orientation and strategy meetings with Townsend are already underway. Townsend is confident in the strengths of this project and will help staff submit the most competitive application possible.

FINANCIAL IMPACT:

Staff is currently working with grant consultants to assist with the improvement and submission of these applications. For Sunrise Rotary Park, the review by California Consulting, Inc. was completed on an hourly basis and totaled \$900. For Olive Avenue Park, Townsend has been issued a purchase order for the full completion and submission of the application for the lump sum of \$8,500. The costs associated with both grant consultants will be expended from adopted Fiscal Year 2020/21 Budget; there will be no additional General Fund impact.

The SPP grant does not require any matching of funds from the City; therefore, there is no financial impact to the General Fund should either of these applications be awarded. If these grant funds are not secured, staff will continue to seek other funding opportunities for these two projects.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The recommended actions support the following Vision Madera 2025 strategies:

- Strategy 303: Leadership Development: Encourage leadership development opportunities in the community.

- 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 332: Youth Services: Expand comprehensive services for Madera's youth, including employment opportunities, community activities, sports programs, performing arts and afterschool programs.
- Strategy 342: Opportunities for Seniors: Ensure paid and volunteer opportunities for Madera's seniors.

ALTERNATIVES:

1. Council may elect to not approve the Resolutions for SPP grant applications for the projects at Sunrise Rotary Park and Olive Avenue Park and may ask that staff focus efforts on another park project.
2. Council may request staff bring additional information back to a subsequent meeting.

ATTACHMENTS:

1. Resolution – Approving Application for Sunrise Rotary
2. Resolution – Approving Application for Olive Avenue

RESOLUTION NO. 20 - _____

**A 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 Council of 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 if the grant is awarded; 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).

RESOLUTION NO. 20 - _____

**A 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

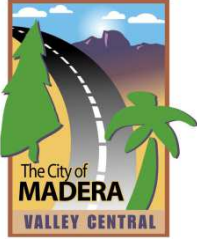
WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

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 Council of the City of Madera hereby:

APPROVES THE FILING OF AN APPLICATION FOR THE OLIVE AVENUE PARK PROJECT; AND

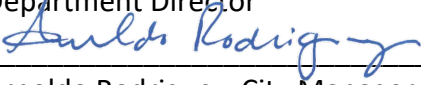
1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project if the grant is awarded; and
2. Certifies that if the project is awarded, the Applicant has or will have sufficient 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).



REPORT TO CITY COUNCIL

Approved by:



Department Director


Arnoldo Rodriguez, City Manager

Council Meeting of: October 21, 2020

Agenda Number: E-1

SUBJECT:

Madera County Transportation Commission (MCTC) FY 2020/21 Unmet Transit Needs Report

RECOMMENDATION:

No action is being requested since this is an informational item only.

SUMMARY:

On Wednesday, May 20, 2020, the Madera County Transportation Commission (MCTC) Policy Board opened its scheduled "Unmet Transit Needs" hearing to receive public comments on the unmet transit needs. At this meeting, MCTC received 13 public comments regarding potential unmet transit needs and service improvements in the County. Of the 13 comments, nine were relevant to Madera Metro.

Comments were provided to the Social Services Advisory Council (SSTAC) who serves as an aid to MCTC Policy Board for the annual identification of transit needs within Madera County. Upon review, SSTAC then forwards a recommendation to MCTC Policy Board with a determination as to whether there are unmet needs, and a determination as to whether those needs are reasonable to meet.

MCTC has determined that its definition of the term "unmet transit needs" includes, all essential trip requests by transit-dependent persons for which there is no other convenient means of transportation. Also, MCTC has determined that its definition of the term "reasonable to meet" shall apply to all related public or specialized transportation services that:

- Are feasible;
- Have community acceptance;
- Serve a significant amount of the population;

- Are economical; and
- Can demonstrate cost effectiveness

Upon reviewing all comments relevant to Madera Metro and recommendations provided by SSTAC, MCTC Policy Board adopted Resolution 20-06 on June 17, 2020 approving the findings of the Fiscal Year (FY) 2020/21, and it was determined that **Madera Metro has no unmet transit needs, nor needs that are reasonable to meet.**

Though MCTC Policy Board determined Madera Metro has no unmet transit needs nor needs that are reasonable to meet, City staff plan to take the appropriate actions to address each comment to try to find viable options to address each need.

DISCUSSION:

At the hearing on Wednesday, May 20, 2020, of the 13 comments received, nine were relevant to Madera Metro. Three of the nine were identified as an unmet need but were ruled as not being reasonable to meet. The other six were not deemed to be an unmet transit need, by definition.

The comments received during the “Unmet Transit Needs” public hearing relevant to Madera Metro were as follows:

1. The reopening of the Walmart Bus Stop

- History: City staff evaluated the feasibility of developing a stop within the shopping center in the past but has deemed the conditions to be unsafe for a fixed route to travel into and out of the shopping center.
- Previous alternative: City’s transit staff proposed an alternative to develop a bus stop along the Pak N Save supermarket; however, based on community feedback, it appears that there is not much interest in this alternative.
- **Ruled as an unmet need but is not currently reasonable to meet.**
- As part of the Caltrans Sustainable Communities Grant, which the Transit Division was recently awarded, City staff will evaluate the City’s transit system and devise operational and policy changes to formulate a Madera Transit Plan (Plan). One key objective is for the Plan to improve the routes, efficiencies and general operation of the Madera Metro transit system. (Note: City of Madera was awarded the Caltrans Sustainable Communities Grant in the amount of \$100,000. Staff anticipates a contract to be delivered from Caltrans in the coming weeks and the project (the Plan) is scheduled to begin November 15, 2020).

2. Thirty-minute incremented bus service on all Madera Metro routes

- Currently, Route 1 operates in 30-minute headways, but Route 2 operates in 1-hour headways.

- **Ruled as an unmet need but is not currently reasonable to meet.**
- As part of the Madera Transit Plan, staff will focus on redesigning or restructuring its three fixed routes, updating route schedules, improving headways, reducing miles traveled, increased ridership, and/or devise new service boundaries.

3. The extension of Madera Metro service operations on weekends

- Currently, Sunday demand on Dial-A-Ride (DAR) is low and still allows for additional ridership. However, due to the Covid-19 pandemic, service on DAR has been limited to ADA and Senior passengers. Ridership is low on Route 1, 2 and 3 during Saturday service, and analysis reflects that it would not be cost-effective to add an additional weekend day of operations.
- **Ruled as an unmet need but is not currently reasonable to meet.**
- Feasibility of this service will be determined on the final assessment through the Madera Transit Plan.

Comments 4-9 were not deemed as an unmet transit need.

4. Installation of trashcans on Madera Metro buses

- There are trashcans available at bus stops for passenger use eating or drinking is prohibited on buses which eliminates the need for trashcans to be installed on buses.

5. Improvements to the Dial-A-Ride (DAR) dispatch service

- DAR users report issues with language inaccessibility and inconsistencies with the information relayed to the public that must be addressed. An example would be dispatchers providing conflicting information on how early reservations are to be made prior to service (2hrs., 24hrs., 1 week).
- DAR users requested training for dispatch operators, in addition to consistent publishing of DAR user guidelines in print and online, to ensure an accessible and consistent system that works well for all transit users.
- DAR users reported being placed on long holds through the phone system in order to access the Spanish language line. On occasion, these holds times last so long that DAR users become unable to access the ride they hoped to utilize.
- City staff is currently working with its transit service contractor, MV Public Transportation, Inc. on these concerns.

6. Equip bus stops and buses with route related signage

- The City is preparing the draft and release of new signage for all bus stops. This project is currently on hold since the placement of bus stops may be altered from the findings of the Madera Transit Plan.

7. Apply for grant funding to secure free rides for students

- City is currently offering free rides as part of measures to respond to Covid-19.
 - City staff may recommend that fares be reinstated at a future date, however.
8. Pursuit of regional funding for an electric rural rideshare program.
- City staff are currently researching existing electric rural rideshare programs, electric vehicles, and charging stations.
9. Mandated discrimination prevention and accessibility training for all Madera County transit staff
- There is a mandatory Title VI training upon hire at MV Transit. During these trainings, individuals with disabilities present to drivers challenges that are faced by those with limited mobility when using public transportation. This provides drivers a better understanding of their needs and potential challenges when transporting a passenger who has limited mobility.

After receiving recommendations provided by SSTAC, MCTC Policy Board adopted Resolution 20-06 on June 17, 2020 approving the findings of the Fiscal Year (FY) 2020/21 and it was determined Madera Metro has no unmet transit needs, nor needs that are reasonable to meet.

FINANCIAL IMPACT:

There is no financial impact to the City of Madera.

CONSISTENCY WITH THE VISION MADERA 2025 PLAN:

The 2020/21 Unmet Transit Needs Report supports the Vision Madera 2025 Plan as follows:

- *Strategy 102: Public Involvement:* Develop and promote a community involvement plan to provide on-going information and opportunities for community input and participation concerning growth.
- *Strategy 121.1:* Provide a needs assessment including all forms of transportation.

ALTERNATIVES:

- Council may provide feedback on findings, to seek feasible alternatives.

ATTACHMENTS:

1. 2020/21 Unmet Transit Needs – Final Analysis and Recommendations Report - July 2020



UNMET TRANSIT NEEDS FY 2020-2021

*Final Analysis and Recommendations Report
July 2020*



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Summary

BACKGROUND

Each year, pursuant to the California Transportation Development Act (TDA), as the Regional Transportation Planning Agency (RTPA) for Madera County, Madera County Transportation Commission (MCTC) is responsible for the administration of the Transportation Development Act (TDA) funds. TDA funds, which are funded through ¼ percent of the statewide sales tax, are the primary funding source for most transit systems. The administration of TDA funds includes the annual unmet transit needs process, which has three key components: soliciting testimony on unmet transit needs; analyzing needs in accordance to adopted definitions of unmet transit need and reasonable to meet; and adoption of a finding regarding unmet transit needs that may exist for the upcoming fiscal year. These tasks are to be performed in consultation with the Social Service Transportation Advisory Council (SSTAC). At a minimum, the annual unmet transit needs finding process requires MCTC to conduct the following:

1. Establish or maintain a Social Services Transportation Advisory Council (SSTAC) to participate in the identification of unmet transit needs and determine whether those identified needs are reasonable to meet. The composition of the SSTAC is set forth in statute and consists of representatives of the following members:
 - a. One representative of potential transit users who is 60 years of age or older.
 - b. One representative of potential transit users who have a disability.
 - c. Two representatives of the local service providers for seniors, including one representative of a social service transportation provider if one exists.
 - d. Two representatives of local social service providers for those with disabilities, including one representative of a social service transportation provider, if one exists.
 - e. One representative of a local social service provider for persons of limited means.
 - f. Two representatives from the local consolidated transportation services agency, designated pursuant to subdivision (a) of Section 15975 of the Government Code, if one exists, including one representative from an operator, if one exists.
2. Coordinate with the SSTAC and MCTC Policy Board to determine definitions for both “unmet transit needs” and “reasonable to meet.”
3. Identify transit needs, which have been considered as part of the transportation planning process.
4. Hold at least one public hearing to receive public comments regarding unmet transit needs.
5. Meet with SSTAC members to identify potential unmet transit needs, and analyze those transit needs using the MCTC Policy Board’s adopted definitions of “unmet transit needs” and “reasonable to meet” (adopted definitions provided on Pages 8 and 9 of this report). As part of the “reasonable to meet” determination, MCTC staff and the SSTAC must consider whether a transit operator can reasonably accommodate an unmet need and still maintain the required farebox ratio established under the TDA.
6. Adopt by resolution a finding regarding transit needs that may be reasonable to meet. The MCTC Policy Board makes one of the following three possible findings:
 - a. There are no unmet transit needs, or
 - b. There are no unmet transit needs that are reasonable to meet, or
 - c. There are unmet transit needs, including transit needs that are reasonable to meet.

If it is found that there are unmet transit needs that are reasonable to meet, those transit needs must be met before any TDA funds can be allocated for other purposes, such as streets and roads.

SUMMARY OF THE FINDINGS FOR THE FY 2020-2021 UNMET TRANSIT NEEDS ASSESSMENT

On June 17, 2020, the MCTC Policy Board adopted Resolution Number 20-06, approving the findings of the FY 2020/21 unmet transit needs hearing:

Pursuant to Section 99401.5 of the California Public Utilities Code, MCTC, as the Regional Transportation Planning Agency, must make a finding after holding a Public Hearing that there are no unmet public transportation needs within the jurisdiction of claimants which can be reasonably met before it may approve Local Transportation Fund claims for streets and roads.

The MCTC has determined that its definition of the term **“unmet transit needs”** includes all essential trip requests by transit-dependent persons for which there is no other convenient means of transportation, and the Commission has determined that its definition of the term **“reasonable to meet”** shall apply to all related public or specialized transportation services that:

- (1) are feasible;
- (2) have community acceptance;
- (3) serve a significant number of the population;
- (4) are economical; and
- (5) can demonstrate cost effectiveness

by having a ratio of fare revenues to operating cost at least equal to 10 percent, and the Commission has determined that its definition of the term **“reasonable to meet”** shall also apply to all service requests which do not abuse or obscure the intent of such transportation services once they are established.

The role of the Social Service Transportation Advisory Council (SSTAC) is to aid the MCTC Policy Board in its review of transit issues with emphasis on the annual identification of transit needs within Madera County. The establishment of the Madera County SSTAC is consistent with State Law (SB 498, Chapter 673, 1987) which mandates both the purpose and minimum membership of this body. The purpose of the SSTAC is to:

- A. Annually participate in identification of transit needs (Unmet Transit Needs Public Hearing Process).
- B. Review and recommend appropriate action by the MCTC for a jurisdiction which finds, by resolution, that:
 - (1) there are no unmet transit needs;
 - (2) there are no unmet transit needs that are reasonable to meet;
 - (3) there are unmet transit needs that are reasonable to meet.
- C. Advise the MCTC on any other major transit issues, including the coordination and consolidation of specialized transportation services.

During the “Unmet Transit Needs” Public Hearing on Wednesday, May 20, 2020, the MCTC Policy Board opened the hearing to receive public testimony. The following staff evaluation was prepared in cooperation with the SSTAC. The Chairman of the SSTAC will submit that body’s findings to the Commission under separate correspondence.

NARRATIVE OF EVALUATION

City of Madera

There are no unmet transit needs that are reasonable to meet at this time in the City of Madera.

MCTC staff has reviewed and discussed testimony regarding the City of Madera’s transit services with the Social Service Transportation Advisory Council (SSTAC). The recommendation from staff and the SSTAC is that there are no unmet transit needs that are reasonable to meet within the City of Madera. The recommendation is based upon the definition of an unmet transit need, which includes any essential trip requests by transit- dependent persons for which there is no other convenient means of transportation.

Testimony was received regarding the reopening of the Walmart stop. City of Madera Staff have worked with the shopping center manager in the past. For safety reasons, all analyses have been done, it is very unsafe for fixed route to travel into a shopping center. The City applied for a Caltrans planning grant, but they have not yet heard from Caltrans about the status. An alternative would be to develop a bus stop at the Pak N Save but there has not been much interest from the community for that. If planning grant is not awarded, the City will test out a bus stop around Pak N Save. Furthermore, Dial-A-Ride is available to drop off right in front of Walmart. This comment is being further studied but not reasonable to meet at this point in time.

There was also a request for 30-minute headways on all Madera Metro routes to make service more dependable. The City is already looking at re-routing for the timing. Route 1 operates in 30-minute headways already. For Route 2, they currently do not have the ridership to support the current route so it would be difficult to meet farebox recovery ratio and does not justify a change to 30-minute headways. Currently an assessment on routes is being performed. MV transit is doing preliminary re-routing assessment to improve efficiency/change the route. There will be an update this summer on this assessment by MV transit.

Extend the Madera Metro service operations on weekends was also requested. The City has been trying for two years to get the Caltrans grant to do a thorough assessment of routes to get data to make determination on whether extending service for the weekend is feasible.

Route 2 ridership is so low, this may not be cost-effective. Even Dial-A-Ride ridership is low on Sundays (possibly due to COVID-19).

City of Chowchilla

There are no unmet transit needs in the City of Chowchilla.

County of Madera

There are no unmet transit needs that are reasonable to meet at this time in the County of Madera.

MCTC staff has reviewed and discussed testimony regarding the County of Madera's transit services with the Social Service Transportation Advisory Council (SSTAC). The recommendation from staff and the SSTAC is that there are no unmet transit needs that are reasonable to meet at this time in the County of Madera. The recommendation is based upon the definition of an unmet transit need, which includes any essential trip requests by transit-dependent persons for which there is no other convenient means of transportation.

Testimony was received for route and schedule improvements for the Chowchilla-Fairmead- Madera connection to ensure a dependable and user-friendly service. In FY18/19 the transit services were undergoing a major transition, this resulted in a better understanding of the need. Ellen Moy went to Fairmead and talked to the President of Fairmead community group. The survey for location of shelter was halted due to COVID-19. This will continually be followed up on based on demand.

A second stop must be added on the Northern side of Fairmead around the vicinity of Avenue 23, was requested. Ellen Moy has been working with the Leadership Counsel of Justice and Accountability on opening such a stop and will continue to do so once COVID-19 allows.

Testimony was also received for increased frequency of routes for Eastin Arcola-Ripperdan- La Vina route. Ellen Moy informed MCTC staff that the County plans to initiate additional runs to this current service on a pilot basis beginning July 2020. One will be added at in mid- morning departing the Downtown Intermodal Center at approximately 11:20am and one at 3:35pm. The County will closely monitor these runs and overall demand for cost effectiveness and for any warranted expansion

RECOMMENDATION

The MCTC staff and SSTAC considered the hearing testimony and recommend the Commission find the following:

- 1. That the Madera County Transportation Commission finds that there are no unmet transit needs in FY 2020/21 within the jurisdiction of the City of Madera, City of Chowchilla, and County of Madera.**

The Madera Metro and the Madera Dial-A-Ride provide transportation services that cover the entire city of Madera.

The Chowchilla Area Transit Express (CATX) provides transportation services that cover the entire city of Chowchilla.

The Madera County Connection (MCC) provides inter-city transportation from Chowchilla, Fairmead, Madera, La Vina, Madera Ranchos and Eastern Madera County to Children's Hospital Central California where a connection can be made to Fresno via the Fresno Area Express (FAX).

The Senior Bus Program and the Escort Service provides transportation to the Eastern Madera County communities including the newly developed Eastern Madera County Escort Program transit service to Raymond. This service is provided on Wednesdays from 8:30am to 4:30pm.

2. Maintain existing transit systems in Madera County: Madera Transit System (MAX and Dial-A-Ride) in the City of Madera; Madera County Connection; Chowchilla Area Transit Express; Eastern Madera County Escort Service; and Eastern Madera County Senior Bus.

Staff and SSTAC recommend that the current public transit systems continue to operate in Madera County. The existing transit systems meet an existing need for public transit services in the county. The existing systems are:

- *Madera Transit System - City of Madera (Dial-A-Ride and Madera Metro);*
- *Chowchilla Area Transit Express - City of Chowchilla;*
- *Eastern Madera County Escort Service; and Eastern Madera County Senior Bus;*
- *Madera County Connection*

Unmet Transit Needs Process

TRANSPORTATION DEVELOPMENT ACT REQUIREMENTS

Unmet transit needs became an annual focus of transportation planning agencies in 1978, when the Transportation Development Act (TDA) was changed to require a specific transit finding that there are no unmet transit needs that are reasonable to meet before local TDA funds could be allocated for other non- transit purposes.

The following outlines MCTC's currently adopted unmet transit needs assessment process, pursuant to the requirements established in the TDA:

Prior to making any allocation not directly related to public transportation services, specialized transportation services, or facilities provided for the exclusive use of pedestrians and bicycles, or any allocation for purposes of subdivision (f) of Section 99400, MCTC must annually do all of the following:

- (a) Consult with the social services transportation advisory council established pursuant to Section 99238.
- (b) Identify the transit needs of the jurisdiction which have been considered as part of the transportation planning process, including the following:
 1. An annual assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, the disabled, including individuals eligible for paratransit and other special transportation services pursuant to Section 12143 of Title 42 of the United States Code, the federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101 et seq.), and persons of limited means, including, but not limited to, recipients under the CalWORKs program.
 2. An analysis of the adequacy of existing public transportation services and specialized transportation services, including privately and publicly provided services necessary to implement the plan prepared pursuant to Section 12143(c)(7) of Title 42 of the United States Code, in meeting the transit demand identified pursuant to paragraph (1).
 3. An analysis of the potential alternative public transportation and specialized transportation services and service improvements that would meet all or part of the transit demand.
 4. An analysis of the need to acquire or lease vans and related equipment for a farmworker vanpool program pursuant to subdivision (f) of Section 99400. This analysis is only required, however, upon receipt by the transportation planning agency of a request of an interested party identifying a potential need.

- (c) Identify the unmet transit needs of the jurisdiction and those needs that are reasonable to meet. The transportation planning agency shall hold at least one public hearing pursuant to Section 99238.5 for the purpose of soliciting comments on the unmet transit needs that may exist within the jurisdiction and that might be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services. The definition adopted by the transportation planning agency for the terms “unmet transit needs” and “reasonable to meet” shall be documented by resolution or in the minutes of the agency. The fact that an identified transit need cannot be fully met based on available resources shall not be the sole reason for finding that a transit need is not reasonable to meet. An agency’s determination of needs that are reasonable to meet shall not be made by comparing unmet transit needs with the need for streets and roads.
- (d) Adopt by resolution a finding for the jurisdiction, after consideration of all available information compiled pursuant to subdivisions (a), (b), and (c). The finding shall be that (1) there are no unmet transit needs, (2) there are no unmet transit needs that are reasonable to meet, or (3) there are unmet transit needs, including needs that are reasonable to meet. The resolution shall include information developed pursuant to subdivisions (a), (b), and (c) which provides the basis for the finding.
- (e) If the transportation planning agency adopts a finding that there are unmet transit needs, including needs that are reasonable to meet, then the unmet transit needs shall be funded before any allocation is made for streets and roads within the jurisdiction.
- (f) The transportation planning agency shall not allocate funds for purposes of subdivision (f) of Section 99400 until all of the capital and operating funds necessary to meet unmet transit needs that are reasonable to meet are allocated. The transportation planning agency shall not reduce funding to existing public transportation services, specialized transportation services, or facilities for the exclusive use of pedestrians and bicycles in order to allocate funds for purposes of subdivision (f) of Section 99400. The transportation planning agency shall not allocate funds under subdivision (f) of Section 99400 if the allocation replaces other federal, state, or local funds used to fund commuter vanpools by a county, city, transportation planning agency, or transit district.

DEFINITION OF “UNMET TRANSIT NEED” AND “REASONABLE TO MEET”

The MCTC Policy Board previously adopted definitions of “unmet transit needs” and “reasonable to meet” as follows:

Unmet Transit Needs:

The Madera County Transportation Commission has determined that its definition of the term “**unmet transit needs**” includes all essential trip requests by transit-dependent persons for which there is no other convenient means of transportation, and the Commission has determined that its definition of the term “**reasonable to meet**” shall apply to all related public or specialized transportation services that:

- (1) are feasible;
- (2) have community acceptance;
- (3) serve a significant number of the population;
- (4) are economical; and
- (5) can demonstrate cost effectiveness

by having a ratio of fare revenues to operating cost at least equal to 10 percent, and the Commission has determined that its definition of the term “reasonable to meet” shall also apply to all service requests which do not abuse or obscure the intent of such transportation services once they are established.

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)

As previously identified, TDA regulations require MCTC to annually consult with the Social Services Transportation Advisory Council (SSTAC) to identify the region's transit needs prior to making any allocation of TDA funds not directly related to public transportation services or facilities provided for the exclusive use of pedestrians and bicycles. Pursuant to the TDA, Section 99238(c)1-3 of the Public Utilities Code specifically identifies the SSTAC's responsibilities:

(c) The social service transportation advisory council shall have the following responsibilities:

1. Annually participate in the identification of transit needs in the jurisdiction, including unmet transit needs that may exist within the jurisdiction of the council and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.
2. Annually review and recommend action by the transportation planning agency for the area within the jurisdiction of the council which finds by resolution, that (A) there are no unmet transit needs, (B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.
3. Advise the transportation planning agency on any other major transit issues, including the coordination and consolidation of specialized transportation services.

In accordance with the TDA requirements, MCTC works the SSTAC to identify and analyze any potential unmet transit need against the MCTC Policy Board's adopted definitions of "unmet transit need" and "reasonable to meet".

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEMBERS FY 2020-2021

Potential Transit User 60 Years or Older (minimum of 1)

APPOINTMENT	GEOGRAPHIC/AGENCY REPRESENTATION	TERM EXPIRES
Pamela Mashack	City of Madera, Community Member	6-22

Representatives of the Local Social Service Providers for Seniors (minimum of 2)

APPOINTMENT	GEOGRAPHIC/AGENCY REPRESENTATION	TERM EXPIRES
Rosalind Esqueda	Madera County Connection	6-22
Ellen Moy	Madera County	6-22

Potential Transit User Who Is Disabled (minimum of 1)

APPOINTMENT	GEOGRAPHIC/AGENCY REPRESENTATION	TERM EXPIRES
VACANT		

Representative of the Local Social Service Provider for Disabled (minimum of 2)

APPOINTMENT	GEOGRAPHIC/AGENCY REPRESENTATION	TERM EXPIRES
VACANT		
Annie Self	Madera Area Express Manager	6-22

Representative of a Local Social Service Provider for Persons of Limited Means (minimum of 1)

APPOINTMENT	GEOGRAPHIC/AGENCY REPRESENTATION	TERM EXPIRES
Bertha Vega	Madera County Workforce Corporation	6-23

Staff

APPOINTMENT	AGENCY REPRESENTATION	TERM EXPIRES
Amelia Davies	Madera County Transportation Comm.	
Dylan Stone	Madera County Transportation Comm.	

Existing Conditions

Pursuant to California Public Utilities Code Section 99401.5, the following sections briefly provide an analysis of Sections 1-4 of the TDA's unmet transit needs assessment process.

SIZE AND LOCATION OF GROUPS LIKELY TO BE DEPENDENT ON TRANSIT

As identified in a previous section of this report, during each year's unmet transit needs assessment process, prior to making any allocation not directly related to public transportation services, MCTC must make an assessment of the size and location of identifiable groups likely to be transit dependent or transit disadvantaged, including, but not limited to, the elderly, those with disabilities (including individuals eligible for paratransit and other special transportation services pursuant to Section 12143 of Title 42 of the United States Code (the Federal Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12101, et seq.)), and persons of limited means, including, but not limited to, recipients under the CalWORKS program. Utilizing available data from the 2013-2017 American Community Survey (ACS) Five-Year Estimates, the following sections identify the size and location of population groups likely to be transit dependent.

For the purposes of this assessment, transit-dependent population groups consist of the following classifications:

- Elderly – Individuals who are age 65 years or older;
- Disabled – Non-institutionalized, civilian members of the population who may be unable to operate vehicles or utilize certain modes of public transportation due to physical or mental disabilities; and
- Persons of Limited Means – Individuals who are defined by the federal government as having an income below the poverty threshold

GENERAL POPULATION ESTIMATES FOR MADERA COUNTY

According to the 2014-2018 ACS Five-Year Estimates, Madera County's current population is 155,013. There are two incorporated cities in Madera County. As identified in Table 1, below, the City of Madera is the largest incorporated city in Madera County, accounting for 42% of the County's total population. The City of Chowchilla is the second largest, accounting for 12% of Madera County's total population. Madera County's unincorporated community areas, which, combined, account for 46% of the County's total population. Table 1 illustrates the current population breakdown of Madera County.

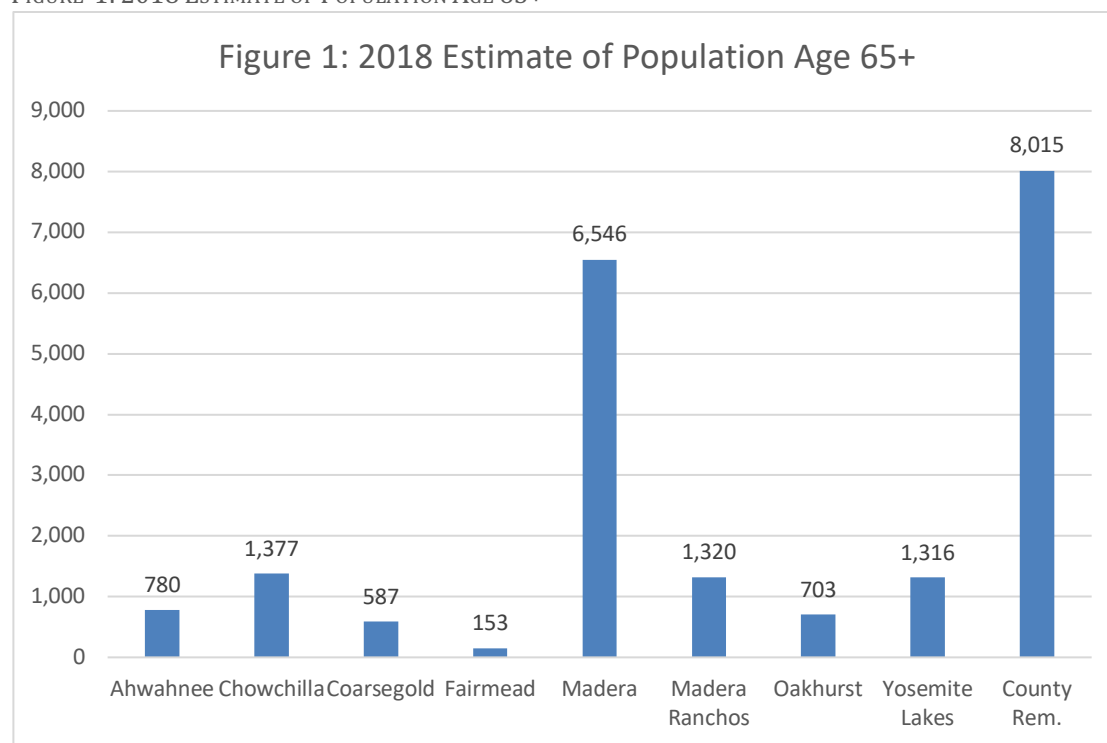
Table 1: 2018 Population in Madera County

Jurisdiction	Population	Percent of County
Ahwahnee	2,461	2%
Chowchilla	18,533	12%
Coarsegold	1,643	1%
Fairmead	1,876	1%
Madera	65,711	42%
Bonadelle Madera Ranchos	8,971	6%
Oakhurst	3,424	2%
Yosemite Lakes	5,647	4%
County Remainder	46,747	30%
TOTAL	155,013	100%

Source: U.S. Census Bureau, 2014-2018 American Community Survey 5-Year Estimates

ASSESSING TRANSIT DEPENDENCY BY AGE

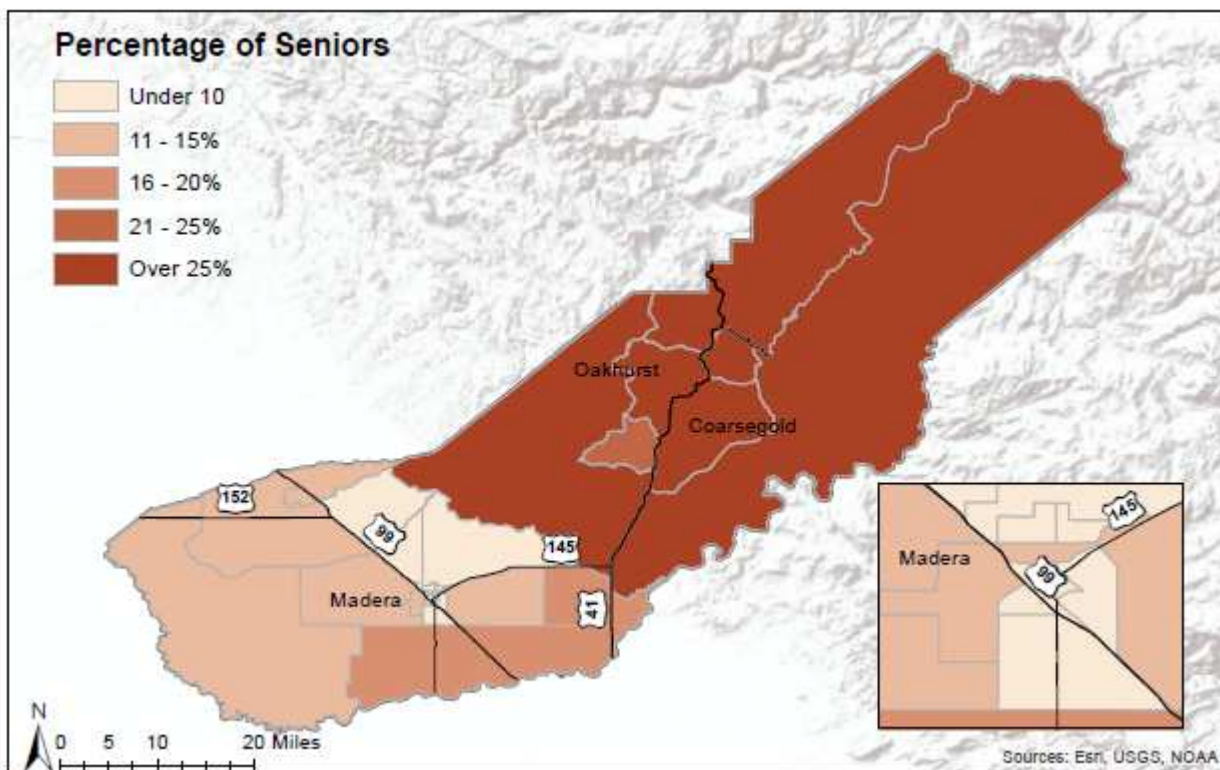
As stated in the beginning of this section, the TDA identifies elderly populations to be potentially transit dependent. For the purposes of this section's analysis, individuals considered to be elderly are 65 years of age or older. According to the 2014-2018 ACS Five-Year Estimates, 20,797 individuals in Madera County are identified as elderly, accounting for approximately 13% of the County's total population. With 6,546 individuals, the City of Madera has the highest population of elderly individuals in the County, followed by the City of Chowchilla, with an elderly population of 1,377.

FIGURE 1: 2018 ESTIMATE OF POPULATION AGE 65+

Source: U.S. Census Bureau, 2014-2018 5-Year ACS (Table B01001)

Figure 2, below, shows the geographic concentrations of the over 65 populations by census tract. The darker colors reflect a higher percentage of elderly population, while lighter colors identify a lower percentage.

FIGURE 2: DISTRIBUTION OF POPULATIONS AGE 65 OR OLDER BY CENSUS TRACT



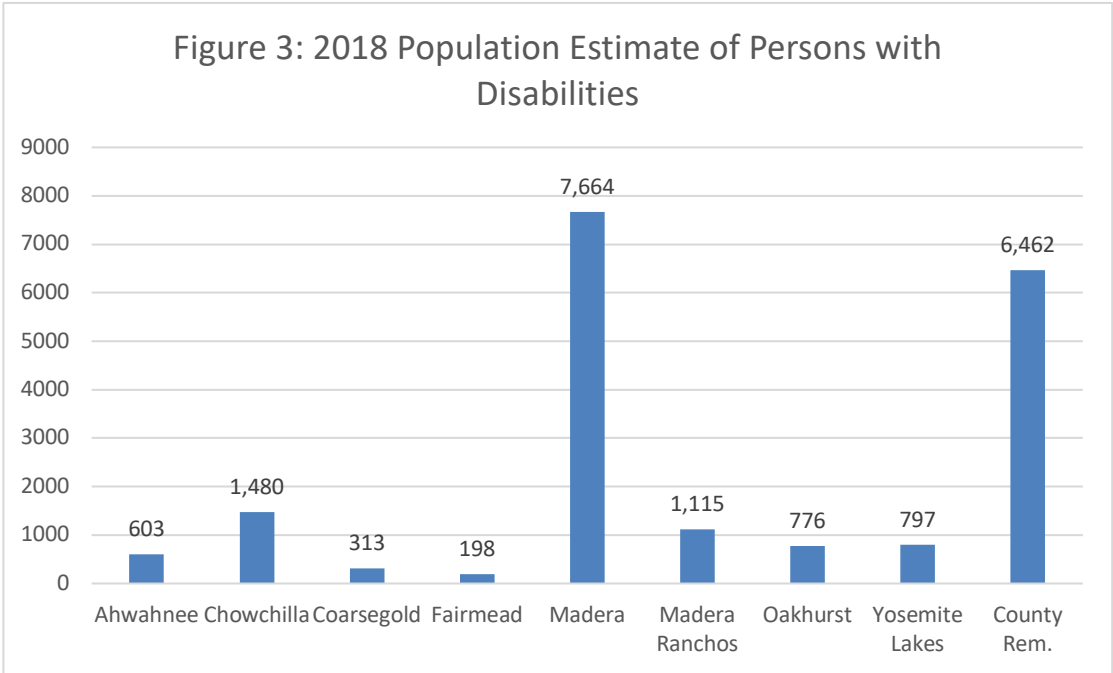
Source: U.S. Census Bureau, 2018 5-Year ACS (Table B01001)

As shown in Figure 2 above, based on overall population in each census tract, the most concentrated populations of people age 65 years or older are in the eastern part of Madera County.

ASSESSING TRANSIT DEPENDENCY BY DISABILITY

According to the U.S. Census Bureau, respondents who report anyone of having the following six disability types, are considered to have a disability: hearing difficulty, vision difficulty, cognitive difficulty, ambulatory difficulty, self-care difficulty, or independent living difficulty. In the 2014-2018 ACS 5-Year Estimates, it was determined that approximately 12% of the total civilian noninstitutionalized population within Madera had a disability. Figure 3, below, provides a population breakdown of persons with disabilities by jurisdiction in Madera County.

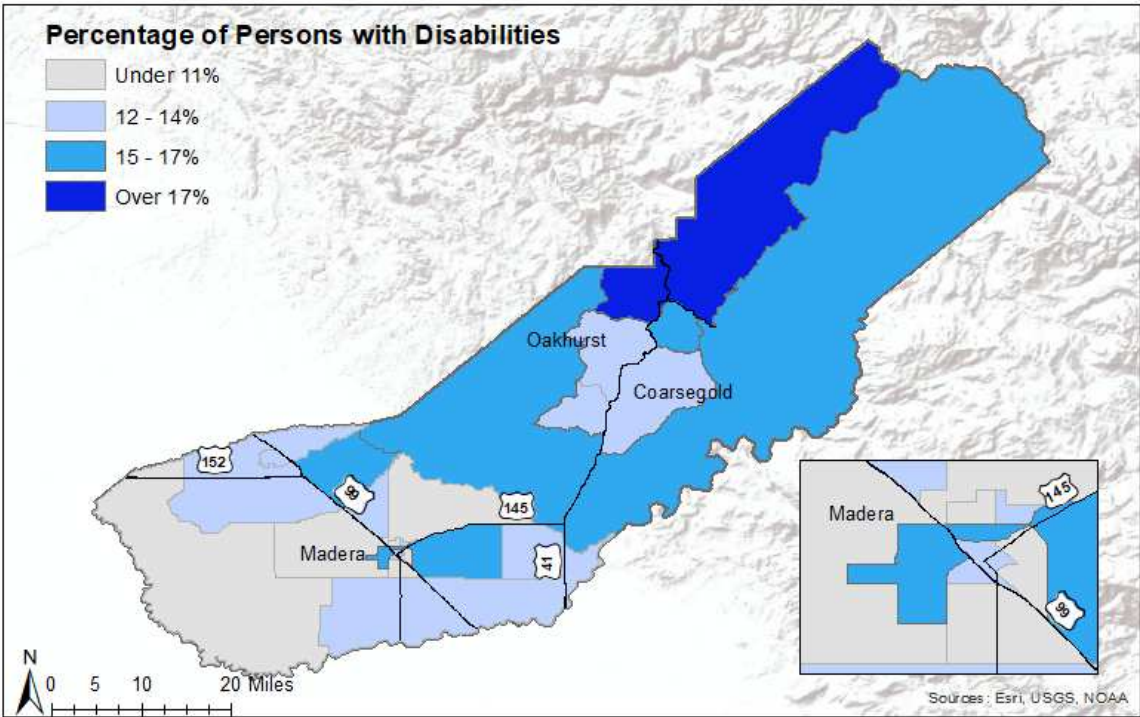
FIGURE 3: 2018 POPULATION ESTIMATE OF PERSONS WITH DISABILITIES



Source: U.S. Census Bureau, 2014-2018 5-Year ACS (Table S1810)

Using 2018 ACS data, Figure 4, on the following page, identifies the distribution of disabled populations over the age of 65 within Madera County by census tract. The lighter portions of the map designate a lower percentage of disabled people living in the census tract, while the darker portions of the map designate a higher percentage of disabled people living in the census tract.

FIGURE 4: POPULATION DISTRIBUTION OF PERSONS WITH DISABILITIES BY CENSUS TRACT

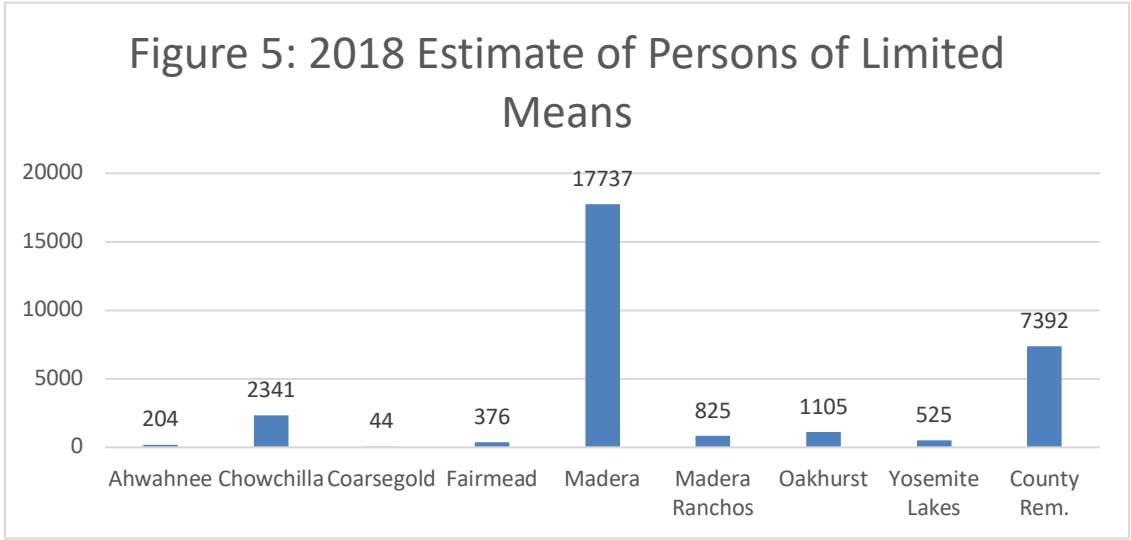


As illustrated in Figure 4 above, there are higher percentages of persons with a disability located near the City of Madera, City of Chowchilla, Fairmead, and a portion of Eastern Madera County with lower percentages in the western part of the county as well as a portion of Eastern Madera County.

ASSESSING TRANSIT DEPENDENCY BY INCOME (PERSONS OF LIMITED MEANS)

The 2018 ACS provides an estimated breakdown of individuals in Madera County whose income was determined to be 100% below the federal poverty level (FPL). The ACS data estimates that as of 2018, 20.8% (30,549) of Madera County’s population were identified as persons of limited means. Madera and Chowchilla are the cities that have the largest populations of persons of limited means, accounting for 58% and 8% respectively, of the County’s total population of this group. Figure 5, below, provides a further breakdown of the estimated population of persons of limited means living within Madera County.

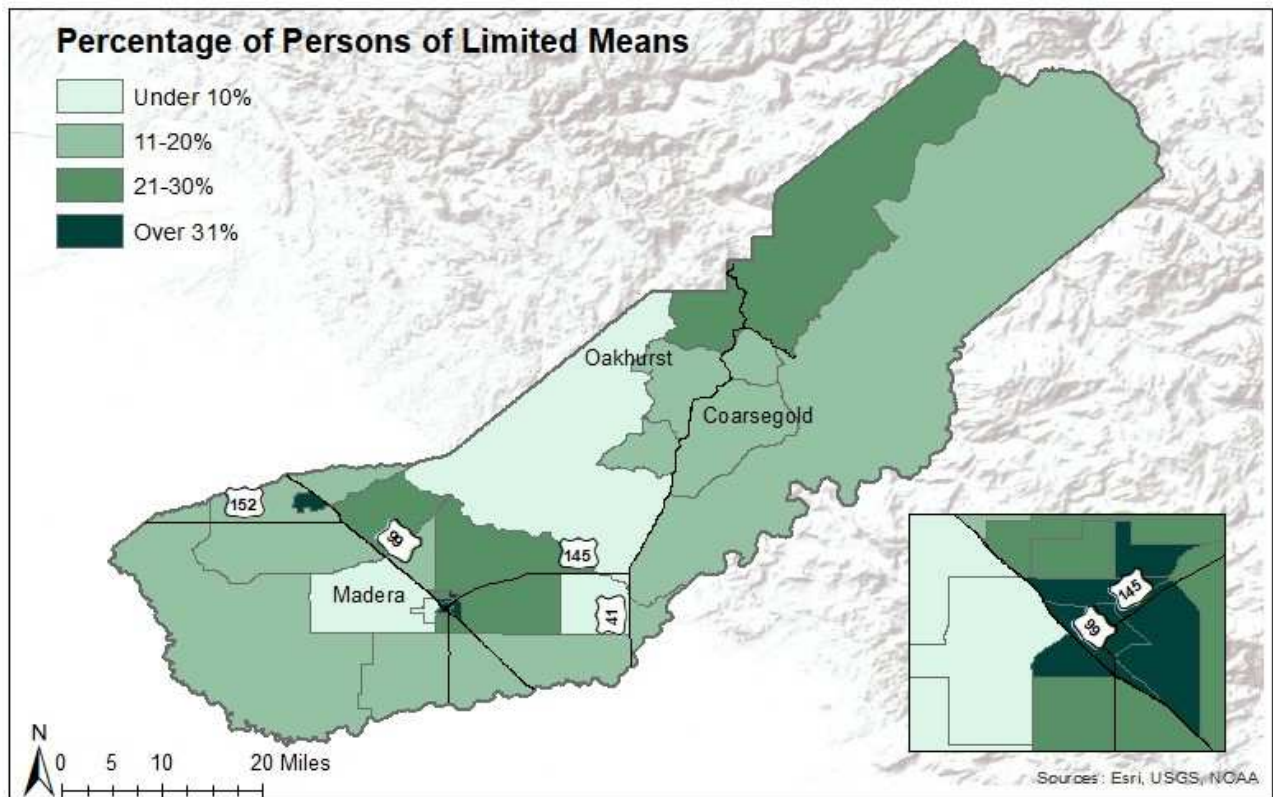
FIGURE 5: 2018 ESTIMATE OF PERSONS OF LIMITED MEANS



Source: U.S. Census Bureau, 2014-2018 5-Year ACS (Table S1701)

The following map shows the concentration of persons living below poverty level by census tract. Darker colors reflect a higher percentage of people living in poverty, while lighter colors reflect a lower percentage.

FIGURE 6: POPULATION DISTRIBUTION OF PERSONS OF LIMITED MEANS BY CENSUS TRACT



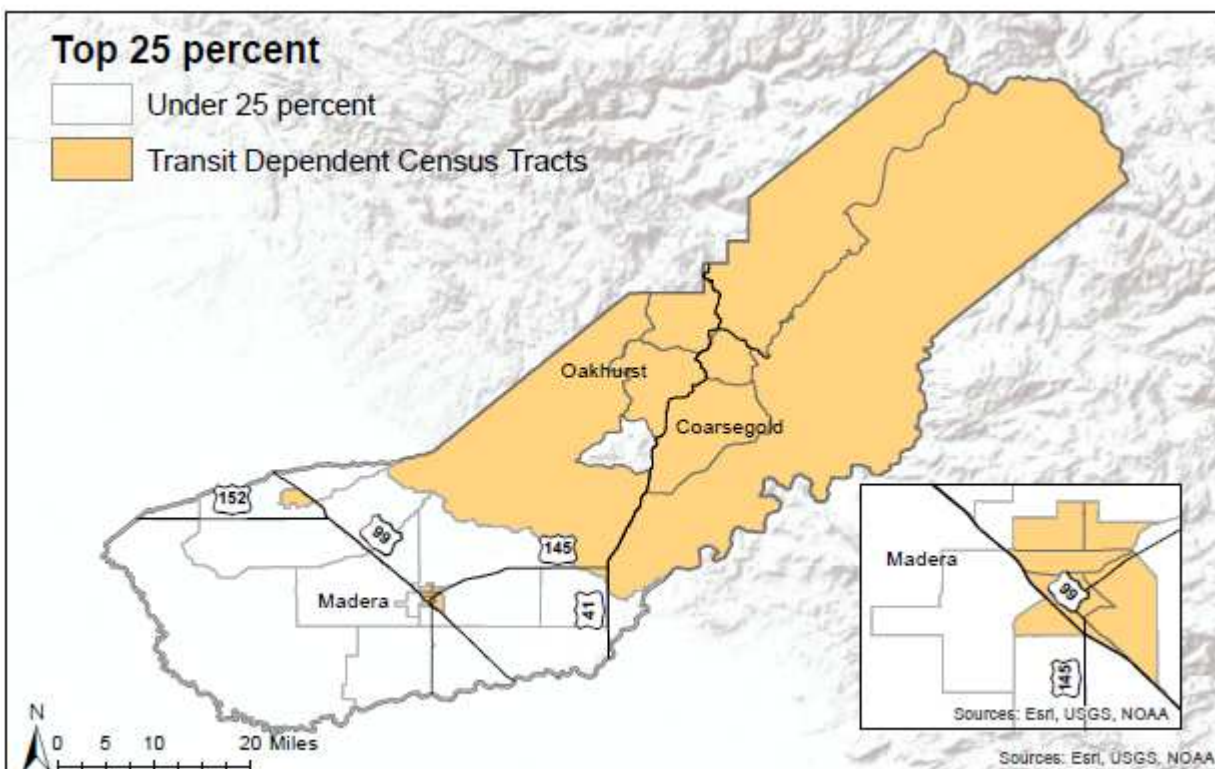
Source: U.S. Census Bureau, 2018 5-Year ACS (Table S1701)

As shown on the map above, the highest percentages of people living below the FPL are in the areas of Madera and Chowchilla. Public transit systems in these cities provide key transportation options to those who may not have an automobile due to their low income.

TRANSIT DEPENDENT CENSUS TRACTS

Figure 7 below identifies the census tracts that have a higher probability of having populations that are transit dependent. The census tracts with populations in the top 25 percent of each dataset (senior population, population of persons with a disability, and low-income population) were used to determine the areas that were more likely to have transit dependent populations.

FIGURE 7: DISTRIBUTION OF MOST TRANSIT DEPENDENT POPULATIONS BY CENSUS TRACT



The highest concentrations of potentially transit dependent persons are located within the urban areas of Madera and Chowchilla, and the rural Eastern Madera County.

MCTC will continue to update each year's assessment to include all current and relevant data pertaining to the size and location of transit dependent groups within Madera County.

Transportation Services in Madera County

CITY OF MADERA

The City of Madera and its environs are served by a number of public and private transportation providers. The City operates the Madera Metro) fixed-route system and Dial-A-Ride, a general public demand-responsive system. Both services are operated under contract with MV Transit. The fixed-route system is operated weekdays from 7:00 a.m. to 6:30 p.m. and Saturdays from 9:00 a.m. to 4:00 p.m. Service operated primarily within the City limits, as shown in Figure 8. The system transports over 77,000 riders annually. Due to COVID-19, the 2019/2020 ridership statistics have decreased significantly beginning in March 2020. This is true for all systems in the Madera Region.

Dial-A-Ride is a general public system primarily serving the elderly and disabled. The service operated weekdays from 7:00 a.m. to 6:30 p.m., Saturdays from 9:00 a.m. to 4:00 p.m. and Sundays from 8:30 a.m. to 2:30 p.m. The system operates within the Madera urban area covering a five-mile radius from the downtown area, as depicted in Figure 9, and transports 12,000 riders annually. The County of Madera contracts with the City of Madera to provide this transit service outside the Madera city limits.

FIGURE 8: MAX SERVICE AREA MAP

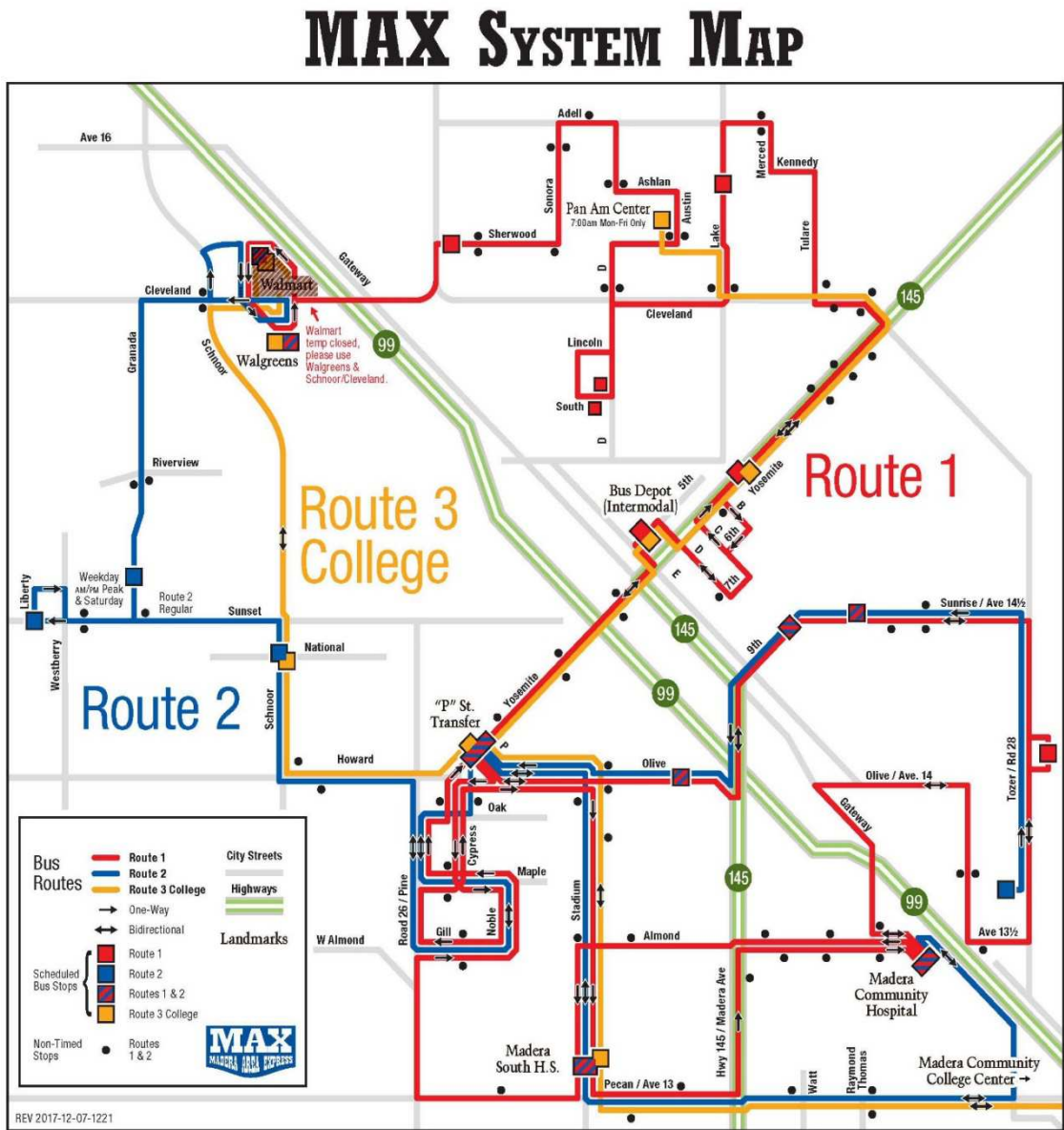
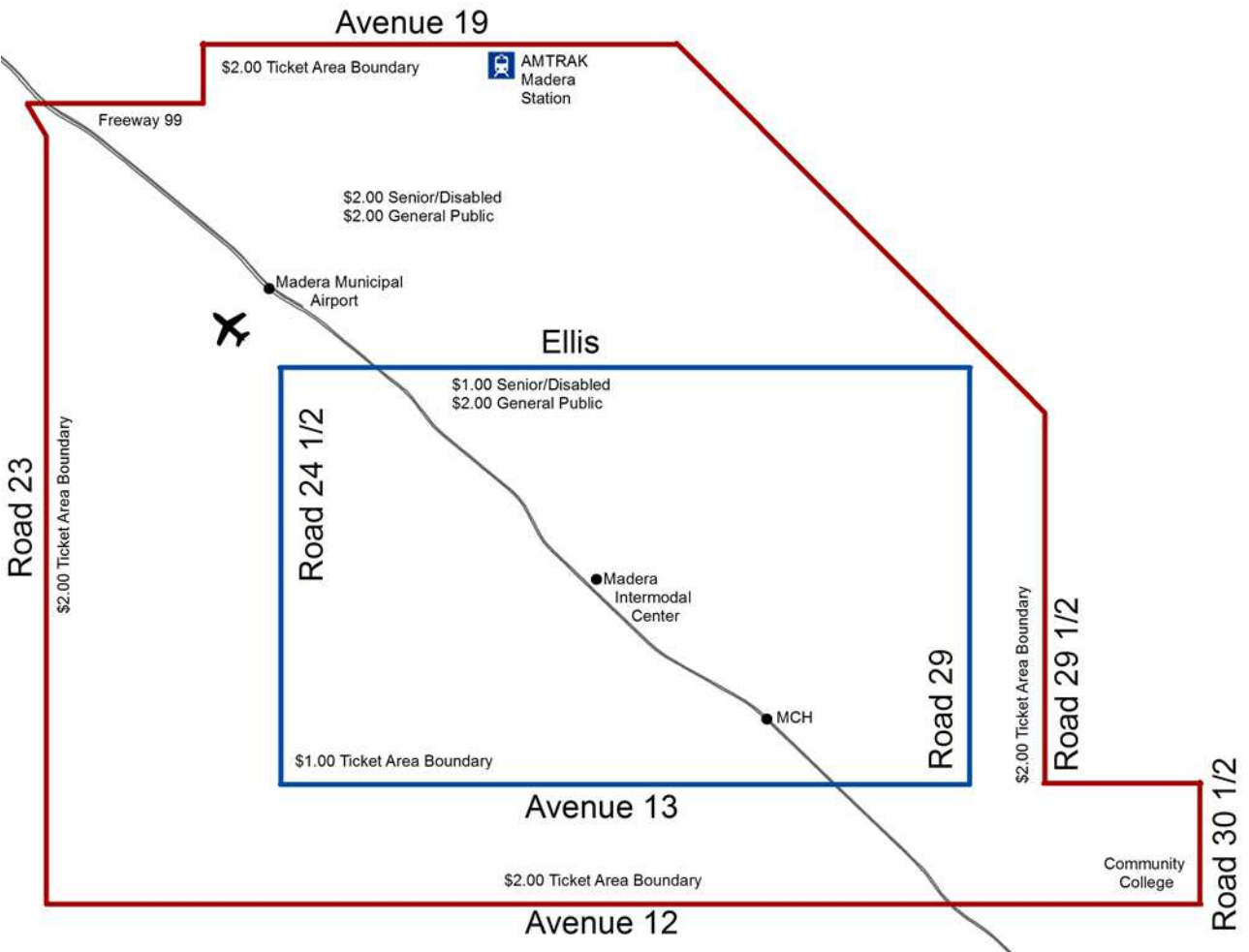


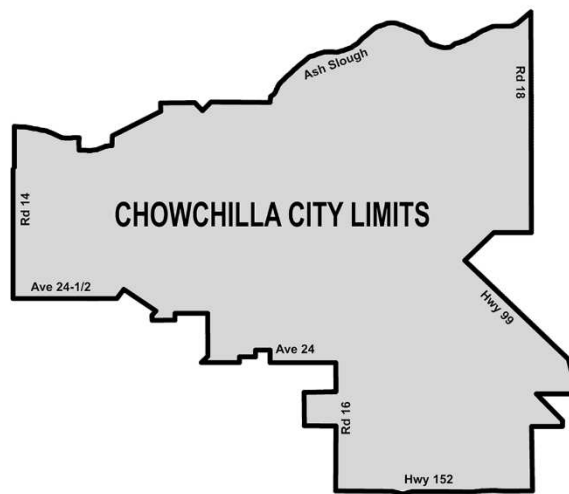
FIGURE 9: DAR SERVICE AREA MAP



CITY OF CHOWCHILLA

The City of Chowchilla operate Chowchilla Area Transit Express (CATX), a general public, demand-responsive service. CATX service was initiated in 1995 and incorporated the senior bus program. Service is offered weekdays from 7:30 a.m. to 5:00 p.m. As shown in Figure 10, the CATX service area encompasses the City limits of Chowchilla.

FIGURE 10: CATX SERVICE AREA MAP



COUNTY OF MADERA

Madera County currently manages a general public, fixed-route system, a specialized senior transit service and a demand-response service, which is operated by Fresno Economic Opportunities Commission. The Madera County Connection (MCC) is an inter-city fixed-route bus service. The Eastern Madera County Senior Bus Program, an intra-community demand-response bus service, serves seniors and disabled residents and the Eastern Madera County Escort Program is an inter-city demand-response bus service.

As shown in Figure 11, MCC operates three fixed-routes. The Eastern Madera route serves the communities of North Fork, Oakhurst, and Coarsegold, extending to the Madera Ranchos and the Children's Hospital of Central California via the City of Madera. The Chowchilla/Fairmead route provides service between the City of Madera, Fairmead, and the City of Chowchilla. The Eastin Arcola/Ripperdan/LaVina route provides service from the City of Madera to the communities of La Vina, Ripperdan, and Eastin Arcola every Wednesday and Friday. MCC operates weekdays from about 6:00 a.m. to 9:00 p.m. on the Eastern Madera County route and from 7:00 a.m. to 7:00 p.m. on the Chowchilla/Fairmead route. The Eastin Arcola/Ripperdan/La Vina route is schedule on Wednesday and Friday from 8:45 a.m. to 2:00 p.m. The County plans to initiate additional runs on this route beginning July 2020. One will be added in mid-morning departing the intermodal center at approximately 11:20am and one at 3:35pm.

FIGURE 11: MCC SERVICE AREA

MADERA COUNTY CONNECTION SYSTEM MAP

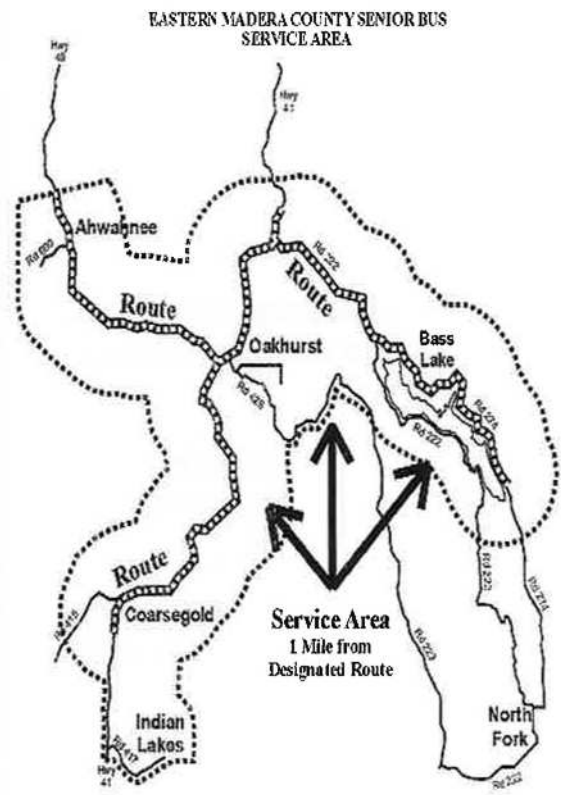


The Eastern Madera County Senior Bus has been in operation since 1983. It is a demand-response service operating Monday through Friday (except holidays) from 9:00 a.m. to 4:00 p.m. This program serves Eastern Madera County seniors 60 years and older and disabled residents. As shown in Figure 12, the service area encompasses a large

region, including Oakhurst, Bass Lake, Coarsegold, and Ahwahnee.

The Escort Program has been in operation since 1988 as a demand-response, general public transportation service. The system provides medical-related appointments in Madera and Fresno Counties. It serves Eastern Madera County general public residents with an emphasis on service senior residents 60 years and older and the disabled. Service is provided on Tuesdays and Thursdays from 8:30 a.m. to 4:30 p.m. A 24-hour advanced reservation is required, except for medical emergencies. Individuals requesting a ride are required to contact the Exchange to schedule their trip. The Escort Program serves the area covered by the Senior Bus, but also serves the community of North Fork and offers trips beyond the Eastern Madera County Region as far as the Cities of Madera, Fresno, and Clovis.

FIGURE 12: EASTERN MADERA COUNTY SENIOR BUS SERVICE AREA



Other Transportation Providers

CALVANS (CALIFORNIA VANPOOL AUTHORITY)

CalVans is a ridesharing program with safe, affordable vans that allow employees to drive themselves and others to work, while once agricultural farmworker vanpool program, the service has grown beyond the agricultural industry to include general labor and student vanpooling. CalVans is sponsored by the California Vanpool Authority and currently has vanpools originating in 22 counties in California including Madera, Fresno, Kings, Merced, San Joaquin, and Tulare.

YOSEMITE AREA REGIONAL TRANSPORTATION SYSTEM (YARTS)

YARTS provides public transit in the Yosemite region, with buses entering Yosemite Valley from Merced, Mammoth Lakes, Sonora, and Fresno – as well as many different towns along the way. YARTS began service in May 2000, and now provides an alternative to driving. YARTS is managed by the Merced County Association of Governments, and offers rides to all visitors to Yosemite.

MADERA COUNTY TRANSIT SERVICES STATISTICS

Table 2: Madera County Transit Service FY 2019-2020

TRANSIT SERVICE	PASSENGERS	REVENUE MILES	REVENUE HOURS
Fixed Routes	102,863	457,306	24,228
Para-Transit	14,758	97,454	7,713
totals	117,621	554,760	31,941

*These statistics only include the County of Madera services and the City of Madera services. The City of Chowchilla could not provide this information due to staffing issues.

AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS

The Americans with Disabilities Act (ADA) requires that all public transit buses be accessible to individuals with disabilities. Currently, all buses used by each transit agency in Madera County meet this requirement. The front of every bus has priority seating for seniors and disabled riders. All buses have lift mechanisms to assist riders in wheelchairs or with other mobility impairments to board.

In addition, the City of Madera provides complementary paratransit services to individuals with disabilities who cannot use fixed-route bus service. This service is demand-response and curb-to-curb service provided within approximately a five-mile radius of the City's downtown Intermodal Center. All buses used for paratransit by the City of Madera are lift-equipped.

REDUCED FARES

Seniors, the disabled, and Medicare cardholders are eligible for half fare (\$0.50) Monday – Friday 10:00am-2:00pm and Saturday 9:00am-4:00pm. In addition, the following agencies have purchased bus tickets or passes from Madera Metro/DAR and distributed them (in some cases at no charge) to their clients or students. However, at this current time, due to the COVID-19 pandemic, these agencies are not purchasing passes.

- Madera Metro
- City of Madera Parks Departments

- Madera County Health Department
- Madera County Unified School District
- Camarena Health
- Central Valley Opportunity Center (CVOC)
- Crescent View South Charter School
- Madera Community Hospital
- Community Action Partners
- Madera Rehab
- Madera Community College

COORDINATED TRANSIT SERVICE PLAN

The Madera County Coordinated Public Transit Human Services Plan was updated and adopted by MCTC in July 2015 in response to requirements established by SAFETEA-LU and upheld by MAP-21. This document outlines existing public and private social service transportation systems within Madera County and offers strategies for improvement of transportation service through increased coordination and consolidation.

SOCIAL SERVICE TRANSPORTATION PROVIDERS

Various social service providers throughout Madera County offer specialized transportation service for their clients. These services tend to address the needs that public transit cannot reasonably meet, including evening service, non-emergency medical transport, and job training transport, to name a few. MCTC regularly inventories the various area transit providers to prevent duplication of services and thereby the waste of resources.

ADDITIONAL TRANSPORTATION SERVICES AND ASSISTANCE

• TRI-COUNTY MEDICAL TRANSPORT

Tri County Medical Transport operates out of Reedley CA, in Fresno County. The company works with many insurance companies. The services cover the following counties: Fresno, Tulare, Kings, Kern, Merced and Madera. They provide a non-emergency service for clients who require daily transportation to varying doctor's appointments as well as dialysis visits. Tri County carries a variety of vehicles which can range from wheelchair accessible vans and minivans to non-wheelchair accessible cars. The company started out with 5 vehicles in a 15,000-square foot facility, but is now operating with over 80 vehicles and an 86,000-square foot location. With over 100 current employees they have their own mechanic shop, call center, dispatch center, billing department.

• CENTRAL VALLEY REGIONAL CENTER

Central Valley Regional Center serves as an advocate for persons with developmental disabilities. It identifies specific client and family needs and establishes a person-centered plan and provides the most effective client services through utilization of community resources. It also assists the community in the prevention and early identification of developmental disabilities.

PRIVATE PROVIDERS

Several private carriers provide inter-city services, including Greyhound and Madera Cab Company. Greyhound operates seven days a week from the City of Madera's Downtown Intermodal Center on North "E" Street. Madera Cab Company provides service in Madera County seven days a week, 24 hours a day. In addition to those private transit services listed above, other private medical transit services are available within the County.

PASSENGER RAIL/SUPPORT FACILITIES

Madera County is served by the Burlington Northern Santa Fe (BNSF) and the Union Pacific (UP) Railroads. Amtrak operate seven days a week with fifteen (15) daily stops in Madera along the BNSF Railroad alignment. The station is located on Avenue 15 ½ and Road 29. The nearest stop to the north is Merced and to the south, Fresno. Amtrak services are provided on the BNSF tracks located east of Madera. The *San Joaquin* Amtrak route provides passenger rail service to Oakland five times a day, Bakersfield six times a day, and Sacramento three times a day. Amtrak also provides thruway bus service from various rail stations along the San Joaquin route to cities that are not accessible by rail, such as Los Angeles, San Francisco and San Jose.

ADEQUACY OF EXISTING SERVICE

Transportation is available in most areas of Madera County, including the remote unincorporated community of Raymond. Service is provided not only within each urbanized area, but also between urbanized areas. Passengers can easily get from most areas of the County to any other area using public transit. They can also travel into the neighboring counties of Merced by passenger rail and Fresno by bus service. Service is also available for those who are unable to ride traditional fixed-route transit.

Although adequate transit service is available for the residents of Madera County, there is always room for improvement. Service may not be available at all times or on all days. Travel between some areas may require the use of several different services. MCTC meets with the SSTAC on a quarterly basis to evaluate the adequacy of the region's current transit operations and further identify any unmet transit needs that may or may not be reasonable to meet. The region's public transit operators and social services agencies continue to cooperatively adjust their services to feasibly meet any identified unmet transit need throughout the year.

FARMWORKER VANPOOL ANALYSIS

CalVans is a ridesharing program with safe, affordable vans that allow employees to drive themselves and others to work, while once agricultural farmworker vanpool program, the service has grown beyond the agricultural industry to include general labor and student vanpooling. CalVans is sponsored by the California Vanpool Authority and currently serves the Counties of Madera, Fresno, Imperial, Kern, Kings, Merced, Monterey, Riverside, Santa Barbara, San Joaquin, Tulare, and Ventura, Santa Cruz, San Benito, San Bernardino, Stanislaus, and San Luis Obispo. Currently, there is one van that operates in the County of Madera.

MCTC has not received any request from an interested party identifying a direct need for vans or equipment needed for a farmworker vanpool program. As part of the unmet transit needs assessment process, no further analysis is required. However, MCTC will continue to coordinate with CalVans, and social service providers to identify if any future needs in this area are present, and determine feasible means to address those needs.

Unmet Transit Needs Assessment

During this year's unmet transit needs assessment, staff received a total of 13 public comments regarding potential unmet transit needs and service improvement requests in the region. Due to COVID-19, MCTC did not receive the same amount of comments that have been received in the past. Based on the Madera County Transportation Commission's adopted definitions of "unmet transit need" and "reasonable to meet", **unmet transit needs, including those that are not reasonable to meet**, were identified.

PUBLIC OUTREACH

Pursuant to TDA regulations, MCTC is required to conduct at least one public hearing to receive potential unmet transit needs from the public. MCTC planned for the required public hearing and an additional workshop however, due to COVID-19, MCTC was only able to host the public hearing via GoToWebinar. MCTC also emphasized the importance of submitting comments via email, phone, or snail mail.

Below is a list of places where the public workshops and hearing were publicized:

- Notice of the public hearing was circulated in the Madera Tribune on April 18, 2020 (Figure 13, below).
- Notice and information regarding the hearing was posted on maderactc.org and MCTC's Facebook page
- Information, schedules and fliers regarding the hearings were included in the meeting agendas for the Technical Advisory Committee, Social Services Transportation Advisory Council and the Madera County Transportation Commission's Policy Board in April 2020. The flier (in English and Spanish) contained information about the hearing dates, background information regarding the purpose of the hearings and unmet transit needs, and how residents could personally participate in the unmet transit needs process. See Figure 15.
- Information regarding the hearing were either mailed or emailed to a list of interested individuals and organizations (Figure 16 below).

A Spanish language interpreter was available at the virtual hearing.

FIGURE 13: PROOF OF PUBLICATION

Proof of Publication

(2015.5 C.C.P.) Received

APR 29 2020

PUBLIC NOTICE

Madera CTC

MADERA COUNTY TRANSPORTATION COMMISSION

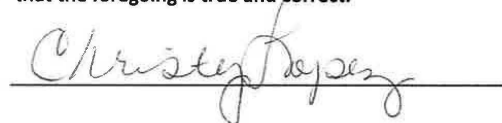
REF. NO. 3197

STATE OF CALIFORNIA)
) ss.
County of Madera)

I am a citizen of the United States and a resident of the County aforesaid; I am over the age of eighteen years, and not a party to or interested in the above entitled matter. I am the principal clerk of the printer of the Madera Tribune, a newspaper of general circulation, published in the City of Madera, County of Madera, and which newspaper has been adjudged a newspaper of General circulation by the Superior Court of the County of Madera, State of California, under the date of November 9, 1966, Case Number 4875 that the notice, of which the annexed is a printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

APRIL 18, 2020

I certify or declare under penalty of perjury that the foregoing is true and correct.



DATED: APRIL 18, 2020

Proof of Publication- The Madera Tribune | P.O. BOX 269 |
Adjudged a newspaper of general circulation by court decree
The Madera Tribune

PUBLIC NOTICE MADERA COUNTY TRANSPORTATION COMMISSION GIVING NOTICE OF HEARING

The Madera County Transportation Commission (MCTC) will hold a Public Hearing to take testimony regarding transportation needs within Madera County. The hearing will be held on Wednesday, May 20, 2020 at 3:00 p.m., via GoToWebinar. Due to these unprecedented times, this meeting will only be held virtually. To participate in the live hearing, you must follow the link below and register to attend:

<https://attendee.gotowebinar.com/register/6341727289049792267>

After registration, you will receive important information about how to call-in to the Webinar.

MCTC Staff **strongly** encourages you to submit your comment utilizing other strategies such as our online survey, email, snail mail, or by phone. Each comment received will be read to the Board directly to make sure your voice is heard. One of the aforementioned ways to submit a comment will be the best and most effective, given the current circumstances.

A Spanish language interpreter will be available during the public hearing for those who wish to testify before the Commission in Spanish. If you would like to testify in a language other than Spanish and English or require other special accommodations in order to testify, please contact the Commission by May 13, 2020, by 3:00 pm.

Under the California Transportation Development Act (TDA), this hearing opportunity is provided annually to take testimony on potential unmet transit needs within the region. The Commission must, subsequent to the hearing, make a determination whether the needs presented are "reasonable" to meet. After all "reasonable" needs have been met through the expansion of existing services, or the creation of new transit systems, the Commission may release remaining TDA funds for street and road purposes (repair, reconstruction, etc.).

Members of the public, interested agencies, and civic groups are encouraged to provide your comment to MCTC Staff regarding any transportation needs not being met by the current system. Testimony should be as specific as possible with regard to those citizens, or groups of citizens, not currently served by transit, the requested type and amount of transit service, the geographic area in which service is needed, and any other supporting evidence of information, which will help in the evaluation of the "reasonableness" of the requested service.

Those that are unable to participate in the hearing via GoToWebinar are encouraged to submit their comments in writing prior to May 20, 2020 for inclusion in the public record. You may email publiccomment@maderactc.org, call 559-675-0721, send your comment to 2001 Howard Road, Suite 201, Madera, CA 93637 or take the survey at the below link:

<https://forms.gle/MYfz3TZ17Zn1Lsh19>

NOTIFICACIÓN PÚBLICA DE LA COMISIÓN DE TRANSPORTE DEL CONDADO DE MADERA DA AVISO DE AUDIENCIA PÚBLICA

La Comisión de Transporte del Condado de Madera (MCTC, por sus siglas en inglés) llevará a cabo una Audiencia Pública para tomar testimonio en cuanto a las necesidades de transporte dentro del Condado de Madera. La audiencia tomará lugar el miércoles, 20 de mayo, 2020 a las 3:00 p.m., a través de un seminario web, GoToWebinar. Debido a estos tiempos sin precedentes, esta reunión solo se llevará a cabo virtualmente. Para participar en la audiencia en vivo, debe seguir el siguiente enlace y registrarse para asistir:

<https://attendee.gotowebinar.com/register/6341727289049792267>

Después del registro, recibirá información importante sobre cómo llamar al seminario web.

El personal de MCTC le **recomienda encarecidamente** que envíe su comentario utilizando otras estrategias, como nuestra encuesta en línea, correo electrónico, correo postal o por teléfono. Cada comentario recibido se leerá directamente a la Junta para asegurarse de que se escuche su voz. Una de las formas antes mencionadas de enviar un comentario será la mejor y más efectiva, dadas las circunstancias actuales.

Un intérprete de español estará disponible durante la audiencia pública para aquellos que deseen testificar ante la Comisión en español. Si desea testificar en un idioma que no sea español o inglés o necesita otras adaptaciones especiales para testificar, comuníquese con la Comisión antes del 13 de mayo de 2020, antes de las 3:00 p.m.

Bajo el Acta del Desarrollo de Transportación de California (TDA, por sus siglas en inglés), esta oportunidad de audiencia se proporciona anualmente para tomar testimonio sobre las posibles necesidades no cumplidas dentro de la región. La Comisión tiene que, posteriormente de la audiencia, hacer una determinación de si las necesidades presentadas son "razonables" como para cumplirlas. Después que todas las necesidades "razonables" han sido cumplidas por medio de la ampliación de servicios ya existentes, o por la creación de nuevos sistemas de tránsito, La Comisión podrá soltar fondos restantes del TDA para propósitos de calles y caminos (reparación, reconstrucción, etc.).

A los miembros del público, agencias interesadas, y grupos cívicos se les anima a comparecer y dar testimonio sobre cualquier necesidad de transporte que no se esté cumpliendo por el sistema actual. El testimonio ha de ser tan específico como sea posible en lo que toca a aquellos ciudadanos, o grupos de ciudadanos, que actualmente no sean servidos por el tránsito, el tipo y cantidad de servicio de tránsito que se esté pidiendo, el área geográfica en el cual se necesite el servicio, y cualquier otra evidencia de datos en apoyo, que ayudarán en la evaluación de lo "razonable" del servicio pedido.

Se anima a aquellos que no pueden participar en la audiencia a través del GoToWebinar a enviar sus comentarios por escrito antes del 20 de mayo de 2020 para su inclusión en el registro público. Puede enviar un correo electrónico a publiccomment@maderactc.org, llamar al 559-675-0721, enviar su comentario a 2001 Howard Road, Suite 201, Madera, CA 93637 o completar la encuesta en el siguiente enlace:

<https://forms.gle/MYfz3TZ17Zn1Lsh19>

programar una comparecencia para ayudar a organizar el testimonio. A aquellos que no podrán asistir a la audiencia pública se les anima someter sus comentarios por escrito antes del 22 de abril, 2020 para ser incluidos en el registro público.

No. 3197 - April 18, 2020

FIGURE 15: UNMET TRANSIT NEEDS HEARINGS FLIER 2020 – ENGLISH AND SPANISH



MADERA CTC
Madera County Transportation Commission

IN PARTNERSHIP WITH THE FOLLOWING
PUBLIC TRANSIT AGENCIES:

MADERA METRO
MADERA COUNTY CONNECTION
CHOWCHILLA AREA TRANSIT EXPRESS

*Do you or someone you know have a public transit need
that is not being met?*

2020 UNMET TRANSIT NEEDS ASSESSMENT PUBLIC COMMENT PROCESS

The Madera County Transportation Commission's Social Services Transportation Advisory Council would like to hear from you! If you would like to provide comments on public transit needs in Madera County, please submit your written comments.

Unmet Transit Needs Public Hearing

**Wednesday, May 20, 2020 -
3:00 pm**
GoToWebinar
Registration Link:
<https://attendee.gotowebinar.com/register/6341727289049792267>

If you wish to call in to this webinar, you will be in **listen only** mode unless you register and join the actual online webinar.

Teleconference #:
1 877 309 2074

Access Code: 597-237-197

MCTC **strongly** encourages you to submit your public comments via survey, email, snail mail, or by phone. Each individual comment will be read to the MCTC Board to ensure your voice is heard. Given the current circumstances, one of the aforementioned ways to submit your comments will be the **easiest** and **most effective**.

Attendance is not mandatory for participation. If you are unable to attend the GoToWebinar hearing, please send your written comments to MCTC's address:
2001 Howard Road, Suite 201,
Madera, CA 93637
Or email them to:
amelia@maderactc.org
Or by telephone:
(559) 675-0721 ext. 18

CONSIDER TAKING OUR SURVEY!

SCAN



HERE



EN ASOCIACIÓN CON LAS SIGUIENTES
AGENCIAS DE TRANSPORTE PÚBLICO:

MADERA METRO
MADERA COUNTY CONNECTION
CHOWCHILLA AREA TRANSIT EXPRESS

*¿Usted o alguien que conoce tiene una necesidad de
transporte público que no se está cumpliendo?*

2020 NECESIDADES DE TRANSPORTE PÚBLICO NO SATISFECHAS- PROCESO DE COMENTARIO PÚBLICO

¡El Consejo Asesor de Transporte de Servicios Sociales de la
Comisión de Transporte del Condado de Madera desea escucharlo
a usted! Si desea hacer comentarios sobre las necesidades de
transporte público en el Condado de Madera, asista a una de las
reuniones públicas o envíe comentarios por escrito.

Audiencia Pública para las necesidades de transporte público no satisfechas

**Miércoles, Mayo 20, 2020 -
3:00 pm**

A través de un seminario web, registre:
[https://attendee.gotowebinar.com
/register/6341727289049792267](https://attendee.gotowebinar.com/register/6341727289049792267)

Si desea llamar a este
seminario web, estará en modo
de solo escuchar a menos que
se registre y se una al
seminario web en línea.

Teleconferencia #:
1 877 309 2074

Código de acceso: 597-237-197

MCTC le **recomienda encarecidamente** que envíe sus comentarios
públicos por encuesta, correo electrónico, correo postal o por
teléfono. Cada comentario individual se leerá a la Junta de MCTC
para garantizar que se escuche su voz. Dadas las circunstancias
actuales, una de las formas antes mencionadas de enviar sus
comentarios será la más **fácil y efectiva**.

Presentarse en persona no es
obligatorio para participar. Si no puede
asistir a la audiencia pública via
GoToWebinar, envíe sus comentarios por
escrito a la dirección de MCTC:
2001 Howard Road, Suite 201,
Madera, CA 93637

O envíelos por correo electrónico a:
amelia@maderactc.org
O por teléfono al:
(559) 675-0721 ext. 18

**¡CONSIDERE
TOMAR NUESTRA
ENCUESTA!**

ESCANEE



AQUÍ

FIGURE 16: LIST OF INTERESTED INDIVIDUALS AND ORGANIZATIONS

AGENCY	ADDRESS
City of Chowchilla	145 Robertson Boulevard, Chowchilla, CA 93610
MV Transit – Dial-A-Ride	123 North E Street #102, Madera, CA 93638
Madera County Health Department	14215 Road 28, Madera, CA 93637
City of Madera	205 West 4 th Street, Madera, CA 93637
Department of Social Services	P.O. Box 569, Madera, CA 93639
Community Action Partnership of Madera County	1225 Gill Avenue, Madera, CA 93637
Heartland Opportunity Center	323 North E Street, Madera, CA 93638
Center for Independent Living	1225 Gill Avenue, Madera, CA 93637
Madera Parks and Community Services	1030 South Gateway Drive, Madera, CA 93637
Madera County Health Department – Comprehensive Prenatal Outreach	14215 Road 28, Madera, CA 93638
Moy and Associates	6082 Millerton Road, Friant, CA 93626
Camarena Health Centers, INC.	201 South B Street, Madera, CA 93638
Madera Coalition for Community Justice	P.O. Box 817, Madera, CA 93639
Fresno-Madera Area Agency on Aging	3845 North Clark Street #103, Fresno, CA 93726
Community Integrated Work Program	980 Emily Way, Madera, CA 93637
Kings View	P.O. Box 1288, Madera, CA 93639
Madera County Welfare Dept – Child Protective Services	P.O. Box 569, Madera, CA 93639
Picayune Rancheria of the Chukchansi Indians	46575 Road 417, Coarsegold, CA 93614
Madera Community Hospital	1250 East Almond Avenue, Madera, CA 93638
Madera County Social Services Department	629 East Yosemite Avenue, Madera, CA 93637
Oakhurst Sierra Senior Care	P.O. Box 122, Oakhurst, CA 93644
Oakhurst Area Chamber of Commerce	40343 Highway 41, Oakhurst, CA 93644
Madera County Mental Health Department	P.O. Box 1288, Madera, CA 93637
Madera Community College Center	30277 Avenue 12, Madera, CA 93638
Heartland Opportunity Center	323 North E Street, Madera, CA 93638
Oakhurst Counseling Center	49774 Road 426, Suite D, Oakhurst, CA 93644
Oakhurst Center	P.O. Box 1910, Oakhurst, CA 93644
Table Mountain Rancheria	P.O. Box 410, Friant, CA 93626
North Fork Rancheria	P.O. Box 929, North Fork, CA 93643
Sierra Mono Indian Museum	33103 Road 228, North Fork, CA 93643
American Association of Retired Persons	2713 Monocott Drive, Madera, CA 93637
Pacific Family Health Madera Dialysis	266 North Grove Industrial Drive, Fresno, CA 93727
Bass Lake Chamber of Commerce	P.O. Box 126, Bass Lake, CA 93604
Frank A. Bergon Senior Center	238 South D Street, Madera, CA 93637
Madera Adult Day Care & Respite Center	322 West 6 th Street, Madera, CA 93637
Golden Valley Chamber of Commerce	37167 Avenue 12, Suit 2C, Madera, CA 93638
Madera County Council on Aging	1030 South Gateway Drive, Madera, CA 93637
North Fork Chamber of Commerce	P.O. Box 426, North Fork, CA 93643
Chowchilla District Chamber of Commerce	P.O. Box 638, Chowchilla, CA 93610
Ranchos/Hills Senior Center	37330 Berkshire Drive, Madera, CA 93638
Madera Coalition for Community Justice	117 South Lake Street, Madera, CA 93638
Madera Chamber of Commerce	120 North E Street, Madera, CA 93638
Ranchos Hills Seniors	37300 Berkshire Drive, Madera, CA 93638
Rolling Hills Citizens Association	10293 Rolling Hills Drive, Madera, CA 93638
Coarsegold Chamber of Commerce	P.O. Box 815, Coarsegold, CA 93614
Madera Hispanic Chamber of Commerce	11110 El Capitan Drive, Madera, CA 93638
Leadership Counsel for Justice and Accountability	764 P Street, Suite 012, Fresno, CA 93721
INDIVIDUALS	
Mike Fuller	Modesta Avila
Loretta Castro	Jeannie Turpenen
Gloria T Medina	Sal Lopez
Barry Crow	Jon Basila
Cynthia Ortegon	Jose Munera
Ray Luna	Thomas N Swire
Cathie Bustos	Nancy Fitzgerald
Gwendolyn Palmer	Sandra Martin
Daniel Rivera	Linda Clark
Dennis Holschlag	Doris Harley
Russell Shaw	Marti Marx

ANALYSIS OF THE COMMENTS RECEIVED AT THE PUBLIC HEARINGS

The following tables provide a summary of the public comments that were received. Seven of the public comments were considered by the SSTAC to be a potential unmet need. The SSTAC applied the MCTC Policy Board adopted definition of “unmet transit need” and “reasonable to meet” to those seven comments and determined that for Fiscal Year 2020-2021 there are no **unmet transit needs, including transit needs that are reasonable to meet**. MCTC staff concur with the SSTAC’s finding. See Table 4.

Table 4: SSTAC Analysis of Potential Unmet Transit Needs FY 2020 – 2021

Analysis of Comments Received During the FY 20/21 Unmet Transit Needs Process						
Comment #	Agency Affiliation	Transit Service/Jurisdiction	Public Comments	Is it an "Unmet Transit Need"	If identified as an "Unmet Transit Need", is it Reasonable to Meet	Notes
1	Madera County	MCC/Chowchilla-Fairmead	The schedule must be updated to include more frequent routes, both Northbound to Chowchilla and Southbound to Madera	Yes	This comment is not "reasonable to meet" based on the current definition. The demand for this service is not high.	The County will continue monitoring ridership and will be conducting an assessment of their routes.
			The Chowchilla-Fairmead-Madera schedule must be extended to the weekends to afford transit users improved access to this essential route	Yes	This comment is not "reasonable to meet" based on the current definition. The demand for this service is not high.	County transit staff went to Fairmead and talked to the President of Fairmead community group. The survey for location of shelter was halted due to COVID-19. Leadership Counsel was also going to assist with this. Demand is not overwhelming on this route. This unmet need will be followed up based on level of demand.
			A second stop must be added on the Northern side of Fairmead around the vicinity of Avenue 23 to ensure that this curcial transit service is accessible to residents throughout the entire community. Provided that the only existing stop in Fairmead is located at Galilee Missionary Baptist Church on Avenue 22 1/2 near Fairmead Blvd, riders who live on the other side of the community are not able to easily access the route.	Yes	This comment not reasonable to meet at this point in time but it is being worked on.	Ellen Moy and County staff has been working with the Leadership Counsel on opening such a stop and will continue to do so once COVID-19 allows.
2	Madera County	Eastin Arcola-Ripperdan-La Vina	Increased frequency of routes for Eastin Arcola-Ripperdan-La Vina Transit	Yes	This comment is not currently reasonable to meet.	The County plans to initiate additional runs to this current service on a pilot basis beginning July 2020. One will be added in mid-morning departing the Downtown Intermodal Center at approximately 11:20am and one at 3:35pm. The County will closely monitor these runs and overall demand for cost effectiveness and for any warranted expansion.
			Improvements to the MAX and "Dial-a-Ride" Systems in the City of Madera aimed at creating more equitable and user-friendly transit services; Re-opening of the Walmart stop;	Yes	This comment is not reasonable to meet at this point in time.	This comment is currently being further studied by City of Madera staff.
			Installation of trash cans on MAX buses	No	N/A	There is no eating or drinking on the bus and trash cans are available at bus stops. However, there is a trash can in front of the bus but no where to secure on at the back so that would not be feasible. The trash cans get emptied with driver change or end of day.

3	City of Madera	Thirty-minute incremented bus service on all MAX routes;	Yes	Not reasonable to meet because it is not cost effective.	City staff is already looking at re-routing for the timing. For Route 2, they currently do not have the ridership to support the current route so it would be difficult to meet farebox recovery ratio and does not justify a change to 30-minute headways. Currently an assessment on routes is being performed. MV transit is doing preliminary re-routing assessment to improve efficiency/change the route. There will be an update this summer on this assessment by MV transit.
		Improvements to the "Dial-a-Ride" Dispatch system	No	N/A	Dispatch is trained once a month. Riders can schedule as much as 7 days in advance and should be scheduled at least 24 hours in advance. Otherwise it is first come/first served. DAR user guidelines will be online and will be on the bus as handouts.
		Extended MAX service operation on weekends;	Yes	Not reasonable to meet because it is not cost effective.	The city has been trying for two years to get the Caltrans planning grant to do a thorough assessment of routes to get data and to make determination on whether extending service for the weekend is feasible. Ridership is currently low on Route 2 and it is not cost-effective. Even DAR Sunday service is low (possible due to COVID-19).
		Equip bus stops and buses with route-related signage	No	N/A	The City is about to launch the new signage for bus stops. This is upcoming.
4	All	Apply for grant funding to secure free rides for students	No	N/A	CARES Act is currently providing very generous funding. City of Madera is currently offering free rides as part of the CARES Act funding and we don't want to overlook that. Ridership is dropping for the last 5 years, even before COVID-19. So many transit agencies are struggling to get ridership back. Whether or not free rides will be sustainable after CARES Act funding is another factor. MCTC is not solely responsible for applying for funding but we do coordinate with each agency.
		Pursuit of regional funding for an electric rural rideshare program	No	N/A	Comment from Ellen Moy: Calvans is a very respectable agency for farm workers and general public. County recommends that MCTC contact Calvans to inquire what kind of vehicles, if electric, for rideshare purposes and maybe to beef up the already existing service. Inquire about Fresno's program.
		Mandated discrimination prevention and accessibility training for all Madera County Transit Staff	No	N/A	There is mandatory Title VI training upon hire at MV Transit. County transit has in service meetings for all drivers. During these meetings they normally have presenters with disability challenges to help drivers understand their challenges when using transit so drivers can better help understand their needs when transporting them.

Analysis of Comments Received During the FY 20/21 Unmet Transit Needs Process						
Comentario #	Agencia encargada	Servicio de transporte público/Jurisdicción	Comentarios del público	¿Es una Necesidad Insatisfecha ?	Si se identifica como un "Necesidad Insatisfecha", ¿Es Razonable para Cumplir ?	Notas
1	Condado de Madera	MCC/Chowchilla-Fairmead	El horario debe actualizarse para incluir rutas más frecuentes, tanto hacia el norte hasta Chowchilla y hacia el sur hasta Madera	Si	Este comentario no es "razonable para cumplir" basado en la definición actual. La demanda de este servicio no es alta.	El Condado continuará monitoreando el número de pasajeros y llevará a cabo una evaluación de sus rutas.
			El horario de Chowchilla-Fairmead-Madera debe extenderse a los fines de semana para permitir a los usuarios de tránsito un mejor acceso a esta ruta esencial	Si	Este comentario no es "razonable para cumplir" basado en la definición actual. La demanda de este servicio no es alta.	El personal de tránsito del condado fue a Fairmead y habló con el presidente del grupo comunitario de Fairmead. La encuesta para la ubicación del refugio se detuvo debido a COVID-19. Leadership Counsel también iba a ayudar con esto. La demanda no es abrumadora en esta ruta. A esta necesidad insatisfecha se le será un seguimiento en función del nivel de demanda.
			Una segunda parada debe ser agregada en el lado norte de Fairmead alrededor de la avenida 23 para garantizar que este servicio de tránsito crucial sea accesible a los residentes en toda la comunidad. Esa es la única parada existente en Fairmead y se encuentra en Galilee Missionary Baptist Church en Avenue 22 1/2 cerca de Fairmead Blvd, los usuarios que viven en el otro lado de la comunidad no pueden acceder fácilmente a la ruta.	Si	Este comentario no es razonable para cumplir en este momento, pero se están trabajando en ello.	Ellen Moy y el personal del Condado han estado trabajando con Leadership Counsel en la apertura de tal parada y continuarán haciéndolo una vez que se se pueda después del Covid-19
2	Condado de Madera	Eastin Arcola-Ripperdan-La Vina	Aumento de la frecuencia de rutas para Eastin Arcola-Ripperdan-La Vina Transit	Si	Este comentario no es razonable para cumplir.	El Condado planea incrementar el número de viajes de manera piloto a partir de julio de 2020. Uno se agregará a media mañana saliendo del Downtown Intermodal Center aproximadamente a las 11:20 a.m. y otro a las 3:35 p.m. El Condado supervisará de cerca estos nuevos horarios de servicio y la demanda general por su redituabilidad y por cualquier expansión justificada.
			Mejoras en los sistemas MAX y "Dial-a-Ride" en la ciudad de Madera con el objetivo de crear servicios de tránsito más equitativos y fáciles de usar: Reapertura de la parada Walmart;	Si	Este comentario no es razonable para reunirse en este momento.	Este comentario está siendo estudiado actualmente por el personal de la Ciudad de Madera.
			Instalación de bote de basura en los autobuses MAX	No	N/A	No se debe de comer ni beber en el autobús y los botes de basura están disponibles en las paradas de autobús. Sin embargo, hay un bote de basura en frente del autobús, pero no hay donde sugetarlo en la parte posterior, de modo que no sería factible. Los botes de basura se vacían con el cambio de conductor o al final del día.

3	Ciudad de Madera	Servicio de autobús incrementado a cada treinta minutos en todas las rutas MAX;	Si	No es razonable cumplir porque no es redituable.	El personal de la ciudad ya está buscando el cambio de ruta para mejorar los tiempos. Para la Ruta 2, actualmente no tienen el número de pasajeros para apoyar la ruta actual, por lo que sería difícil cumplir con la tasa de recuperación de la caja de tarifas y no justifica un cambio a los avances de 30 minutos. Actualmente se está realizando una evaluación de las rutas. MV Transit está haciendo una evaluación preliminar de re-enrutamiento para mejorar la eficiencia/cambiar la ruta. Habrá una actualización este verano sobre esta evaluación por MV Transit.
		Mejoras en el sistema de comunicación "Dial-a-Ride";	No	N/A	El personal que se encarga de las llamadas es entrenado una vez al mes. Los pasajeros pueden programar hasta con 7 días de anticipación y deben programar los viajes con al menos 24 horas de anticipación. De lo contrario, los autobuses son mandados dependiendo al orden de la llamada recibida. Los reglamentos para usar DAR estarán en línea y estarán en el autobús como folletos.
		Operación del servicio MAX extendida los fines de semana;	si	No es razonable cumplir porque no es redituable.	La ciudad lleva dos años intentando conseguir la subvención de planificación de Caltrans para hacer una evaluación exhaustiva de las rutas para obtener datos y hacer una determinación sobre si es factible extender el servicio para el fin de semana. El número de pasajeros es actualmente bajo en la Ruta 2 y no es redituable. Incluso el servicio de los Domingos de DAR es bajo (posible debido a COVID-19).
		Equipar las paradas de autobús y los autobuses con señalamiento relacionado con las rutas	No	N/A	La ciudad está a punto de lanzar nueva señalización para las paradas de autobús.
		Aplicar a financiación de subvenciones para asegurar viajes gratuitos para los estudiantes	No	N/A	La Ley CARES está proporcionando actualmente fondos muy generosos. La Ciudad de Madera actualmente ofrece paseos gratuitos como parte de la financiación de CARES y no queremos pasar eso por alto. El número de pasajeros ha estado cayendo durante los últimos 5 años, incluso antes del COVID-19. Muchas agencias de transporte público están luchando para recuperar el número de pasajeros. Si los viajes gratuitos serán o no sostenibles después de la financiación del CARES Act es otro factor. MCTC no es el único responsable de solicitar financiación, pero si coordinamos con cada agencia.
4	Todas las agencias	Buscar fondos regionales para un programa eléctrico de viajes compartidos rural	No	N/A	Comentario de Ellen Moy: Calvans es una agencia muy respetable para los trabajadores agrícolas y el público en general. El Condado recomienda que MCTC se ponga en contacto con Calvans para preguntar qué tipo de vehículos, si son eléctricos, para propósitos de viajes compartidos y tal vez para reforzar el servicio ya existente. Hay que informarse sobre el programa de Fresno.
		Capacitación obligatoria para la prevención de la discriminación y accesibilidad para todo el personal de tránsito del Condado de Madera	No	N/A	Hay capacitación obligatoria del Título VI previa a cualquier contratación laboral en MV Transit. El tránsito del condado tiene reuniones de servicio para todos los conductores. Durante estas reuniones normalmente tienen presentadores con problemas de discapacidad que ayudan a los conductores a entender sus desafíos por los que pasan al usar el transporte público. De esta manera los conductores puedan entender mejor sus necesidades cuando los lleven a sus destinos.

All comments in their original form will be included in the Appendix of this document. Agenda items of the meetings held by the SSTAC this fiscal year will also be included in the Appendix.

Appendix

- A. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEETING AGENDA – APRIL 29, 2020
- B. SSTAC Roles and Responsibilities
- C. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEETING AGENDA – MAY 27, 2020
- D. Unmet Transit Needs Comment Letter – Leadership Counsel for Justice and Accountability
- E. Recommendation to MCTC Board from SSTAC

A. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEETING AGENDA – APRIL 29, 2020



**Regular Meeting of the
Social Services Transportation Advisory Council**

LOCATION

Madera County Transportation Commission
Board Room
2001 Howard Road, Suite 201
Madera, California 93637

DATE

April 29, 2020

TIME

10:30 am

SOCIAL SERVICE TRANSPORTATION ADVISORY COUNCIL MEMBERS

Pamela Mashack	Potential Transit User 60 Years or Older
Rosalind Esqueda	Representative of the Local Social Service Providers for Seniors
Ellen Moy	Representative of the Local Social Service Providers for Seniors
Loretta Castro	Potential Transit User Who Is Disabled
Annie Self	Representative of the Local Social Service Provider for Disabled
Vacant	Representative of the Local Social Service Provider for Disabled
Sophia Aguilar	Local Social Service Provider for Persons of Limited Means

Representatives or individuals with disabilities should contact MCTC at (559) 675-0721 at least three (3) business days in advance of the meeting to request auxiliary aids or other accommodations necessary to participate in the public meeting.

AGENDA

At least 72 hours prior to each regular MCTC Social Services Transportation Advisory Council meeting, a complete agenda packet is available for review on the MCTC website at <http://www.maderactc.org> or at the MCTC office, 2001 Howard Road, Suite 201, Madera, California 93637. All public records relating to an open session item and copies of staff reports or other written documentation relating to items of business referred to on the agenda are on file at MCTC. Persons with questions concerning agenda items may call MCTC at (559) 675-0721 to make an inquiry regarding the nature of items described in the agenda.

INTERPRETING SERVICES

Interpreting services are not provided at MCTC's public meeting unless requested at least three (3) business days in advance. Please contact MCTC at (559) 675-0721 during regular business hours to request interpreting services.

Servicios de interprete no son ofrecidos en las juntas públicas de MCTC al menos de que se soliciten con tres (3) días de anticipación. Para solicitar éstos servicios por favor contacte a Evelyn Espinosa at (559) 675-0721 x 15 durante horas de oficina.

MEETING CONDUCT

If this meeting is willfully interrupted or disrupted by one or more persons rendering orderly conduct of the meeting unfeasible, the Chair may order the removal of individuals who are willfully disrupting the meeting. Such individuals may be arrested. If order cannot be restored by such removal, the members of the Board may direct that the meeting room be cleared (except for representatives of the press or other news media not participating in the disturbance), and the session may continue.

RECORD OF THE MEETING

SSTAC meetings are recorded. Copies of recordings are available upon request, or recordings may be listened to at the MCTC offices by appointment.

Agenda

Item	Description	Enclosure	Action
1.	Introductions		
2.	Public Comment		
3.	Minutes of the April 24, 2019 SSTAC Meeting	Yes	Approve
4.	New Member Orientation	Yes	Discussion
5.	Anticipated Comments	No	Discussion
6.	Discuss Future Meetings		
	- Unmet Needs Public Hearing – May 20, 2020 - SSTAC Meeting – May 27, 2020		

B. SSTAC Role and Responsibilities

“UNMET TRANSIT NEEDS”

The “Unmet Transit Needs” process is required by State law to be conducted annually. The process is intended to identify those transit needs in the City of Madera, City of Chowchilla, and the County of Madera that are reasonable to meet. Where an unmet transit need is identified by the MCTC Policy Board to be reasonable to meet, the responsible jurisdiction(s) must develop a plan to provide transit service to meet the need within the following year.

Social Service Transportation Advisory Council (SSTAC):

Role:

To forward a recommendation to the MCTC Policy Board regarding transit needs and issues.

Responsibilities:

1. Annually participate in the identification of transit needs in Madera County, including unmet transit needs that may exist within Madera County and that may be reasonable to meet by establishing or contracting for new public transportation or specialized transportation services or by expanding existing services.
2. Annually review and recommend action by MCTC Policy Board for the area within Madera County which finds by resolution, that (A) there are no unmet transit needs, (B) there are no unmet transit needs that are reasonable to meet, or (C) there are unmet transit needs, including needs that are reasonable to meet.
3. Advise the MCTC on any other major transit issues, including the coordination and consolidation of specialized transportation services.

C. SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL MEETING AGENDA – MAY 27, 2020



MEETING NOTICE

Madera County Transportation Commission SSTAC Meeting

LOCATION

CONFERENCE CALL

Number: 1-800-325-1307

Code: 322 238

DATE

Wednesday, May 27, 2020

TIME

10:30 AM

Representatives or individuals with disabilities should contact MCTC at (559) 675-0721 at least three (3) business days in advance of the meeting to request auxiliary aids or other accommodations necessary to participate in the public meeting.

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RECORD OF THE MEETING

Quarterly Transit meetings are recorded. Copies of recordings are available upon request, or recordings may be listened to at the MCTC offices by appointment.

Social Service Transportation Advisory Council Agenda

Item	Description	Enclosure	Action
MCTC Sitting as the Madera County Transportation Commission			
Item	Description		
I.	Introductions		
II.	Public Comments		
III.	Election of Officers		APPROVE
IV.	Minutes of the April 29, 2020 SSTAC Meeting	YES	APPROVE
V.	Unmet Transit Needs Response to Comments (Davies)	YES	DISCUSSION
VI.	Recommendation to MCTC Board (Chairperson)		DISCUSSION
VII.	Discuss Future Meetings (Chairperson)		DISCUSSION
	Appoint Representatives to attend the MCTC Board Meeting – June 17, 2020 at 3:00pm		
VIII.	Adjournment (Chairperson)		

E. Unmet Transit Needs Comment Letter- Leadership Counsel for Justice and Accountability



April 15, 2019

Amelia Davies
Madera County Transportation Commission
2001 Howard Rd, Ste 201
Madera, CA 93637

Re: Comments on Unmet Transit Needs in Madera County

Dear Ms. Davies,

I am writing on behalf of Leadership Counsel for Justice & Accountability and our several community partners throughout Madera County to provide input for Madera County Transportation Commission's (MCTC) annual "unmet transit needs" survey and public comment process. These comments arise from our many conversations with residents throughout the county regarding the existing transit infrastructures established to serve them. We at Leadership Counsel are grateful for the opportunity to provide comments on this matter because we deeply value government agencies' fervent, genuine inclusion and incorporation of public input in the planning of the County's communities. Furthermore, we especially value your consideration of public input from disadvantaged communities who are least benefited by the status quo.

The following comments are a compilation of feedback from residents in Fairmead, La Viña, and the City of Madera, and they constitute our effort to assist MCTC in receiving and incorporating public input into future transit infrastructure planning.

Unmet Need: Route and schedule improvements for the Chowchilla-Fairmead-Madera Connection to ensure a dependable and user-friendly service

The existing Chowchilla-Fairmead-Madera route establishes essential connectivity between Madera and Chowchilla transit routes with one stop in the community of Fairmead. The route runs five times per day between Monday and Friday. The community of Fairmead is not home to any commercial businesses or stores, so this route presents the only opportunity for transit-dependent Fairmead residents to access food and other essential goods. For this reason, the route and schedule must be accessible and dependable.

In order to ensure that this route is user-friendly, residents in Fairmead have identified the following needs:

- (a) The Chowchilla-Fairmead-Madera schedule must be extended to the weekends to afford transit users improved access to this essential route;

764 P Street, Suite 012, Fresno, California 93721
Telephone: (559) 369-2790

- (b) The schedule must be updated to include more frequent routes, both Northbound to Chowchilla and Southbound to Madera; and
- (c) A second stop must be added on the Northern side of Fairmead around the vicinity of Avenue 23 to ensure that this crucial transit service is accessible to residents throughout the entire community. Provided that the only existing stop in Fairmead is located at Galilee Missionary Baptist Church on Avenue 22 ½ near Fairmead Blvd, riders who live on the other side of the community are not able to easily access the route.

While we recognize the challenges of providing successful transit infrastructure to rural communities with low population densities, we believe these suggested improvements would make the County's current and future investments in the Chowchilla-Fairmead-Madera bus route more worthwhile because Fairmead residents note that these improvements would increase ridership significantly. Currently, there are existing and potential transit users in the community who say they would use this service more consistently if it were more dependable and accessible.

Unmet need: Increased frequency of routes for Eastin Arcola-Ripperdan-La Viña Transit

The Eastin Arcola-Ripperdan-La Viña transit circuit runs twice daily on Wednesdays and Fridays only in order to connect these three communities with the transit system of the City of Madera. Currently, transit users must depart from La Viña at 9:15am and will arrive in Madera at 9:49am. They are then unable to depart from Madera en route back to La Viña until 1:00pm. On the other hand, if, for example, riders who depend on this circuit for medical appointments, which can often become extended or delayed, miss the bus back to La Viña at 1:00 pm, there are no additional returning routes until the following Wednesday or Friday.

The infrequency of this schedule results in a public transit circuit that is undependable and inaccessible for residents. Community members in La Viña note that (a) extending the circuit's schedule into the rest of the week (including weekends) and (b) implementing additional routes during the day would vastly increase ridership.

Growing and improving this particular program would not only be a worthwhile investment for encouraging ridership; rather, expansion of this circuit would also move the county closer toward its goal of "identify[ing] reliable transportation choices that support a diverse population" as outlined in the current Regional Transportation Plan (1-8).

Unmet need: Improvements to the MAX and "Dial-a-Ride" Systems in the City of Madera aimed at creating more equitable and user-friendly transit services

The following requested improvements were readily identified by transit users in the City of Madera as concrete changes that would encourage ridership, provide more equitable services, and help the city meet its goals related to the reduction of greenhouse gas emissions. Furthermore, the current Regional Transportation Plan identifies "transit enhancements" to the MAX transit system as well as "Operating Assistance" to Dial-a-Ride (DAR) as "Planned Transit Improvement" projects with funding allotments for each year beginning in 2014 until

2040 (Table 5-5). The following improvements recommended by MAX and DAR system users fall within the scope of these project descriptions.

- I. Re-opening of the Walmart stop along Routes 1 and 2 in Northwest Madera**
MAX riders point out that temporary closure of the Walmart bus stop at this crucial transit junction has increased barriers to public transit use, given that shoppers must cross a major thoroughfare (W Cleveland Ave) then proceed to walk an additional block to the next bus stop at the Walgreens location.

As a result, the closure makes household shopping at this location challenging and burdensome for transit users. Madera residents therefore request that the Walmart bus stop be re-installed and re-opened as soon as possible.

- II. Installation of trash cans on MAX buses**
MAX riders request that garbage cans be installed at the front and back of each transit vehicle in order to maintain clean and welcoming buses.

- III. Thirty-minute incremented bus service on all MAX routes**
While MAX riders in the City of Madera acknowledge that some of the routes have been improved such that the bus arrives at each stop every thirty minutes, they point out that some of the routes still only provide bus service once each hour. Residents who rely on public transit note that half-hour arrival increments make the service much more dependable. This is especially important in light of riders' concerns about getting passed by bus drivers and left at their bus stops even when they are on time to their bus stops and have properly signaled for drivers to stop. While this concern is connected to transit riders' requests that drivers undergo training (see below), it also further communicates the importance of a consistent and frequent bus schedule wherein riders do not have to wait an additional hour when missing a bus.

- IV. Improvements to the "Dial-a-Ride" Dispatch System**
Madera county residents and "Dial-a-Ride" (DAR) users report issues with language inaccessibility and systemic inconsistencies on the dispatch system that must be addressed. First, DAR users report that some dispatchers instruct them to reserve their ride 24 hours in advance. Other dispatchers say they must give 2 hours' notice, and others still request ride reservations *one week* in advance. Not only do these inconsistent timelines for advance notice make the service impractical and unusable for most riders, they also contribute to confusion.

As a result, DAR users request training for dispatch operators in addition to consistent publishing of DAR user guidelines online to ensure an accessible and consistent system that works well for all transit users.

Additionally, DAR users report being placed on long holds in order to access the Spanish language line. On occasion, these hold times last so long that DAR users

become unable to access the ride they hoped to reserve. For this reason, residents urge MCTC to train DAR dispatchers in basic language accessibility practices and ensure that Spanish-speaking dispatchers are available during all hours of operation. MCTC should also ensure DAR access to a language line in the likely event that DAR users do not speak English or Spanish.

V. Extended MAX service operation on weekends

Residents continually note the need to expand bus services to Sundays on all routes in the City of Madera. Additionally, residents and transit users note that the current hours of operation on Saturday are insufficient and undependable, and request that the hours be extended on Saturdays to better parallel the hours of operation during the week.

VI. Mandated discrimination prevention and accessibility training for all Madera County Transit Staff

Residents report a need for drivers, dispatchers, and all other transit service staff to receive training in intercultural competency, accessibility for people with disabilities, and other elements of discrimination prevention training in order to ensure equitable access and improved service for folks of all nationalities, ethnicities, genders, incomes, ages, and ability levels.

VII. Equip bus stops and buses with route-related signage

MAX riders in the City of Madera voice a need for directional guidance at bus stops and on buses. For example, buses should be equipped with digitized signage indicating the bus's direction (eg: "Northbound" versus "Southbound"), as well as the next stop or final destination (eg: "Walgreens" or "Medical Center"). Riders have expressed that this will prevent new transit users from becoming lost or boarding the wrong bus, which will make MAX services more accessible and welcoming to new riders and in turn facilitate increased use of MAX transit.

VIII. Apply for grant funding to secure free rides for students

Residents request that MCTC follow in the footsteps of other jurisdictions like Ventura County which have launched pilot programs allowing students to ride public transit for free. Madera residents suggest that MCTC secure free transit access for children and adult students who depend on public transit to get to school each day. Free rides will be granted to students who show their student ID upon boarding. MCTC can utilize Low Carbon Operations Transportation Program funding to initiate such a pilot program.

Unmet need: Pursuit of regional funding for an electric rural rideshare program

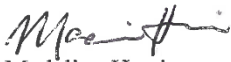
MCTC can also utilize Low Carbon Operations Transportation Program funding in addition to Congestion Mitigation and Air Quality Improvement Program (CMAQ) funds for the purpose of launching a rural rideshare pilot program with an electric fleet of vehicles. Unincorporated communities in Fresno and Merced Counties have launched such programs for the purpose of

expanding rural access to transit and reducing greenhouse gas emissions through community-based and community-operated pilot programs of this nature.

Lastly, since residents and transit users across Madera County readily identified unmet needs and areas for transit improvement throughout the region during our conversations, we urge MCTC to consider conducting their own formal and thorough assessment of all existing routes and potential deficiencies in Madera County. Such an assessment would allow for staff and residents to collaborate towards a more complete and transparent understanding of transit needs beyond the limited scope of the unmet transit needs survey process.

Once again, we appreciate the opportunity to submit comments as part of this important public process, and will gladly serve as a resource to MCTC and the transit agencies in Madera County in seeking to address these unmet needs.

Sincerely,

A handwritten signature in black ink, appearing to read "Madeline Harris", with a stylized flourish at the end.

Madeline Harris

Policy Advocate

Leadership Counsel for Justice and Accountability

F. Recommendation to MCTC Board from SSTAC

Social Service Transportation Advisory Council

**Commission
Members**

o

Chairman
Max Rodriguez
County of Madera

o

Vice Chairman
Jose Rodriguez
City of Madera

o

Andrew Medellin
City of Madera

o

Brett Frazier
Madera County

o

Tom Wheeler
Madera County

o

Waseem Ahmed
City of Chowchilla

June 17, 2020

Max Rodriguez, Chairman
Madera County Transportation Commission
2001 Howard Road, Suite 201
Madera, California 93637

SUBJECT: SSTAC FY 2020/21 "Unmet Transit Needs" Recommendation

Dear Chairman Rodriguez:

It is with great pleasure that the Social Service Transportation Advisory Council (SSTAC) again makes a recommendation to the Madera County Transportation Commission concerning potential Unmet Transit Needs in Madera County. The SSTAC in weeks prior to the public hearing to review past actions and prepare for this year's unmet transit needs process. Testimony regarding transit needs in Madera County was received at the "Unmet Transit Needs" Public Hearing on April 20, 2016. The SSTAC met again the week following the public hearing to discuss potential transit issues. Based on the testimony and written comments received our recommendations to the Commission are as follows:

The MCTC staff and SSTAC considered the hearing testimony and written comments and recommend the Commission find the following:

1. That the Madera County Transportation Commission finds that there are no unmet transit needs that are reasonable to meet in FY 2020/21 within the jurisdiction of the City of Madera, City of Chowchilla, and County of Madera.

The Madera Metro and the Madera Dial-A-Ride provide transportation services that cover the entire city of Madera.

The Chowchilla Area Transit Express (CATX) provides transportation services that cover the entire city of Chowchilla as well as Fairmead and Valley State Prison.

The Madera County Connection (MCC) provides inter-city transportation from Chowchilla, Fairmead, Madera, La Vina, Madera Ranchos and Eastern Madera County to Children's Hospital Central California where a connection can be made to Fresno via the Fresno Area Express (FAX).

The Senior Bus Program and the Escort Service provides transportation to the Eastern Madera County communities including the newly developed Eastern Madera County Escort Program transit service to Raymond. This service is provided on Wednesdays from 8:30am to 4:30pm.

2. Maintain existing transit systems in Madera County: Madera Transit System (Madera Metro and Dial-A-Ride) in the City of Madera; Madera County Connection; Chowchilla Area Transit Express; Eastern Madera County Escort Service; and Eastern Madera County Senior Bus.

MCTC
Executive Director
Patricia Taylor
2001 Howard Rd. Suite 201
Madera, CA 93637
(559) 675-0721
(559) 675-9328 FAX

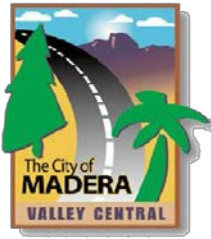
Staff and SSTAC recommend that the current public transit systems continue to operate in Madera County. The existing transit systems meet an existing need for public transit services in the county. The existing systems are:

- Madera Transit System - City of Madera (Dial-A-Ride and Madera Metro);
- Chowchilla Area Transit Express - City of Chowchilla;
- Eastern Madera County Escort Service; and Eastern Madera County Senior Bus;
- Madera County Connection

Sincerely,

A handwritten signature in black ink that reads "A Davies". The signature is written in a cursive, flowing style.

Amelia Davies, MCTC Staff on behalf of
Social Service Transportation Advisory Council



Madera City Council Agenda 10/21/20

Agenda Item E-2

Discussion on Status and Action Taken on Measures to Mitigate the Impacts of the COVID-19 (Coronavirus) Pandemic (Report by Arnolando Rodriguez)

There is no written report for this item.